

CITY OF COUNTRYSIDE

TAX INCREMENT FINANCE REPORT

May, 1 2016 - April 30, 2017



Cook County
5550 East Avenue
Countryside, Illinois
60525-3689

STATE OF ILLINOIS
COMPTROLLER
SUSANA A. MENDOZA

Name of Municipality:	<u>City of Countryside</u>	Reporting Fiscal Year:	2017
County:	<u>Cook</u>	Fiscal Year End:	4/30/2017
Unit Code:	016/125/30		

TIF Administrator Contact Information

First Name:	Gail	Last Name:	Paul
Address:	5550 East Avenue	Title:	City Administrator
Telephone:	(708) 485-2462	City:	Countryside
E-mail- required	gpaul@countryside-il.org	Zip:	60525

I attest to the best of my knowledge, that this FY 2017 report of the redevelopment project area(s)
in the City/Village of: Countryside
is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and
Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Written signature of TIF Administrator

10-25-17
Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

***All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]**

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

FY 2017

Name of Redevelopment Project Area (below):**Countryside Commercial TIF****Primary Use of Redevelopment Project Area*: Combination/Mixed**

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

If "Combination/Mixed" List Component Types: Commercial/Retail**Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):****Tax Increment Allocation Redevelopment Act**
Industrial Jobs Recovery Law**X**

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan including any project implemented and a description of the redevelopment activities. ? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement labeled Attachment I and Attachment J MUST be Yes	X	
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, Analysis MUST be attached and labeled Attachment J	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, The audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 labeled Attachment L		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only, not actual agreements labeled Attachment M	X	

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d))**Provide an analysis of the special tax allocation fund.****FY 2017****TIF NAME:****Countryside Commercial TIF****Special Tax Allocation Fund Balance at Beginning of Reporting Period****\$ (6,996,605)**

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 289,381	\$ 363,091	7%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 164	\$ 10,661	0%
Land/Building Sale Proceeds			0%
Bond Proceeds		\$ 5,000,000	93%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule) COMED Reimbursement		\$ 3,931	0%

All Amount Deposited in Special Tax Allocation by source**\$ 289,545****Cumulative Total Revenues/Cash Receipts****\$ 5,377,683 100%****Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)****\$ 1,034,607****Distribution of Surplus****Total Expenditures/Disbursements****\$ 1,034,607****Net/Income/Cash Receipts Over/(Under) Cash Disbursements****\$ (745,062)****FUND BALANCE, END OF REPORTING PERIOD*****\$ (7,741,667)**

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c))

FY 2017

TIF NAME: Countryside Commercial TIF

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment project costs)

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Legal	15,979	
		\$ 15,979
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of construction.		
		\$ -

SECTION 3.2 A

PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.

\$ -

8. Cost of job training and retraining projects.

\$ -

9. Financing costs.

MB Financial - Note Interest

16,689

MB Financial - Principal Payment

734,757

Interfund Note Interest

267,182

Interfund Note Principal

\$ 1,018,628

10. Capital costs.

\$ -

11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.

\$ -

12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.

\$ -

SECTION 3.2 A

PAGE 3

13. Relocation costs.

\$ -

14. Payments in lieu of taxes.

\$ -

15. Costs of job training, retraining, advanced vocational or career education.

\$ -

16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.

\$ -

17. Cost of day care services.

\$ -

18. Other.

\$ -

TOTAL ITEMIZED EXPENDITURES

\$ 1,034,607

Section 3.2 B

FY 2017

TIF NAME:

Countryside Commercial TIF

Optional: Information in the following sections is not required by law, but would be helpful in creating fiscal transparency.

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FY 2017

TIF NAME:

Countryside Commercial TIF

FUND BALANCE BY SOURCE

\$ (7,741,667)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Interfund Loan (already reflected in Negative Fund Balance)		

Total Amount Designated for Obligations

\$ - \$ -

2. Description of Project Costs to be Paid

Total Amount Designated for Project Costs

\$ -

TOTAL AMOUNT DESIGNATED

\$ -

SURPLUS/(DEFICIT)

\$ (7,741,667)

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2017

TIF NAME:

Countryside Commercial TIF

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

Check here if no property was acquired by the Municipality within the
___X___ Redevelopment Project Area.

Property Acquired by the Municipality Within the Redevelopment Project Area.

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 20 ILCS 620/4.7 (7)(F)

PAGE 1

FY 2017

TIF Name:

Countryside Commercial TIF

Page 1 is to be included with TIF report. Pages 2 and 3 are to be included **ONLY** if projects are listed.

Select ONE of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The Municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	
2a. The number of projects undertaken by the municipality within the Redevelopment Project Area:	13

LIST the projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 25,506,727	\$ 5,690,000	\$ 31,196,727
Public Investment Undertaken	\$ 9,017,891	\$ 135,000	\$ 12,165,027
Ratio of Private/Public Investment	2 29/35		2 35/62

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: Harley Properties LLC

Private Investment Undertaken (See Instructions)	\$ 4,553,000		\$ 4,553,000
Public Investment Undertaken	\$ 1,349,345		\$ 1,349,345
Ratio of Private/Public Investment	3 3/8		3 3/8

Project 2*: Taco Bell

Private Investment Undertaken (See Instructions)	\$ 1,400,000		\$ 1,400,000
Public Investment Undertaken	\$ -		
Ratio of Private/Public Investment	0		0

Project 3*: McDonald's Renovation

Private Investment Undertaken (See Instructions)	\$ 550,000		\$ 550,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 4*: Hooter's of Countryside

Private Investment Undertaken (See Instructions)	\$ 2,050,000		\$ 2,050,000
Public Investment Undertaken	\$ 1,458,883		\$ 1,458,883
Ratio of Private/Public Investment	1 15/37		1 15/37

Project 5*: Andy's Frozen Custard

Private Investment Undertaken (See Instructions)	\$ 800,000		\$ 800,000
Public Investment Undertaken	\$ 200,000		\$ 200,000
Ratio of Private/Public Investment	4		4

Project 6*: Texas Roadhouse

Private Investment Undertaken (See Instructions)	\$ 2,649,000		\$ 2,649,000
Public Investment Undertaken	\$ 1,540,501		\$ 1,540,501
Ratio of Private/Public Investment	1 59/82		1 59/82

Project 7*: Multitenant Bldg Lot 3A

Private Investment Undertaken (See Instructions)	\$	2,673,000		\$	2,673,000
Public Investment Undertaken	\$	1,458,821		\$	1,458,821
Ratio of Private/Public Investment		1 5/6			1 5/6

Project 8*: Outlots (A-C) - Parking/Dentention/Roadway System)

Private Investment Undertaken (See Instructions)	\$	-		\$	-
Public Investment Undertaken	\$	1,651,409		\$	1,651,409
Ratio of Private/Public Investment		0			0

Project 9*: Phelan Dodge

Private Investment Undertaken (See Instructions)	\$	6,198,480	\$	-	\$	6,198,480
Public Investment Undertaken	\$	108,932	\$	135,000	\$	3,256,068
Ratio of Private/Public Investment		56 37/41				1 75/83

Project 10*: Continental Honda

Private Investment Undertaken (See Instructions)	\$	614,330		\$	614,330
Public Investment Undertaken	\$	-		\$	-
Ratio of Private/Public Investment		0			0

Project 11*: Chick Fil-A

Private Investment Undertaken (See Instructions)	\$	2,326,600		\$	2,326,600
Public Investment Undertaken	\$	-		\$	-
Ratio of Private/Public Investment		0			0

Project 12*: Chipotle Mexican Grill

Private Investment Undertaken (See Instructions)	\$	1,692,317		\$	1,692,317
Public Investment Undertaken	\$	-			
Ratio of Private/Public Investment		0			0

Project 13*: Ettleson Hyundai

Private Investment Undertaken (See Instructions)	\$	-	\$	5,690,000	\$	5,690,000
Public Investment Undertaken	\$	1,250,000	\$	-	\$	1,250,000
Ratio of Private/Public Investment		0				4 16/29

Project 14*:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 15*:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. ***even though optional MUST be included as part of complete TIF report**

SECTION 6

FY 2017

TIF NAME: Countryside Commercial TIF

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
2009	\$ 19,636,475	\$ 15,366,143

List all overlapping tax districts in the redevelopment project area.

If overlapping taxing district received a surplus, list the surplus.

☒ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
County of Cook	\$ -
Forest Preserve District of Cook County	\$ -
Township of Lyons	\$ -
City of Countryside	\$ -
School District 105	\$ -
Lyons Township High School Dist 204	\$ -
Dupage Community College Dist 502	\$ -
Pleasantview Fire Protection District	\$ -
Metro Water Reclamation District	\$ -
South Lyons Township Sanitary District	\$ -
Des Plaines Valley Mosquito Abatement Dist	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
15	255	Permanent	N/A
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

* see below (1)

Optional Documents	Enclosed	
Legal description of redevelopment project area	Y	*see following pages
Map of District	Y	*see following pages

(1) The TIF District takes in the LaGrange Road corridor from 55th Street to the North to Joliet Road to the South. It consists primarily of the improved areas along the Eastern side of LaGrange Road, as well as certain parcels along Joliet Road.

Commercial TIF District

Legal Description

THAT PART OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LaGRANGE ROAD, ALSO BEING THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 16, AND THE CENTERLINE OF JOLIET ROAD AS ESTABLISHED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF JOLIET ROAD TO IT'S INTERSECTION WITH THE SOUTH EXTENSION OF A LINE THAT IS 129.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF THE WEST 912.00 FEET OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 322.07 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 12.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 254.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 672.65 FEET OF SAID LOT 10; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS WEST 311.45 FEET ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST 428 FEET OF THE WEST 912 FEET OF SAID LOT 10; THENCE NORTH ALONG THE LAST DESCRIBED LINE 195.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 428 FEET TO A POINT ON THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10 TO THE NORTH LINE OF THE PUBLIC ROAD COMMONLY KNOWN AS 59TH STREET, IN STOUFFER'S SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 53 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 53 TO THE EAST EXTENSION OF A LINE THAT IS 148.592 FEET SOUTH OF THE NORTH LINE OF LOT 55 IN SAID STOUFFER'S SUBDIVISION; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE THAT IS 79.00 FEET WEST OF THE EAST LINE OF LOTS 55 AND 54 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 58TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOTS 19, 20, 21 & 22 IN SAID STOUFFER'S SUBDIVISION, THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE PUBLIC ROAD KNOWN AS 57TH STREET IN SAID STOUFFER'S SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOT 1 IN ROUTE 66 INDIAN/VICTORY MOTORCYCLE MADZA PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF DAVID M. OPAS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 20991969 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF SILHAVY'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 14307222 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE

SOUTH LINE OF 56TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION OF THE SOUTH EXTENSION OF THE WEST LINE OF SODERBERG'S GARDENS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9620595; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION; THENCE WEST ALONG THE WEST EXTENSION OF THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION TO THE EAST LINE OF THE WEST 347.21 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 250.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE WEST 167.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE WEST LINE OF LaGRANGE ROAD TO THE NORTH LINE OF 61ST STREET AS DEDICATED BY DOCUMENT NO. 23805144; THENCE WEST ALONG THE LAST DESCRIBED LINE 25.00 FEET; THENCE SOUTH, PARALLEL WITH THE CENTERLINE OF LaGRANGE ROAD 66.00 FEET TO THE WEST LINE OF LaGRANGE ROAD AS WIDENED; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF LOT 11 IN SAID SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE 312.00 FEET WEST OF THE CENTERLINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE LAST DESCRIBED LINE AND IT'S SOUTH EXTENSION TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF JOLIET ROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE CENTERLINE OF LaGRANGE ROAD; THENCE NORTH ALONG SAID CENTERLINE OF LaGRANGE ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 18-16-200-002, -004, -025, -031, -033, -034, -035, -036 and -039;
18-16-204-011, -028, -029, -030, -031 and -036; 18-16-208-003, -023, -024, -036
and -037; 18-16-210-003, -004, -014, -020, -021, -022 and -023; 18-16-302-012;
18-16-400-010, -011, -015, -016, -019, -020, -023, -025, -027, -028 and -029;

General Street Location: The TIF District takes in the LaGrange Road corridor from 55th Street to the North to Joliet Road to the South. It consists primarily of the improved areas along the Eastern side of LaGrange Road, as well as certain parcels along Joliet Road.

Countryside Commercial TIF Boundary



55th Street

56th Street

57th Street

Legend

 Countryside Commercial TIF Boundary

58th Street

**Ideal
Elementary
School**

Countryside Plaza

LaGrange Road

Joliet Road



The Quarry

Data Source: ESR/Cook County
12.18.09
Bryan Swanson
Not to scale



ATTACHMENT "B"

Mayor Certification that municipality has complied with all requirements of the Act during the fiscal year.

I, Sean McDermott, the duly elected Mayor of the City of Countryside, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the City of Countryside complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning May 1, 2016 and ending April 30, 2017.

Sean R. McDermott
Mayor

9/22/17

Date

CITY OF COUNTRYSIDE
COMMERCIAL TAX INCREMENT FINANCING DISTRICT
FISCAL YEAR 5/1/16 – 4/30/17

ATTACHMENT "C"



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Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

tpbayer@ktjlaw.com
DD 312-984-6422

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

October 9, 2017

Dave Schutter
Finance Director
City of Countryside
5550 East Avenue
Countryside, Illinois 60525

Via email only

**Re: Annual TIF Report Attorney's Opinion –
Countryside Commercial TIF District**

Dear Dave:

Per your request, attached please find the above-captioned opinion as required by 65 ILCS 5/11-74.4-5(d)(4). Please provide copies to the cc's on said opinion.

If there are any questions, please feel free to contact me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

A handwritten signature in black ink that reads "Tom". The letters are cursive and fluid, with a large "T" and a stylized "m".

Thomas P. Bayer

encl.

cc: Gail Paul, City Administrator (w/ encl.; via email only)

ATTACHMENT "C"

K T J

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
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MEMORANDUM

TO: Taxing Districts Affected by the
City of Countryside's Commercial TIF District

RE: **City of Countryside**
Commercial Tax Increment Financing District

Ladies and Gentlemen:

This opinion is being delivered pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter the "Act") and, more specifically, 65 ILCS 5/11-74.4-5(d)(4).

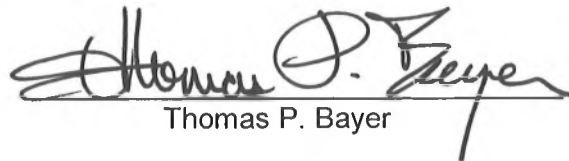
Please be advised that our office serves as Special TIF Counsel for the City of Countryside, Cook County, Illinois (hereinafter the "City"). On December 8, 2010, the City adopted by Ordinance Tax Increment Financing for its City of Countryside Commercial TIF District Redevelopment Project Area, and by separate Ordinance authorized the Cook County Clerk to annually certify and cause to be paid to the City incremental tax revenues generated by the above-captioned Tax Increment Financing District.

In rendering this opinion, we have examined and considered such public records, proceedings and related matters of and with respect to the City as we deemed necessary. Based on the foregoing, we are of the opinion that:

1. The City is a municipality duly constituted and validly existing under the Constitution and laws of the State of Illinois; and
2. As of April 30, 2017, the close of the City's 2016-2017 fiscal year, to the best of our knowledge and belief, the City was in compliance with the provisions of the Act.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.


Thomas P. Bayer

cc: Mayor and City Council
Gail Paul, City Administrator
Dave Schutter, Finance Director

ATTACHMENT “D”

ACTIVITIES UNDERTAKEN IN FURTHERANCE OF THE REDEVELOPMENT PLAN

Phelan Dodge Redevelopment (5859 La Grange Rd.):

On November 12, 2014, the City Council approved a redevelopment agreement with J&JC Real Estate (the “Owner”) and Jack Phelan Dodge LLC (the “Operator”). The redevelopment agreement required the purchase of the dealership property that was formerly leased, the remodel/redevelopment of the existing structure and a 14,000 sq. foot building addition. The redevelopment agreement authorized approximately \$2 million dollars in sales tax and/or TIF increment rebates for eligible expenses and added an additional \$1.5 million in rebate incentives for the addition of the Chrysler and Jeep lines to the dealership.

The agreement was amended on March 11, 2015 to correct the legal descriptions and PIN numbers contained in the original agreement. The City Council and the Planning Commission – Zoning Board of appeals also approved two variations on March 3, 2015 to facilitate the redevelopment of the dealership.

The project was completed and the dealership held their grand opening on September 12, 2016. Based on the substantial redevelopment of the property and acquisition of the two new car lines, the dealership increased its sales and earned incentive payouts consistent with the redevelopment agreement in fiscal 2017. In addition growth in equalized assessed value is projected on the project, although based on the timing of project completion and the assessment practices of Cook County it is anticipated that incremental assessed value and incremental taxes will not materialize until at least fiscal year 2018.

ITEP Streetscape Project

In preceding fiscal years, the City was awarded approximately \$1,750,000 (for funding engineering and construction costs respectively) from Federal and State sources through the Illinois Transportation Enhancement Program (ITEP) for the LaGrange Road Streetscape project. As of the close of the preceding fiscal year, the Phase One Engineering had been completed at a total cost of \$14,000. Phase Two Engineering has an estimated total cost of \$175,000 and was mostly completed in fiscal year 2017. Phase Three (Construction Engineering) and the Construction Phase of the project will begin in fiscal year 2018. These Phases have estimated total costs of \$210,000, and \$1,788,500 respectively.

The combined total cost of the project is estimated to be \$2,187,500 including both the engineering and construction components. The ITEP Grant Program will provide 80% of these project costs (\$1,750,000), while the City of Countryside will be responsible for the local match of 20% or \$437,500.

ATTACHMENT “D” CONTINUED

The ITEP streetscape project will improve the La Grange Road corridor from Joliet Road to 55th street (a core area of the TIF District). Specific improvements to be completed from the project include the following: sidewalks will be removed over the whole corridor and replaced with decorative stamped concrete, a pedestrian oasis will be constructed and streetscapes will be furnished with new benches, trash receptacles, planters, landscaping and way-finding signage. In addition, the streetscape plan proposed improvements will require moving and/or upgrading underground utilities.

5801 S LaGrange – Chipotle Mexican Grill Project

Countryside Development Partners II, LLC acquired the vacant Brown’s Chicken building at this site in October of 2015. In July of 2015, the City Council passed Ordinances 15-32-O and 15-33-O which approved a special use variation (for the patio) and other variations including building setback, parking lot, and landscaping features, to help facilitate this project. A demolition permit was issued to the developer in April 2016. Construction commenced in fiscal year 2017 with a project construction budget of \$1,067,000. The restaurant received a certificate of occupancy on November 22, 2016. The project represents a substantial redevelopment of the formerly vacant Brown Chicken building and is also expected to enhance the sales tax base. This development was facilitated without the use of incentives.

Ettleson Hyundai Redevelopment (5631 South LaGrange Rd.):

On July 27, 2016, the City Council approved a redevelopment agreement with Countryside Auto Park, LLC (the “Developer”) as Ordinance 16-32-O. The redevelopment agreement provides for the purchase of the City owned parcel at 5631 S LaGrange by the developer for \$1.00. In exchange for the land incentive, the developer is required to construct a 17,500 sq. ft. Hyundai and Genesis dealership and to maintain those two car lines for a period of at least 10 years. Claw back provisions were also placed in the agreement that gave the City the right to buy back the property and improvements at cost if certain deadlines were not adhered to.

It is projected that the completed project will increase the dealerships sales volume by approximately 10% and will produce incremental taxes of at least \$125-150K annually. The land incentive is the sole economic benefit to the developer in the RDA. The City and TIF District will benefit from the stated increases in economic activity as a result of the project.

The agreement was amended on March 8, 2017 via Ordinance 17-08-O. The amendment was negotiated between the City and Hyundai Capital as the prospective lender in the transaction. The amendment added Hyundai Capital as a party to the RDA and also clarified language and cure provisions as related to the City buyback option in the event of non performance of the developer.

ATTACHMENT “E”

DESCRIPTION OF AGREEMENTS – RELATED TO PROPERTY DISPOSTION/REDEVELOPMENT IN PROJECT AREA (FY 2017)

1. Ordinance 16-32-O, adopted on August 5, 2016, authorized an RDA between the City and Countryside Auto Park, LLC. The RDA authorized the sale of the (City owned) vacant real estate parcel commonly known as 5631 LaGrange Road and required the developer to improve it with a new Hyundai/Genesis dealership. The 1st amendment to the RDA was authorized by ordinance 17-8-O, on March 13, 2017. The amendment added Hyundai Capital (project lender) as a party to the agreement, changed deadlines for construction performance, and clarified certain language regarding the City’s remedies for non performance and related cure periods. **See attached RDA and 1st Amendment to RDA between the City and Countryside Auto Park, LLC.**
2. The City adopted Ordinance 17-02-O, adopted on January 20, 2017 which rescinded Ordinance 14-26-O. The original Ordinance passed on July 23, 2014 authorized a redevelopment agreement with Route 66 Indian/Victory Motorcycles. However, the developer was unable to move forward with site acquisition for the proposed project site and did not open a location in the City. **See attached Ordinance 17-02-O.**

ORDINANCE NO. 16-32-O

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT
FOR THE ETTLESON AUTOMOBILE DEALERSHIP DEVELOPMENT
COMPRISING A PART OF THE COUNTRYSIDE COMMERCIAL TIF DISTRICT
OF THE CITY OF COUNTRYSIDE, ILLINOIS**

BE IT ORDAINED, by the Mayor and City Council of the City of Countryside,
Cook County, Illinois, as follows:

SECTION 1: The Mayor and City Council of the City of Countryside (hereinafter
referred to as the "City") find as follows:

- A. The City is a home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the City.
- C. The City is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 10-58-O, 10-59-O and 10-60-O, adopted December 8, 2010, as amended by Ordinance Number 11-33-O, adopted April 27, 2011, to correct certain scrivener's errors, the City approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's commercial tax increment financing district (the "TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

ATTACHMENT "E"

- E. The City is the fee owner of certain real property located within the Redevelopment Project Area, said property being legally described on EXHIBIT B attached hereto and made part hereof (the "Property").
- F. Countryside Auto Park, LLC (the "Developer") desires to acquire ownership of the Property and redevelop the Property with a seventeen thousand five hundred (17,500) square feet automobile dealership with two (2) showrooms, consisting of a four (4) car Hyundai showroom and a three (3) car Genesis showroom, ten (10) service bays, a six (6) car service reception area, and two hundred twenty (220) parking stalls, consisting of one hundred two (102) display parking stalls, ninety one (91) service parking stalls, twelve (12) customer parking stalls, and fifteen (15) employee parking stalls (the "Project").
- G. That attached hereto as EXHIBIT C and made part hereof is a redevelopment agreement, between the Developer and the City, which sets forth the terms and conditions pursuant to which the Developer will proceed with, and operate, the Project on the Property (the "Redevelopment Agreement").
- H. That notice of the City's intent to enter into the Redevelopment Agreement, including the City's intent to transfer title to the Property pursuant thereto, as required by 65 ILCS 5/11-74.4-4(c), was published on July 14, 2016 (the "TIF Notice"); a copy of the publisher's certificate in relation to said TIF Notice being attached hereto as EXHIBIT D and made part hereof.
- I. In accordance with the TIF Act, it is in the best interests of the City to approve the Redevelopment Agreement, so that redevelopment within the TIF District can continue, said redevelopment pursuant to the TIF Act being the City's public purpose for providing the incentive set forth in the Redevelopment Agreement.

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

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

ADOPTED this 27th day of July, 2016, pursuant to a roll call vote as follows:

AYES: Benson, Finn, Jasinski, Mikolyzk, Musillami, Von Drasek

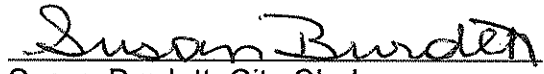
NAYS: 0

ABSENT: 0

APPROVED by me this 27th day of July, 2016.


Sean R. McDermott, Mayor

ATTEST:


Susan Burdett, City Clerk

Published by me in pamphlet form this 1st day of August, 2016.

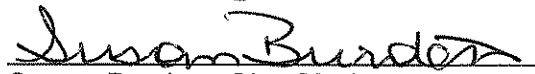

Susan Burdett, City Clerk

EXHIBIT A-1

**Legal Description of the
Countryside Commercial TIF District**

THAT PART OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LaGRANGE ROAD, ALSO BEING THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 16, AND THE CENTERLINE OF JOLIET ROAD AS ESTABLISHED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF JOLIET ROAD TO IT'S INTERSECTION WITH THE SOUTH EXTENSION OF A LINE THAT IS 129.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF THE WEST 912.00 FEET OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 322.07 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 12.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 254.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 672.65 FEET OF SAID LOT 10; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS WEST 311.45 FEET ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST 428 FEET OF THE WEST 912 FEET OF SAID LOT 10; THENCE NORTH ALONG THE LAST DESCRIBED LINE 195.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 428 FEET TO A POINT ON THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10 TO THE NORTH LINE OF THE PUBLIC ROAD COMMONLY KNOWN AS 59TH STREET, IN STOUFFER'S SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 53 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 53 TO THE EAST EXTENSION OF A LINE THAT IS 148.592 FEET SOUTH OF THE NORTH LINE OF LOT 55 IN SAID STOUFFER'S SUBDIVISION; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE THAT IS 79.00 FEET WEST OF THE EAST LINE OF LOTS 55 AND 54 IN SAID STOUFFER'S SUBDIVISION ; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 58TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOTS 19, 20, 21 & 22 IN SAID STOUFFER'S SUBDIVISION, THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE PUBLIC ROAD KNOWN AS 57TH STREET IN SAID STOUFFER'S SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOT 1 IN AUTOBARN MADZA PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST

ATTACHMENT "E"

DESCRIBED LINE TO THE SOUTH LINE OF DAVID M. OPAS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 20991969 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF SILHAVY'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 14307222 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 56TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION OF THE SOUTH EXTENSION OF THE WEST LINE OF SODERBERG'S GARDENS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9620595; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION; THENCE WEST ALONG THE WEST EXTENSION OF THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION TO THE EAST LINE OF THE WEST 347.21 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 250.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE WEST 167.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE WEST LINE OF LaGRANGE ROAD TO THE NORTH LINE OF 61ST STREET AS DEDICATED BY DOCUMENT NO. 23805144; THENCE WEST ALONG THE LAST DESCRIBED LINE 25.00 FEET; THENCE SOUTH, PARALLEL WITH THE CENTERLINE OF LaGRANGE ROAD 66.00 FEET TO THE WEST LINE OF LaGRANGE ROAD AS WIDENED; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF LOT 11 IN SAID SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE 312.00 FEET WEST OF THE CENTERLINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE LAST DESCRIBED LINE AND IT'S SOUTH EXTENSION TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF JOLIET ROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE CENTERLINE OF LaGRANGE ROAD; THENCE NORTH ALONG SAID CENTERLINE OF LaGRANGE ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PINs: 18-16-200-002, -004, -025, -031, -033, -034, -035, -036 and -039;
18-16-204-011, -028, -029, -030, -031 and -036; 18-16-208-003, -023, -024, -036
and -037; 18-16-210-003, -004, -014, -020, -021, -022 and -023; 18-16-302-012;
18-16-400-010, -011, -015, -016, -019, -020, -023, -025, -027, -028 and -029;

General Street Location: The proposed TIF District takes in the LaGrange Road corridor from 55th Street to the North to Joliet Road to the South. It consists primarily of the improved areas along the Eastern side of LaGrange Road, as well as certain parcels along Joliet Road.

EXHIBIT A-2

**Depiction of the
Countryside Commercial TIF District**

(see attached)

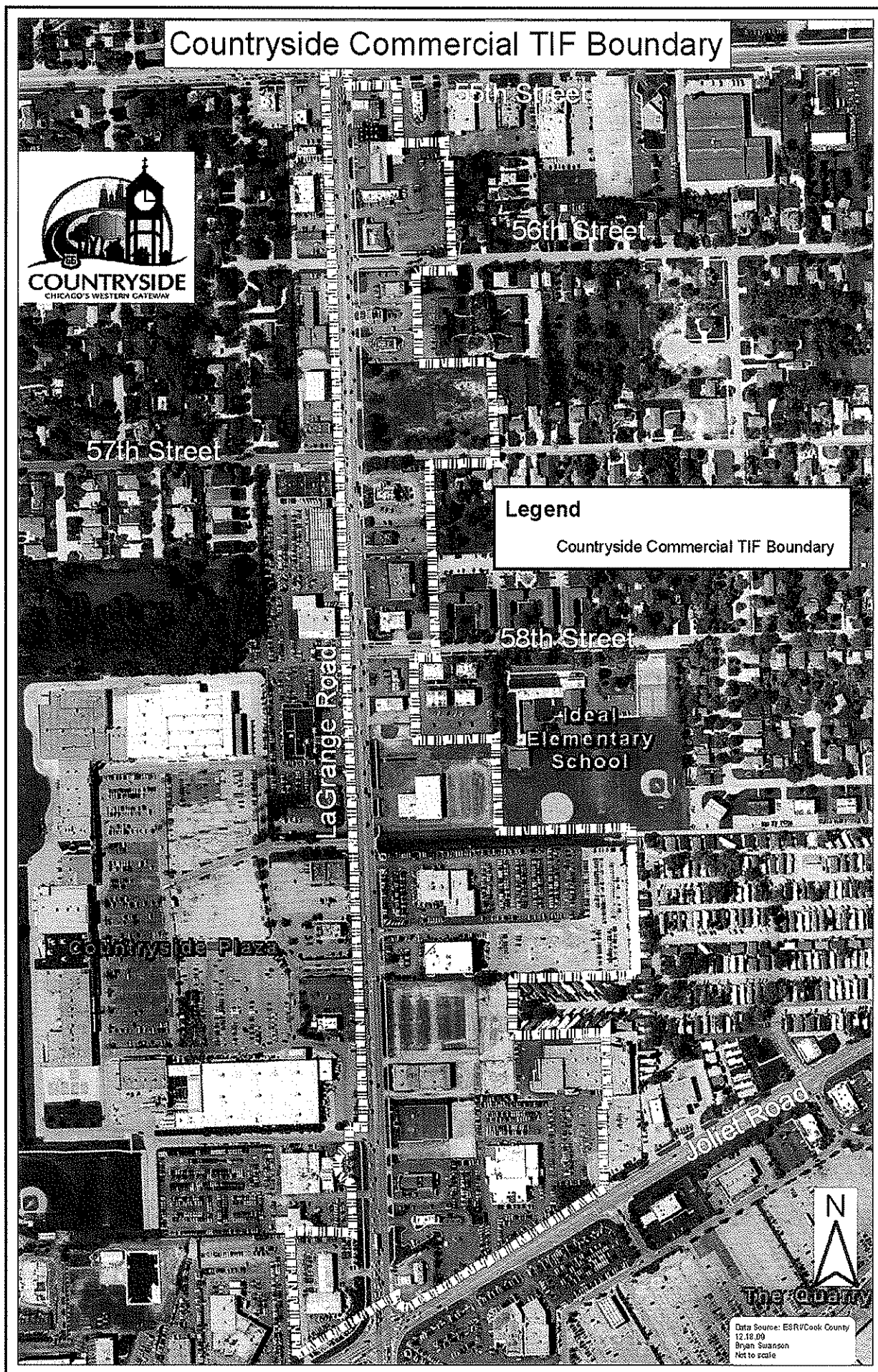


EXHIBIT B

Legal Description of the "Property"

Lot 1 (except the South 22 feet of the West 18 feet thereof) in Autobarn Mazda Plat of Consolidation of part of the North 1/2 of the Northeast 1/4 of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 7, 2007 as Document 0725015075, in Cook County, Illinois;

P.I.N.: 18-16-204-036;

Common Address: 5631 South LaGrange Road,
Countryside, Illinois 60525.

ATTACHMENT "E"

EXHIBIT C

Redevelopment Agreement

(attached)

**REDEVELOPMENT AGREEMENT
FOR THE ETTLESON AUTOMOBILE DEALERSHIP
DEVELOPMENT COMPRISING A PART OF THE
COUNTRYSIDE COMMERCIAL TIF DISTRICT
OF THE CITY OF COUNTRYSIDE, ILLINOIS**

This Redevelopment Agreement (the "Agreement") is made and entered into as of the 27th day of July, 2016 (the "Effective Date") by and between the City of Countryside, Illinois, an Illinois home rule municipal corporation (the "City") and Countryside Auto Park, LLC, an Illinois limited liability company (the "Developer") (the City and the Developer are sometimes referred to herein individually as a "Party," and collectively as the "Parties").

WITNESSETH:

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

I. PRELIMINARY STATEMENTS

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

- A. The City is a home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the City.
- C. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 10-58-O, 10-59-O and 10-60-O, adopted December 8, 2010, as amended by Ordinance Number 11-33-O, adopted April 27, 2011, to correct certain scrivener's errors, the City approved a tax

ATTACHMENT "E"

increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's commercial tax increment financing district (the "TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

- E. The City is the fee owner of certain real property, consisting of a parcel, located within the Redevelopment Project Area, said property being legally described on EXHIBIT B, attached hereto and made a part hereof (the "Property").
- F. The Developer desires to acquire ownership of the Property, and redevelop the Property with an automobile dealership consisting of one (1) building containing two (2) showrooms for Hyundai and Genesis automobile lines, consisting of approximately seventeen thousand five hundred (17,500) square feet of floor area, with two hundred twenty (220) parking spaces as depicted on the site plan attached hereto as EXHIBIT C, and made part hereof, and as described in further detail in EXHIBIT D, attached hereto and made part hereof (the "Project").
- G. It is necessary for the successful completion of the Project that the City enters into this Agreement with the Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan.
- H. The Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives, with regard to the purchase price of the Property, to be provided by the City in accordance with the Act and the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the aforementioned TIF incentives, to be provided by the City, Developer cannot successfully and economically develop the Property with the Project in a manner satisfactory to the City. The City has determined that it is desirable and in the City's best interest to assist Developer in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time pursuant to the mutual agreement of the Parties and in the manner as herein provided.
- I. The City, in order to stimulate and induce development of the Property with the Project, has agreed to convey the Property to the Developer in accordance with the terms and provisions of the Act and this Agreement.
- J. This Agreement has been submitted to the Corporate Authorities of the City (as defined below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the

ATTACHMENT "E"

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

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

II. DEFINITIONS

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

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

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

ATTACHMENT "E"

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

- B. **"City Code"** means the City of Countryside Municipal Code, as amended.
- C. **"Corporate Authorities"** means the Mayor and City Council of the City of Countryside, Illinois.
- D. **"Day"** means a calendar day.
- E. **"Effective Date"** means the day on which this Agreement is executed by the City, with said date appearing on page 1 hereof.
- F. **"Party" or "Parties"** means the City and/or the Developer, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- G. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- H. **"State"** means the State of Illinois.
- I. **"TIF Ordinances"** means those Ordinances referenced in subsection I.D. above.
- J. **"Uncontrollable Circumstance"** means any event which:
 - 1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
 - 2. is one or more of the following events:
 - a. a Change in Law;
 - b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;

ATTACHMENT "E"

- d. governmental condemnation or taking other than by the City;
- e. strikes or labor disputes, or work stoppages not initiated by the Developer or the City;
- f. unreasonable delay in the issuance of building or other permits or approvals by the City or other governmental authorities having jurisdiction other than the City including but not limited to the Illinois Department of Transportation ("IDOT"), the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), the South Lyons Sanitary District and/or the Illinois Environmental Protection Agency ("IEPA");
- g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- h. unknown or unforeseeable geo-technical or environmental conditions;
- i. major environmental disturbances;
- j. vandalism; or
- k. terrorist acts.

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

For each day that the City or the Developer is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day without penalty or damages to either Party.

III. CONSTRUCTION OF TERMS

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

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

ATTACHMENT "E"

- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The City Administrator, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. The Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the City as having been properly and legally given by the City.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner Developer hereby designates Michael B. Ettleson as its authorized representatives who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (such individual being designated as an "Authorized Developer Representative"). The Developer shall have the right to change its Authorized Developer Representative by providing the City with written notice of such change from both authorized representatives which notice shall be sent in accordance with Section XVIII.B. of this Agreement.

IV. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement, and specific approvals by the City in the future, relative to the development of the Property and the Project, including zoning applications relative thereto, and City-issued permits and approvals relative thereto.

V. CONVEYANCE OF THE PROPERTY

The City shall transfer title to the Property to the Developer in an "as-is, where-is" condition with no environmental representations or warranties of any kind whatsoever, pursuant to the Real Estate Sale Contract attached hereto as EXHIBIT E, and made part hereof (the "Contract"), with such changes made to the Contract to make the Contract consistent with this Agreement, so long as the following conditions, subject to Uncontrollable Circumstances, have been satisfied on or before January 31, 2017 (the "Conveyance Deadline"), with the transfer of title to the Property to the Developer occurring within twenty eight (28) days of the Conveyance Deadline:

1. The Developer has submitted site geometry and proposed building plans to the City, which are materially consistent with the proposed Project and satisfactory to the City;
2. The Developer has submitted detailed elevations for the Project, including façade details and drawings to the City, which have been approved by both the City's Economic Development Committee and the City Council, with said approval being in the sole and absolute discretion of both the City's Economic Development Committee and the City Council;
3. The Developer has met the deadlines set forth in Sections VI.A.1. and 2. below, and, if the transfer of title to the Property to the Developer has not already occurred before the deadline in Section VI.A.3. below, the Developer met the deadline set forth in Section VI.A.3. below.

Notwithstanding anything in this Agreement to the contrary (including but not limited to the default and cure periods in Section XVI. below), if title to the Property is not transferred from the City to the Developer within twenty eight (28) days of the Conveyance Deadline, and if such failure is not cured within fourteen (14) days after notice by the City to the Developer with a demand to consummate the transfer as herein provided, this Agreement shall be null and void, the City shall have no further obligations to transfer title to the Property to the Developer. The date the City conveys title to the Property to the Developer shall be the "Acquisition Date."

VI. DEVELOPMENT OF THE PROPERTY

A. **Approvals, Permits, Construction, and Completion.** The Developer shall, subject to Uncontrollable Circumstances, except as noted below:

1. On or before September 1, 2016, deliver to the City written confirmation from Hyundai of Hyundai's approval of the Property for the Project, including the sale of the Hyundai and Genesis automobile lines at the Property.

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2. On or before November 30, 2016, appear before the City's Plan Commission for all zoning entitlements and/or zoning approvals necessary for the construction of the Project.
3. On or before February 28, 2017, apply for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Project.
4. On or before May 1, 2017, commence construction of the Project.
5. On or before December 31, 2017, complete construction of the Project, except that this deadline shall not be extended for any reason, including but not limited to Uncontrollable Circumstance or cure periods set forth in this Agreement. If Developer fails to meet this deadline, the City may exercise the remedies in Sections VI.B. or XVI.C, and the notice and cure periods therein shall not apply.
6. On or before January 30, 2018, obtain a Certificate of Project Completion (as defined in Section XI.A. below), except that this deadline shall not be extended for any reason, including but not limited to Uncontrollable Circumstance or cure periods set forth in this Agreement. If Developer fails to meet this deadline, the City may exercise the remedies in Sections VI.B. or XVI.C, and the notice and cure periods therein shall not apply.

B. City Buy Back.

1. Subject to Uncontrollable Circumstances, if the Developer has taken title to the Property, and if the Developer has not made application for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Project within the time frame set forth in Section VI.A.3. above, the City shall deliver a notice of default to Developer and, in the event that Developer has failed to make application for all necessary permits and approvals within twenty eight (28) days after receipt of such notice, the City shall have the option to purchase the Property from the Developer, at the same price paid by the Developer to the City for the Property, and under the same terms and conditions applicable to the City's conveyance thereof to the Developer, such conveyance to be consummated within sixty (60) days of the non-cured default as herein set forth, and, upon conveyance of the Property back to the City, this Agreement shall be of no further force or effect.

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2. Subject to Uncontrollable Circumstances, if the Developer has not commenced construction of the Project within the time frame set forth in Section VI.A.4. above, the City shall deliver a notice of default to Developer and, in the event that Developer has failed to commence construction, or take the prerequisite steps necessary to commence construction and diligently pursue commencement of same, within twenty eight (28) days after receipt of such notice, the City shall have the option to purchase the Property from the Developer, at the same price paid by the Developer to the City for the Property, and under the same terms and conditions applicable to the City's conveyance thereof to the Developer, such conveyance to be consummated within sixty (60) days of the non-cured default as herein set forth, and, upon conveyance of the Property back to the City, this Agreement shall be of no further force or effect.
 3. Subject to Uncontrollable Circumstances, if the Developer has not completed construction of the Project within the time frame set forth in Section VI.A.5. above, or obtained a Certificate of Project Completion within the time frame set forth in Section VI.A.6. above, the City shall deliver a notice of default to the Developer and, in the event that the Developer has failed to complete construction or taken the prerequisite steps necessary to complete construction and diligently pursue completion of same within twenty eight (28) days after receipt of such notice, the City shall have the option to purchase the Property from the Developer, at the same price paid by the Developer to the City for the Property, plus the actual documented (in writing) third party costs incurred by the Developer, relative to construction which has taken place on the Property, exclusive of construction interest and accruing investors' equity accrual rates, relative to the actual construction of the Project to the date of said notice from the City, and under the same terms and conditions applicable to the City's conveyance thereof to the Developer, such conveyance to be consummated within sixty (60) days of the non-cured default as herein set forth, and, upon conveyance of the Property back to the City, this Agreement shall be of no further force or effect.
- C. **Genesis Automobile Line.** The Genesis automobile line shall be offered for sale at the Property from the date the Project opens for business to the public, and continuously thereafter for a period of no less than ten (10) years from the date the City issues a Certificate of Project Completion for the Project (the "Genesis Sales Period"). If the Genesis automobile line is not offered for sale at the Property during the Genesis Sales Period within seven (7) days after the City sends written notice to Developer of the Developer's failure to offer the Genesis automobile line for sale at the

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Property throughout the Genesis Sales Period, the Developer shall pay the City additional compensation for the purchase price of the Property due to the Developer's breach of its obligations in this Section VI.C., on the following terms:

1. The Developer shall pay the City an amount equal to Thirty Thousand and No/100 Dollars (\$30,000.00) for each full year remaining between the date of the City's written notice to the Developer (the "Genesis Breach Notice Date") and the end of the Genesis Sales Period (the "Full Year Payment"). The Developer shall also pay the City an amount equal to Eighty Two and 19/100 Dollars (\$82.19) multiplied by the number of days remaining in the year after the Genesis Breach Notice Date (the "Partial Year Payment").
2. The Developer shall pay the City the Partial Year Payment and the first Full Year Payment within twenty one (21) days of the Genesis Breach Notice Date.
3. The Developer shall thereafter pay the City each Full Year Payment on or before January 15 of the year which the Full Year Payment relates to.

VII. UNDERTAKINGS ON THE PART OF THE CITY

A. The City agrees to:

1. Cooperate with Developer in Developer's attempts to obtain all necessary approvals, licenses and/or permits from any governmental or quasi-governmental entity other than the City and, upon request of Developer, will promptly execute any applications or other documents (upon their approval by the City) which Developer intends to file with such other governmental agencies, quasi-governmental agencies and/or utility companies in regard to the Project.
2. Waive the fee for the connection of the Subject Property to the City's water supply occurring during the construction of the Project.

B. The City shall further promptly respond to, and/or process, and consider reasonable requests of Developer for applicable building approvals and/or permits, driveway permits, drive thru permits, special use permits (if and to the extent applicable), curb cut permits, or other approvals, permits and/or licenses necessary for the construction of the Project. Approval of any building approvals and/or permit applications and/or engineering plans and/or operating licenses (including liquor licenses, subject to the

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applicant therefor being qualified to receive same under both State law and the City's ordinances) shall be contingent on the Developer providing all required and requested documentation including, but not limited to, building plans required to substantiate that said improvements fully conform with all applicable State statutes and also all City ordinances and codes, as well as receipt of all required building approvals from any federal, state, regional or county agencies having applicable jurisdiction.

VIII. DEVELOPER'S OBLIGATIONS

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

- A. The Developer shall construct the Project materially and substantially in conformance with the approvals therefor from the City. The Developer shall pay or cause to be paid all building-related fees required by the City of Countryside Municipal Code.
- B. The Developer shall at all times acquire, install, construct, operate and maintain the Project in substantial conformance with all applicable laws, rules, ordinances, and regulations. All work with respect to the Project shall substantially conform to all applicable federal, State and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the City, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.
- C. During the initial construction of the Project as herein contemplated, the Developer shall stage its construction of the Project to avoid to the fullest extent possible any material community disruption. During construction, the Developer shall also keep all public streets used by the Developer clean on a daily basis, and for each day in which such public streets are not properly clean and such condition is not remedied within twenty four (24) hours of written notice to Developer, the Developer shall pay the City the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) for each such violation.

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- D. Developer shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project on the Property.
- E. Developer shall submit written evidence to the City, in a form and substance reasonably satisfactory to the City, that Developer has access to sufficient funds to pay any costs of the Project within ninety (90) days after the Effective Date. Such evidence can include, without limitation, commitments for financing and/or letters of credit from a lender, and/or investor commitments, for the anticipated costs of such Project.
- F. Developer shall meet with the Corporate Authorities and City staff and make presentations to the Corporate Authorities and City staff as reasonably requested by the City Mayor or City Administrator in order to keep the City apprised of the progress of the Project.
- G. The Developer shall have a period of ninety (90) days after the Effective Date (the "Due Diligence Period") to perform investigations of the Property, including, but not limited to environmental investigations, and determine, in Developer's sole and absolute discretion, whether the Property is suitable for Developers use. Developer shall have the right to terminate this Agreement, at any time prior to the expiration of the Due Diligence Period, as a result of an adverse environmental condition on the Property, which is discovered by the Developer and which either prevents the construction of the Project by the Developer, in Developer's reasonable judgment, or materially increases the cost of the construction of the Project.
- H. Unless specifically set forth elsewhere in this Agreement, the City and Developer shall share equally all closing costs relative to conveyance of the Property, including but not limited to the costs of recording the closing documents and the escrow agreement; however, the City shall be responsible for all transfer taxes associated with the conveyance of the Property.

IX. ADDITIONAL COVENANTS OF DEVELOPER

- A. **Developer Existence.** Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a an Illinois limited liability company, so long as this Agreement is in effect, and for so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.

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- B. **Further Assistance and Corrective Instruments.** The City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or effectuate or facilitating the performance of this Agreement to the extent legally permitted and within the City's and the Developer's sound legal discretion.
- C. **No Gifts.** Developer covenants that no director, employee or agent of Developer, or any other Person connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the City, or any other Person connected with the City, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the City.
- D. **Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the City the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be reasonably requested by the City. Developer further agrees to notify the City throughout the term of this Agreement of the names, addresses and ownership interests of any changes of owners of the Developer.
- E. **Prevailing Wage.** Developer shall comply with the Illinois Prevailing Wage Act to the extent improvements relative to the Project, if constructed on behalf of the City by a contractor, would be subject to the Illinois Prevailing Wage Act. Developer warrants and represents that it has reviewed the Illinois Prevailing Wage Act, that it has reviewed the regulations promulgated thereunder, and that it understands the obligations imposed on it by this Section IX.E.

X. ADHERENCE TO CITY CODES AND ORDINANCES

Except as otherwise provided for in this Agreement, all development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the City and all other germane codes and ordinances of the City in effect from time to time during the course of construction of the Project.

XI. SPECIAL CONDITIONS

- A. **Certificate of Project Completion.** Within thirty (30) days after written request from Developer, and provided that Developer has not received any notice of default under this Agreement or notice of non-compliance

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with any City codes with respect to Developer's construction obligations, any of which have not been cured, and after the City has issued the final certificate of occupancy for the proposed building on the Property, and has confirmed that the proposed building on the Property has been constructed in substantial and material compliance with all City codes and this Agreement, the City shall deliver a certificate of completion and satisfaction of all construction terms, covenants and conditions contained in this Agreement (the "Certificate of Project Completion") or, if not complete or satisfied, a written statement as to what deficiencies exist, and upon Developer's correction of such issues, the City shall then promptly issue to Developer a Certificate of Project Completion.

- B. **Certification of Developer's Project Cost.** Within thirty (30) days of the issuance of the Certificate of Project Completion, the Developer shall certify, in writing, to the City, the amount spent by the Developer (inclusive of all hard and soft costs) to complete the Project, and an estimate of the number of jobs to be generated or created by the Project.
- C. **Release of Sales Tax Information.** The Developer shall take all reasonable actions necessary to cause, and/or shall take all reasonable actions necessary to require, any tenants or business entity occupant(s) of the Project to cause, the Illinois Department of Revenue to release the sales tax information/documentation, relative to the Project, to the City. In the alternative, the Developer can file with the City, or cause the business entity occupant(s) of the Project to file with the City, copies of the sales tax returns filed by said business entity occupant(s) of the Project with the Illinois Department of Revenue (currently the ST-2 form filed with the Illinois Department of Revenue on a monthly basis). For purposes of this subsection, sales tax means taxes generated from the Project, and received by the City, from the Retailers' Occupation Tax Act, 35 ILCS 120/1, *et seq.* and the Service Occupation Tax Act, 35 ILCS 115/1, *et seq.*
- D. **Project to be Consistent with Design Standards.** The Developer is encouraged to construct the Project, and any future additions or revisions thereto, in accordance with the City of Countryside's City Center Design Standards, a copy of which is on file with the City, and incorporated herein by reference, as amended from time to time.
- E. **Employment Opportunities.** To the extent feasible, the Developer shall make reasonable efforts to notify City residents of employment opportunities that are available relative to the Project, and, to the extent permitted by law, make reasonable efforts to employ qualified residents of the City in relation to the Project.

XII. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

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

- A. Developer is an Illinois limited liability company, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.
- B. Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners, directors, or venturers is now a party or by which Developer or any of its partners, directors or venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its partners, directors or venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners, directors or venturers is now a party or by which Developer, any related party or any of its partners, directors or venturers is bound.
- C. Developer has, or will have within sixty (60) days of the Acquisition Date, sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.
- D. Developer represents and warrants that it has not received any notice from any local, State or federal official that the activities of Developer with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. Developer is not aware of any State or federal claim filed or planned to be filed by any Party relating to any violation of any local, State or federal environmental law, regulation or

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review procedure, and Developer is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.

- E. Developer represents and warrants to the City that Developer, and its respective principals, are experienced in the development and operation of automobile dealerships similar or comparable to the Project, and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project.
- F. Developer and successor owners agree to pay or cause to be paid all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Project on or prior to the date same is due and said taxes shall not become delinquent. Developer and successor owners shall deliver evidence of payment of such taxes to the City upon request.
- G. Consistent with its covenant in subsection F. above, the Developer and successor owners shall not assert a tax-exempt status during their respective period of ownership. This prohibition shall run with the land and shall expire on the date the Redevelopment Project Area expires or an earlier date if agreed by the City and Developer. Notwithstanding anything in this Agreement to the contrary, Developer and all successor owners of the Property agree not to challenge, contest, or seek reduction in the assessed valuation of the Property, such that the assessed value for any given year for the Property would be less than the amounts shown in EXHIBIT G, attached hereto and made a part hereof (the minimum assessed value for any given year for the Property is the "Anticipated Assessed Value"). No real estate tax challenge, contest or reduction shall be made on the Property such that the assessed value for any given year for the Property would be less than the Anticipated Assessed Value until the Redevelopment Project Area is terminated, unless such challenge, contest or reduction has been expressly approved by the City in writing, which approval the City may withhold in its sole and absolute discretion. The remedy to the City in the event of a breach of this subsection is for the Developer (or its successor owners, as the case may be) to pay to the City on an annual basis the difference between the actual real estate taxes payable for the Property and the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Value for such year (said deficiency shall herein be referred to as the "TIF Deficiency"), plus interest thereon at the prime rate charged by BMO Harris Bank N.A. (or its successor) plus three (3%) percent per annum for the period beginning on the date the Incremental Property Taxes are received by the City for any given year and ending on the date the TIF Deficiency is paid

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to the City, which shall be due within thirty (30) days of written notice from the City.

- H. Developer represents and warrants to the City that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the Developer's actions (or claiming through such party), which is entitled to compensation as a consequence of this transaction.

XIII. REPRESENTATIONS AND WARRANTIES OF THE CITY

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

- A. The City is an Illinois home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. The execution, delivery and performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement:
 - 1. have been duly authorized by all necessary corporate action on the part of the City;
 - 2. require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and
 - 3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject.
- C. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.
- D. The City represents and warrants that it has not received any notice, other than as already provided to the Developer by the City in the environmental reports provided to the Developer by the City, from any local, State or federal official that the activities of the City or any other owner of any portion of the Project may or will be in violation of any environmental law or regulation. The City is not aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State

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or federal environmental law, regulation or review procedure, and the City is not aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.

- E. The City has sufficient financial and economic resources to implement and complete the City's obligations contained in this Agreement.
- F. The City represents and warrants to the Developer that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it, or its subsidiaries or agents or employees, or, through such the City's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction.

XIV. INSURANCE

- A. The Developer, and any successor in interest to the Developer, shall obtain and continuously maintain insurance on the Property and the Project and, from time to time at the request of the City, furnish proof to the City evidence that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in subsection 1. below prior to the commencement of construction of any portion of the Project:
 - 1. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
 - 2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy on a primary non-contributory basis naming the City and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
 - 3. Workers compensation insurance, with statutory coverage if applicable to the Developer.

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- B. All insurance required in this Section XIV. shall be obtained and continuously maintained through responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XIV., cancellation relative to each policy shall be as provided by the policy; however, the City must be named as a cancellation notice recipient. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XIV. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

XV. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS

- A. Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including independent contractors, consultants, attorneys, servants and employees thereof (for purposes of this Section XV., collectively the "City Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising pursuant to the Developer's obligations or warranties under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the City Indemnified Parties; provided, that this waiver shall not apply to the warranties made or obligations undertaken by the City in this Agreement.
- B. Except for gross negligence or willful misconduct of the City Indemnified Parties, Developer agrees to indemnify the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or if other Persons acting on their behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.
- C. Except as otherwise set forth herein, the City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Property, or anywhere within the TIF District of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without

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limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar State law or local ordinance. Further, the City makes no warranties or representations regarding, nor does the City indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The City makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled. The City warrants and represents to Developer that it has not received notice, other than as already provided to the Developer by the City in the environmental reports provided to the Developer by the City, from any agency, individual or entity of any violation of any environmental law relating to any Hazardous Substances affecting the Property.

- D. The Developer waives any claims against the City Indemnified Parties, and their members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law relating to the environmental condition of the land comprising the Property.

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- E. No liability, right or claim at law or inequity shall attach to or shall be incurred by the City's mayor, aldermen, officers, officials, attorneys, agents and/or employees, and any such rights or claims of the Developer against the City's mayor, aldermen, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the City.
- F. The City releases from and covenants and agrees that Developer, its members, shareholders, officers, directors, agents, including independent contractors, consultants, attorneys, servants and employees thereof (for purposes of this Section XV., collectively the "Developer Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Developer Indemnified Parties against any loss or damage to property or any injury to or death of any person arising pursuant to the City's obligations or warranties under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Developer Indemnified Parties.

XVI. EVENTS OF DEFAULT AND REMEDIES

- A. **Developer Events of Default.** The following shall be Events of Default with respect to this Agreement:
 - 1. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the City pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default, within thirty (30) days after written notice from the City and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice.
 - 2. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice.

ATTACHMENT "E"

3. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within sixty (60) days after such notice.
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of forty five (45) consecutive days.
5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.
6. Failure to have funds as timely required to meet Developer's obligations to construct the Project and obtain a Certificate of Project Completion.
7. A sale, assignment, or transfer of the Project, except in accordance with this Agreement.
8. Material change in the management of Developer, except in accordance with this Agreement.
9. Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) consecutive days for any reason other than

ATTACHMENT "E"

Uncontrollable Circumstances and such work is not resumed within thirty (30) days of written demand by the City.

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

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

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the City does not remedy the default, within thirty (30) days after written notice from Developer and in any event (subject to Uncontrollable Circumstances) cures such default within ninety (90) days after such notice.
2. Default by the City in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the City; provided, however, that such default or breach shall constitute an Event of Default only if the City does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to

ATTACHMENT "E"

remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within forty five (45) days after such notice.

3. Default by the City in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the City, commences cure within thirty (30) days after written notice from Developer and in any event cures such default within forty five (45) days after such notice, subject to Uncontrollable Circumstances.
4. A material representation or warranty of the City is not true for a period of thirty (30) days after written notice from Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and the City, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event (subject to Uncontrollable Circumstances) cures such default within forty five (45) days after such notice.

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

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

ATTACHMENT "E"

3. In no event shall either Party be liable to the other for any consequential or punitive damages suffered as a result of a default under this Agreement.
- D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay, on demand, the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action.
- E. **No Waiver by Delay or Otherwise.** Any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that any Party should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Legal and Other Fees and Expenses.** Other than for demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings covered by Section XV. above, in the event that any third party or parties institute any legal proceedings against the Developer and/or the City, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees).

XVII. EQUAL EMPLOYMENT OPPORTUNITY

- A. **No Discrimination.** Developer shall comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Developer shall use reasonable efforts to employ qualified residents of the City as to any direct hires by the Developer, if applicable.
- B. **Advertisements.** Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer, if applicable, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Contractors.** Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in subsections A. and B. above. The Developer shall make reasonable efforts to incorporate language similar to that recited in subsections A. and B. in any leases made by Developer in connection with the Project.

XVIII. MISCELLANEOUS PROVISIONS

- A. **Cancellation.** In the event Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Developer's duty to build the Project and operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the City in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Developer or the City, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Parties within sixty (60) days after such final decision or amendment. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings, or the remodeling of any building, permitted and under construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.
- B. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given

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in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by electronic mail, telex, telegram or telecopy, but only if followed up, within one (1) business day, by another method of notice, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to City: Sean R. McDermott, Mayor
City of Countryside
5550 East Avenue
Countryside, Illinois 60525
Email: smcdermott@countryside-il.org

With a copy to: Gail Paul, City Administrator
City of Countryside
5550 East Avenue
Countryside, Illinois 60525
Email: gpaul@countryside-il.org

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Thomas P. Bayer/Gregory T. Smith
Email: tpbayer@ktjlaw.com/gtsmith@ktjlaw.com

If to Developer: Countryside Auto Park, LLC
6201 S. LaGrange Road
Hodgkins, Illinois 60525
Attn: Michael B. Ettleson
Email: mike@ettleson.com

With a copy to: Burke Burns & Pinelli, Ltd.
Three First National Plaza, Suite 4300
Chicago, Illinois 60602
Attn: Donald F. Harmon
Email: dharmon@bbp-chicago.com

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

ATTACHMENT "E"

shall be deemed received forty-eight (48) hours following deposit in the mail.

- C. **Time is of the Essence.** Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.
- D. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, but in no event less than two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- F. **Recordation of Agreement.** The Parties agree to record this Agreement with the Cook County Recorder's Office against title to the Property. The City and the Developer shall equally share the cost of the recording charges. The Developer's rights and obligations in this Agreement are covenants running with title to the Property and successor owners of the Property shall be and are bound by this Agreement to the same extent as Developer.
- G. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- H. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Cook County, Illinois.
- I. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

ATTACHMENT "E"

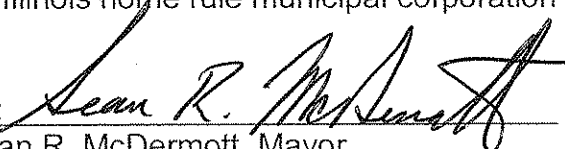
- J. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the City and the Developer; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the City and the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- K. **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- L. **Cooperation and Further Assurances.** The City and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer, or other appropriate Persons, all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- M. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- N. **No Personal Liability of Officials of the City or the Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, City Administrator, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

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- O. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- P. **Term.** This Agreement shall remain in full force and effect until the termination of the Redevelopment Project Area.
- Q. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, and if, after an additional seven (7) days' notice there still is no compliance, then said non-complying Party shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.
- R. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by Developer prior to the expiration of one (1) year from the date the City issues Developer a Certificate of Project Completion, unless the City consents in writing to such assignment which consent shall not be unreasonably withheld or delayed, and unless the assignee consents in writing to be bound by the terms of this Agreement. Thereafter, Developer may sell or transfer the Property, and assign its right, duties and obligations hereunder, without the consent or approval of the City.
- S. **Municipal Limitations.** All City commitments hereunder are limited to the extent required by law.

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

CITY OF COUNTRYSIDE,
an Illinois home rule municipal corporation

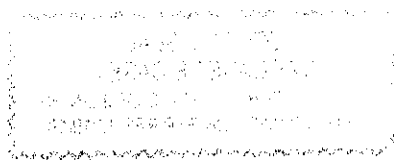
By: 
Sean R. McDermott, Mayor

ATTEST:

By: 
Susan Burdett, City Clerk

COUNTRYSIDE AUTO PARK, LLC,
an Illinois limited liability company

By: 
MANAGER, its MANAGER
MICHAEL ETTLESON



ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Sean R. McDermott and Susan Burdett, personally known to me to be the Mayor and City Clerk of the City of Countryside, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29TH day of July, 2016.

Margaret E Carey
Notary Public



ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MICHAEL ETTLES, personally known to me to be the MARION of Countryside Auto Park, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such MICHAEL ETTLES he / she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the members of said limited liability company, as his / her free and voluntary act, and as the free and voluntary acts and deeds of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5TH day of August, 2016.

Margaret E Carey
Notary Public



ATTACHMENT "E"

EXHIBIT A-1

Commercial TIF District

Legal Description

THAT PART OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LaGRANGE ROAD, ALSO BEING THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 16, AND THE CENTERLINE OF JOLIET ROAD AS ESTABLISHED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF JOLIET ROAD TO IT'S INTERSECTION WITH THE SOUTH EXTENSION OF A LINE THAT IS 129.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF THE WEST 912.00 FEET OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 322.07 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 12.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 254.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 672.65 FEET OF SAID LOT 10; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS WEST 311.45 FEET ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST 428 FEET OF THE WEST 912 FEET OF SAID LOT 10; THENCE NORTH ALONG THE LAST DESCRIBED LINE 195.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 428 FEET TO A POINT ON THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10 TO THE NORTH LINE OF THE PUBLIC ROAD COMMONLY KNOWN AS 59TH STREET, IN STOUFFER'S SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 53 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 53 TO THE EAST EXTENSION OF A LINE THAT IS 148.592 FEET SOUTH OF THE NORTH LINE OF LOT 55 IN SAID STOUFFER'S SUBDIVISION; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE THAT IS 79.00 FEET WEST OF THE EAST LINE OF LOTS 55 AND 54 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 58TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOTS 19, 20, 21 & 22 IN SAID STOUFFER'S SUBDIVISION, THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE PUBLIC ROAD KNOWN AS 57TH STREET IN SAID STOUFFER'S SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOT 1 IN AUTOBARN MADZA PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST

ATTACHMENT "E"

DESCRIBED LINE TO THE SOUTH LINE OF DAVID M. OPAS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 20991969 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF SILHAVY'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 14307222 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 56TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION OF THE SOUTH EXTENSION OF THE WEST LINE OF SODERBERG'S GARDENS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9620595; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION; THENCE WEST ALONG THE WEST EXTENSION OF THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION TO THE EAST LINE OF THE WEST 347.21 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 250.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE WEST 167.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE WEST LINE OF LaGRANGE ROAD TO THE NORTH LINE OF 61ST STREET AS DEDICATED BY DOCUMENT NO. 23805144; THENCE WEST ALONG THE LAST DESCRIBED LINE 25.00 FEET; THENCE SOUTH, PARALLEL WITH THE CENTERLINE OF LaGRANGE ROAD 66.00 FEET TO THE WEST LINE OF LaGRANGE ROAD AS WIDENED; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF LOT 11 IN SAID SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE 312.00 FEET WEST OF THE CENTERLINE OF LaGRANGE ROAD; THENCE SOUTH ALONG THE LAST DESCRIBED LINE AND IT'S SOUTH EXTENSION TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF JOLIET ROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE CENTERLINE OF LaGRANGE ROAD; THENCE NORTH ALONG SAID CENTERLINE OF LaGRANGE ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs: 18-16-200-002, -004, -025, -031, -033, -034, -035, -036 and -039;
18-16-204-011, -028, -029, -030, -031 and -036; 18-16-208-003, -023, -024, -036
and -037; 18-16-210-003, -004, -014, -020, -021, -022 and -023; 18-16-302-012;
18-16-400-010, -011, -015, -016, -019, -020, -023, -025, -027, -028 and -029;

General Street Location: The proposed TIF District takes in the LaGrange Road corridor from 55th Street to the North to Joliet Road to the South. It consists primarily of the improved areas along the Eastern side of LaGrange Road, as well as certain parcels along Joliet Road.

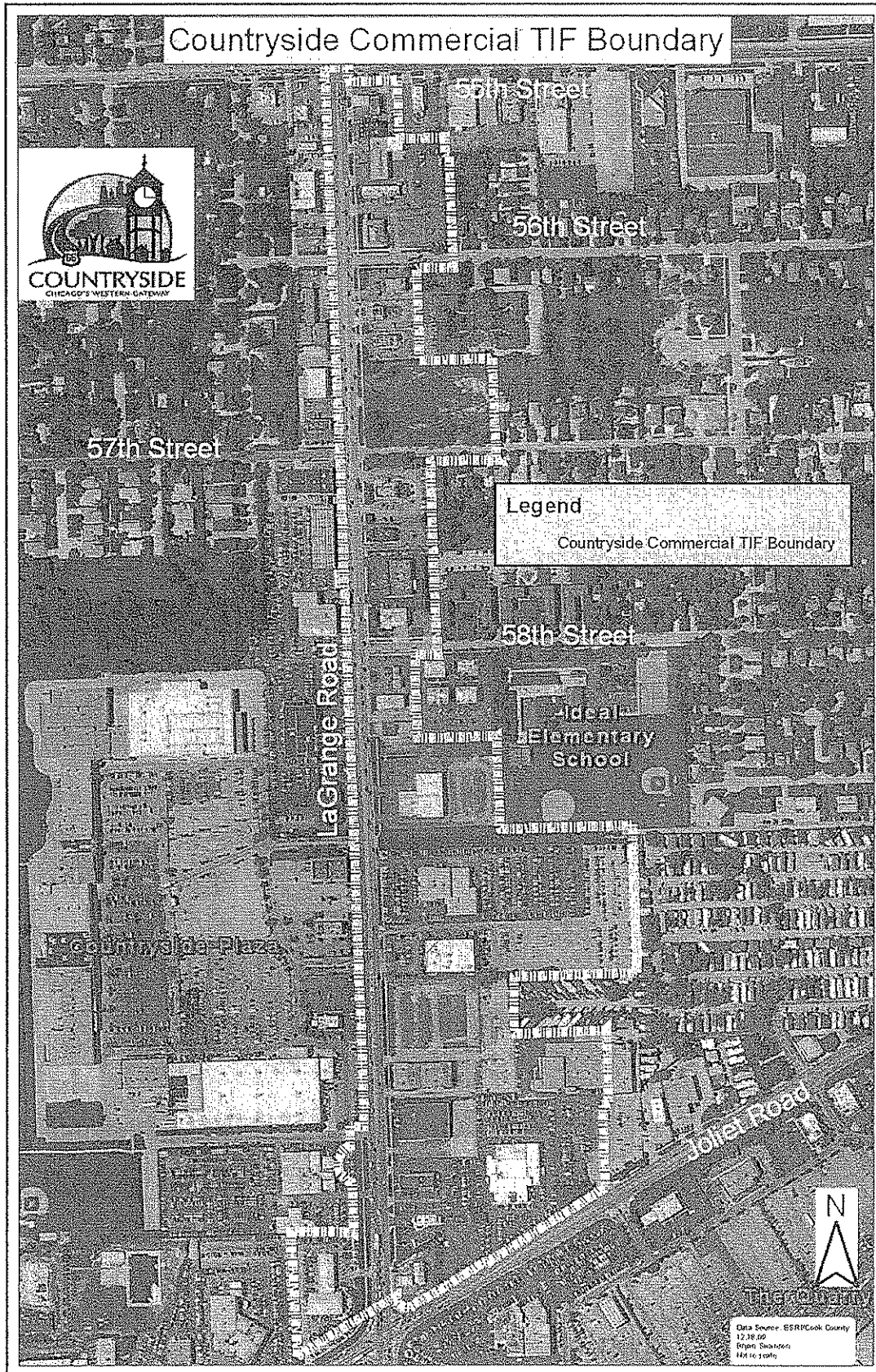
ATTACHMENT "E"

EXHIBIT A-2

Commercial TIF District

Map

(see attached)



ATTACHMENT "E"

EXHIBIT B

Legal Description for the Property

Lot 1 (except the South 22 feet of the West 18 feet thereof) in Autobarn Mazda Plat of Consolidation of part of the North 1/2 of the Northeast 1/4 of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 7, 2007 as Document 0725015075, in Cook County, Illinois;

P.I.N.: 18-16-204-036;

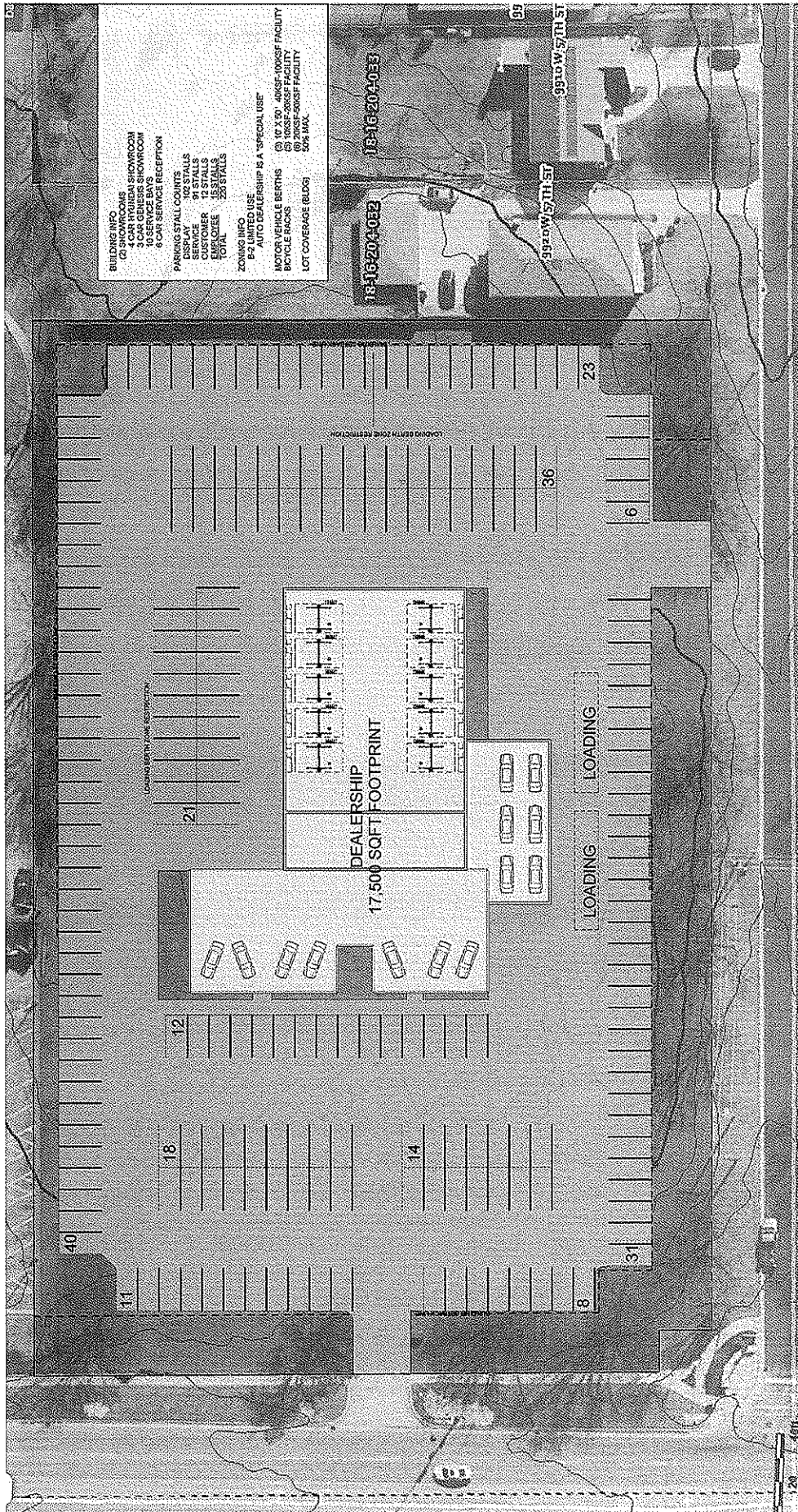
Common Address: 5631 South LaGrange Road,
Countryside, Illinois 60525.

ATTACHMENT "E"

EXHIBIT C

Site Plan for the Project

(attached)



ETTLESON HYUNDAI

5631 LaGRANGE COUNTRYSIDE IL

THE REDMOND COMPANY
 • DESIGN • CONSTRUCTION
 • CONSULTING • MANAGEMENT
 1023 West Wyandover Drive
 St. Louis, MO 63105
 Tel: 314.432.1000 Fax: 314.432.1010
 www.redmondco.com

10/20/15

EXHIBIT D

Detailed Description of the Project

A seventeen thousand five hundred (17,500) square feet automobile dealership with two (2) showrooms, consisting of a four (4) car Hyundai showroom and a three (3) car Genesis showroom, ten (10) service bays, a six (6) car service reception area, and two hundred twenty (220) parking stalls, consisting of one hundred two (102) display parking stalls, ninety one (91) service parking stalls, twelve (12) customer parking stalls, and fifteen (15) employee parking stalls.

ATTACHMENT "E"

EXHIBIT E

Real Estate Sale Contract

(attached)

REAL ESTATE SALE CONTRACT

(the "Contract")

1. This Contract shall be subject to the terms and conditions of the Redevelopment Agreement for the Ettleson Automobile Dealership Development Comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois, entered into between the Seller and the Purchaser, (the "Redevelopment Agreement"), and, to the extent of any conflict between the terms of this Contract and said Redevelopment Agreement, the terms of the Redevelopment Agreement shall control. Capitalized terms shall have the meaning set forth in the Contract and the Redevelopment Agreement.
2. Countryside Auto Park, LLC, an Illinois limited liability company (the "**Purchaser**") agrees to purchase at a price of One and 00/100 Dollar (\$1.00) (the "**Purchase Price**"), on the terms set forth herein, the property legally described on Exhibit 1 attached hereto (the "**Property**").
3. The City of Countryside (the "**Seller**") agrees to sell the Property, at the Purchase Price and on the terms and the conditions set forth herein, and to convey or cause to be conveyed to Purchaser thereto by a recordable Special Warranty Deed (the "**Deed**") subject to the Permitted Exceptions, together with the any and all personal property, including fixtures presently located thereon, which the Seller shall execute and deliver to Purchaser a bill of sale.
4. Seller shall, within twenty (20) business days after the effective date of this contract, deliver to Purchaser, at Seller's sole cost and expense, a current as-built ALTA/ACSM survey (the "**Survey**") of the Property, prepared by a registered land surveyor or engineer, licensed in the State of Illinois, prepared in accordance with the Minimum Standard Detail Requirements of a Class A Land Title Survey jointly established by the American Land Title Association and the American Congress on Surveying and Mapping, certified to the Title Company, Purchaser, and any lender of which Seller shall be notified, and in form sufficient to provide ALTA coverage and satisfy all reasonable lender requirements, if applicable. The Survey shall depict and include, without limiting the foregoing: the present location of all improvements or structures on the Property, including all encroachments of any part thereof onto adjoining land and all encroachments of any part of adjoining improvements onto the Property, parking spaces (by location and number), building lines and all easements whether recorded or visible (and, if recorded, by specific reference to recorded document numbers); access to public roads or ways; all underground and above ground utilities servicing the Property; and identification of each Permitted Exception capable of being geographically located, by locating the same on the Survey with reference to recording information. The Survey must be sufficient to cause the Title Company (as defined below) to delete the standard printed survey exception and to issue the title policy free from any survey objections or exceptions whatsoever, other than the Permitted Exceptions. Within ten (10) business days of receipt of the Survey, Purchaser and Seller shall agree in writing on those Survey exceptions subject to which Purchaser shall take title to the Property.

Upon approval of the Survey by Seller and Purchaser, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.

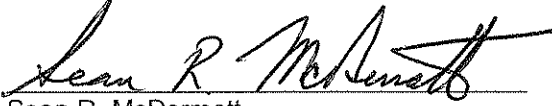
5. The time of closing (the "**Closing**") shall be as provided for in Section V. of the Redevelopment Agreement (the "**Closing Date**") or on the date, if any, to which such time is extended by reason of paragraph 1 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title Insurance in downtown Chicago, Illinois, provided title is shown to be good or is accepted by Purchaser.

ATTACHMENT "E"

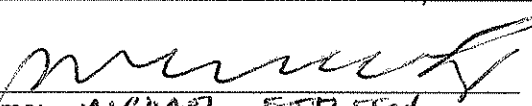
6. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.
7. This Contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this Contract. To the extent of any conflict between the terms of this Contract, the Conditions and Stipulations, and the Redevelopment Agreement, the terms of the Redevelopment Agreement shall control.
8. This Contract shall be deemed dated and become effective as of the date of the Redevelopment Agreement (the "**Effective Date**").

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date next to their respective signature.

SELLER:
CITY OF COUNTRYSIDE

By: 
Name: Sean R. McDermott
Title: Mayor

Executed by Seller on 7-27-2016

PURCHASER:
COUNTRYSIDE AUTO PARK, LLC
By: 
Name: MICHAEL ETTLESON
Title: MANAGER

Executed by Purchaser on 8/5/16

CONDITIONS AND STIPULATIONS

1. Seller shall deliver to Purchaser, a title commitment issued by Chicago Title Insurance Company (the "**Title Company**"), with the cost of said title commitment to be shared equally by Seller and Purchaser, in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5, (the "**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment (the "**Underlying Title Documents**"), subject only to (i) covenants, conditions, restrictions and easements of record; (ii) all applicable laws and ordinances affecting the Property, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Property; (iv) the restrictions and reservations, if any, contained in the Deed, provided that (i), (ii), (iii) and (iv) do not prevent the Purchaser, in Purchaser's reasonable judgment, from being able to proceed with the Project, as defined in the Redevelopment Agreement; (v) 2015 and 2016 general real estate taxes not yet due and payable and subsequent years; and (vi) acts done or suffered by or judgments against Purchaser (collectively, the "**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as defined above) disclose exceptions to title, which are not acceptable to Purchaser, (the "**Unpermitted Exceptions**"), Purchaser shall have thirty (30) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Purchaser shall provide Seller with a title and survey objection letter (the "**Purchaser's Objection Letter**") listing those matters, which are not acceptable to Purchaser. Seller shall have thirty (30) days from the date of delivery of the Purchaser's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or to cure any Survey Defects, the time of Closing shall be extended thirty (30) days (the "**Extended Title Closing Date**") after Purchaser's receipt of a proforma title policy (the "**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions or correcting the Survey Defects within the specified time, Purchaser may elect to either (i) terminate this Contract, or (ii) upon notice to Seller within ten (10) days after Purchaser's receipt of Seller's intention not to cure the Unpermitted Exceptions or Survey Defects, to take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Purchaser does not so elect, this Contract shall become null and void without further action of the parties. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions and any Unpermitted Exceptions or defects in the title disclosed by the Survey, if any, as to which the title insurer commits to extend insurance in the manner specified in this Paragraph.
2. General Property taxes, if any, shall be prorated as of the closing date on the basis of the prior year's taxes increased five percent (5%), unless the Seller has obtained an exemption for payment of real estate taxes from the Department of Revenue, in which event, the Purchaser shall be responsible for payment of real estate taxes on the day of Closing through to and including December 31, 2016 and subsequent years.
3. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

ATTACHMENT "E"

4. In the event Seller fails to close this transaction in accordance with the terms hereof, the Purchaser may either seek specific performance or terminate its obligations hereunder, and, in the event of termination, all sums paid hereunder by Purchaser to the Seller or to the Title Company shall be refunded to Purchaser without deduction, together with any interest earned thereon.
5. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of the Special Warranty Deed shall be made through the escrow and this Contract. The cost of the escrow shall be divided equally between Seller and Purchaser.
6. Time is of the essence of this Contract. If the date of Closing or any date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of Closing or such performance shall be extended to the next business day.
7. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, if addressed to the parties as follows:

If to City: Sean McDermott, Mayor
City of Countryside
5550 East Avenue
Countryside, Illinois 60525

With a copy to: Gail Paul, City Administrator
City of Countryside
5550 East Avenue
Countryside, Illinois 60525

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Thomas P. Bayer/Gregory T. Smith

If to Developer: _____

Attn: _____

With a copy to: _____

Attn: _____

ATTACHMENT "E"

Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

8. The parties acknowledge that as the Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.
9. As the Seller is a municipal entity, this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the Mayor and City Council of the Seller.
10. This Contract shall be deemed dated and become effective on the date that the authorized signatories of Seller shall sign the Contract, which date shall be the date provided next to the Seller's signature.
11. This Contract and the Exhibit attached hereto, if any, and made a part hereof, or required hereby, embody the entire contract between the parties hereto with respect to the Real Estate and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notices of any extension, change, modification or amendment made or claimed by Seller or Purchaser (except with respect to permitted unilateral waivers of conditions precedent by Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Purchaser.
12. The following Exhibits, Schedules, Riders or attachments are hereby attached hereto and made a part hereof by reference:

Exhibit 1 - Legal Description of Property

Exhibit 2 – Disclosure Form (which shall be completed by the Purchaser)

ATTACHMENT "E"

Exhibit 1 to Real Estate Sale Contract

Legal Description of Property

Lot 1 (except the South 22 feet of the West 18 feet thereof) in Autobarn Mazda Plat of Consolidation of part of the North 1/2 of the Northeast 1/4 of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 7, 2007 as Document 0725015075, in Cook County, Illinois;

P.I.N.: 18-16-204-036;

Common Address: 5631 South LaGrange Road,
Countryside, Illinois 60525.

Exhibit 2 to Real Estate Sale Contract
Disclosure Form

48

ATTACHMENT "E"

EXHIBIT F

Countryside's City Center Design Standards

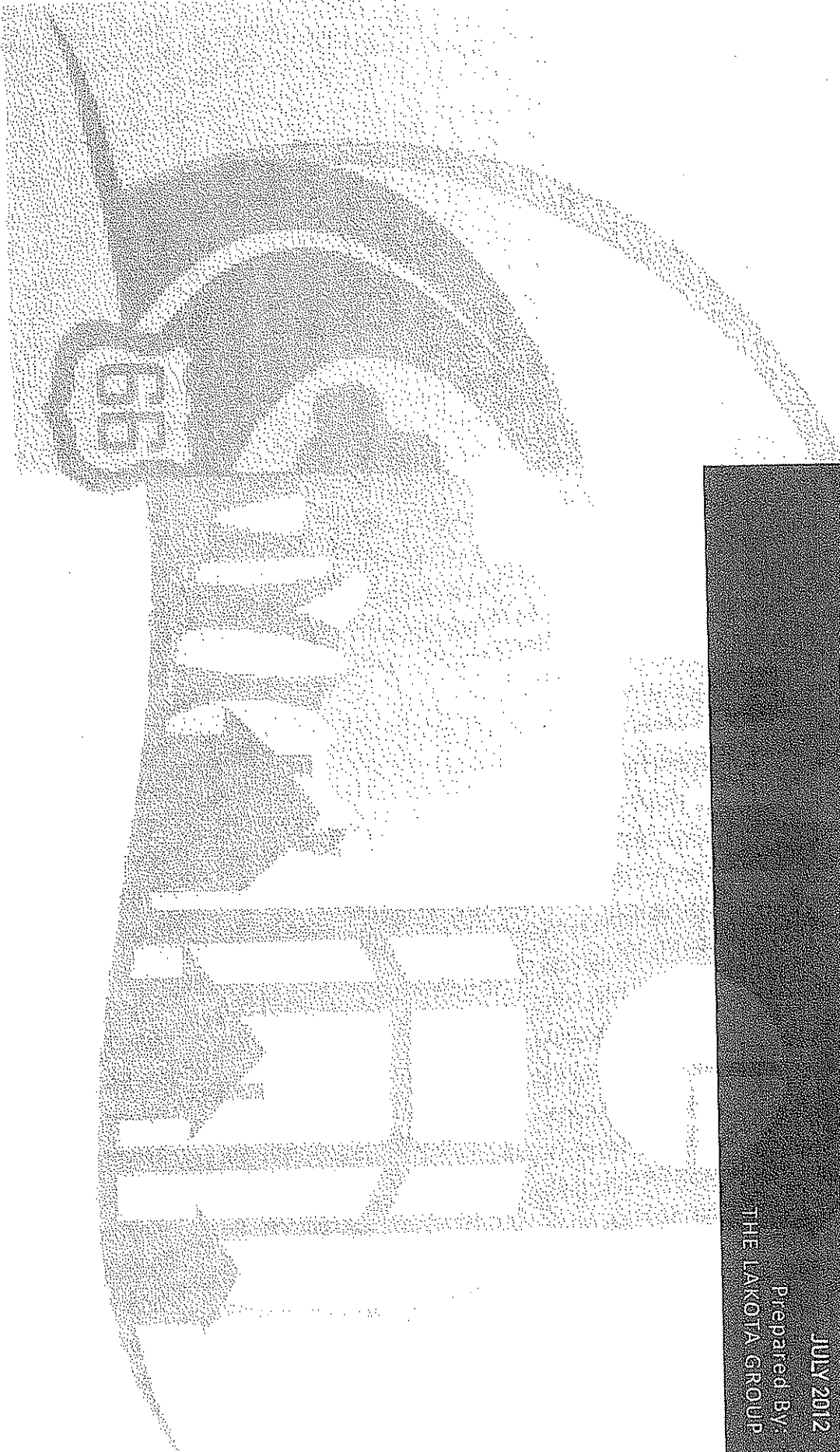
(attached)

COUNTRYSIDE'S CITY CENTER DESIGN STANDARDS

COUNTRYSIDE, ILLINOIS

JULY 2012

Prepared By:
THE LAKOTA GROUP



SECTION 1: SITE PLANNING STANDARDS

SECTION 2: ARCHITECTURAL DESIGN STANDARDS

SECTION 3: SITE CIRCULATION

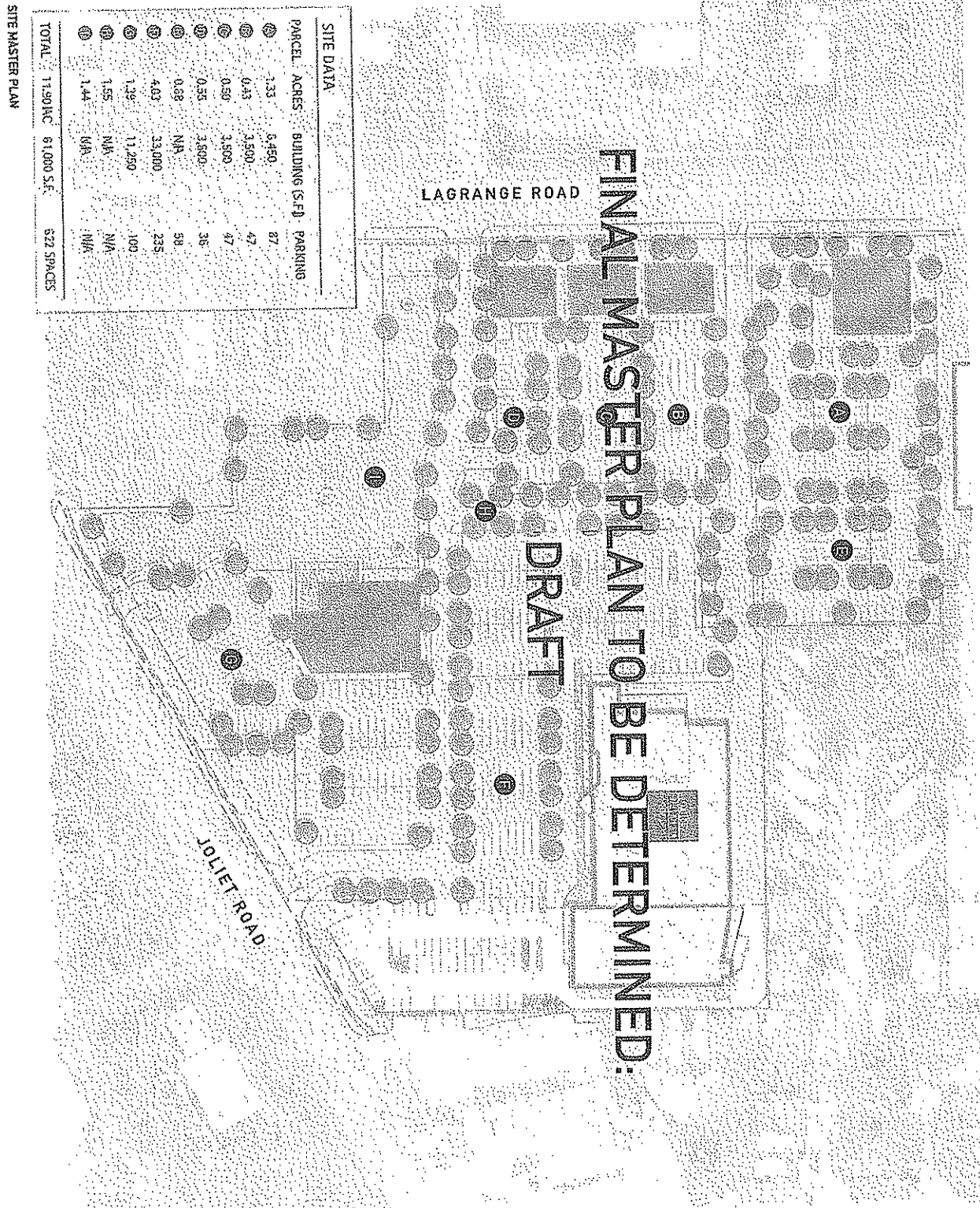
SECTION 4: LANDSCAPE STANDARDS

SECTION 5: BUSINESS & SITE SIGNAGE

APPENDIX A: DEFINITIONS & DETAILS

TABLE OF CONTENTS

CONCEPTUAL SITE PLAN



PURPOSE

The following design standards were created to provide landowners, businesses, developers, planners, architects, landscape architects and engineers requirements for developments within the Countryside City Center. The design standards are intended to maintain and enhance the physical character of the Countryside City Center by encouraging development proposals that strive for high-quality design.

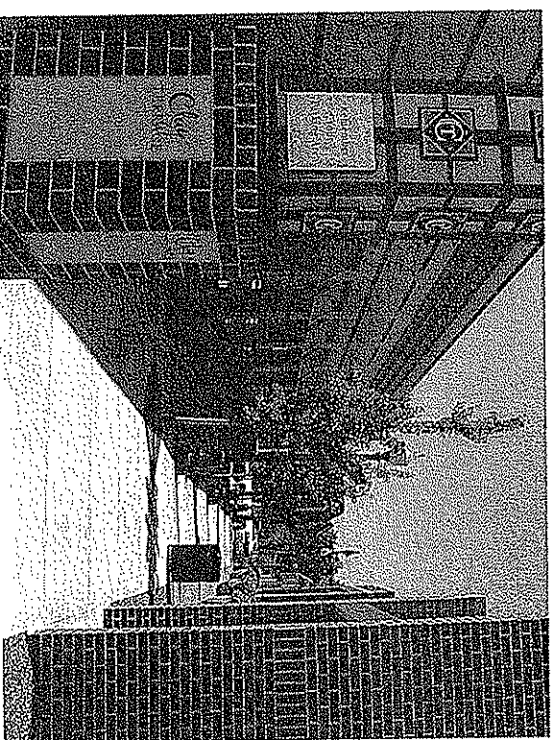
SITE PLANNING STANDARDS

Building Massing/Orientation

- The overall Master Plan strives to establish a "Main Street" or "City Center" type shopping experience, with building "streetwalls", interconnected streets/driveways, open glass storefronts, and pedestrian friendly sidewalks.
- Building scale and massing shall follow the Master Plan and maintain a relationship with adjacent structures, to create building "street walls" along streets, drives and sidewalks where possible.
- Buildings shall be oriented towards the street with main entrances and/or windows facing the primary or secondary drive isles.
- Buildings shall hold the corners of intersections where possible to enhance the sense of enclosure and pedestrian-orientation of the commercial area.
- Single-story commercial buildings shall be at least 22 feet in height. The building shall have high ceilings that create a greater feeling of enclosure along the street.
- Buildings shall be placed close to streets, drives and other buildings. Pedestrians shall be able to easily travel between buildings on clearly defined pedestrian paths, not parking lot driveways.

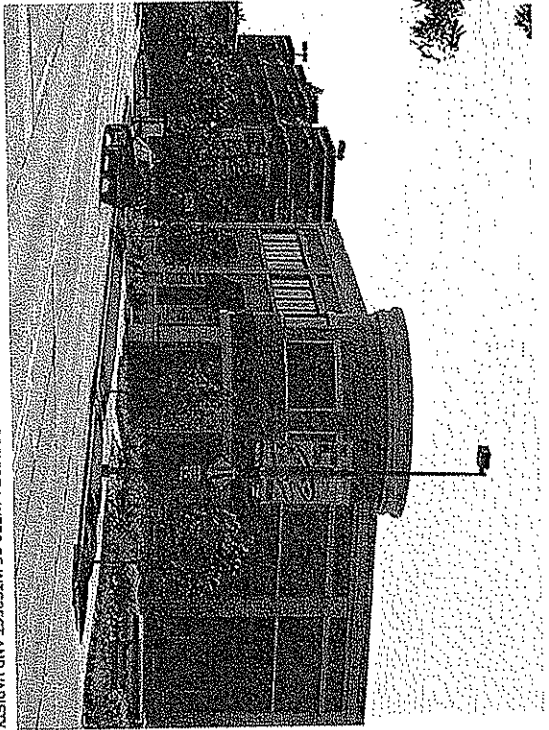


BUILDING SCALE SHALL MAINTAIN A RELATIONSHIP WITH ADJACENT STRUCTURES.

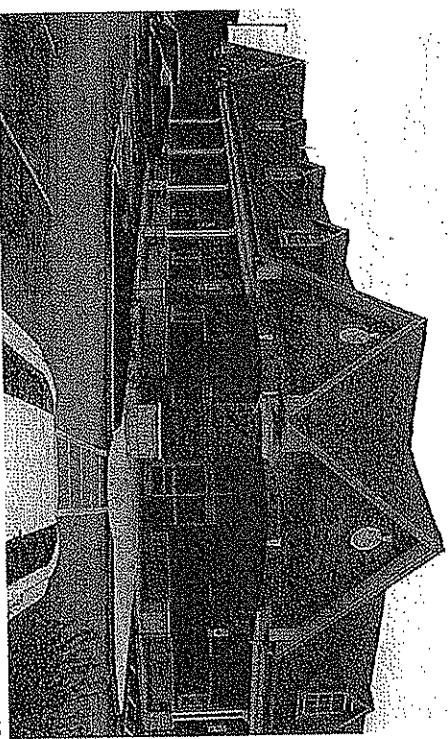


PEDESTRIAN PATHWAYS ALLOW USERS TO MOVE EASILY THROUGHOUT THE DEVELOPMENT

ARCHITECTURAL STANDARDS



ARCHITECTURAL DETAILS AND FEATURES ARE PREFERRED TO PROVIDE LAYERS OF INTEREST AND VARIETY FOR PEDESTRIANS AND MOTORISTS.



VARIATIONS IN ROOFLINES ARE REQUIRED, TO ADD INTEREST AND REDUCE THE MASSIVE SCALE OF LARGE BUILDINGS.

ARCHITECTURAL STANDARDS

Building Design

- Building design and architectural style create and enhance the character of the Countryside City Center for pedestrians and motorists.
- A range of architectural styles is preferred. However, all buildings shall be designed with common elements: open glass storefronts; clearly defined entrances to ground and upper floors (if applicable); sign bands and awnings incorporated into the design and scale of the building; upper floor windows placed in proportion to building width and height; and decorative cornices and parapets.
- Interesting architectural details and features are preferred to provide layers of interest and variety for pedestrians and motorists.
- Variations in rooflines are required, to add interest to and reduce the massive scale of large buildings.
- Whenever possible, adjacent buildings shall have component parts in good proportion with one another. Similar design linkages include placing window lines, belt courses and other horizontal elements in a pattern that is harmonious and reflects the same elements on neighboring buildings.
- Solid, windowless walls are not permitted, unless necessary to the function of the building. In such a case, a solid, windowless wall shall incorporate awnings, display windows, material and color variations, arches, piers, columns, murals, high quality graphics, landscaping and other elements that reduce building scale and add visual interest.
- Building entrances shall be designed so that doorways and vestibules are easily seen by shoppers and visitors, easily distinguished by tenant and use, and open and visible from the sidewalk.

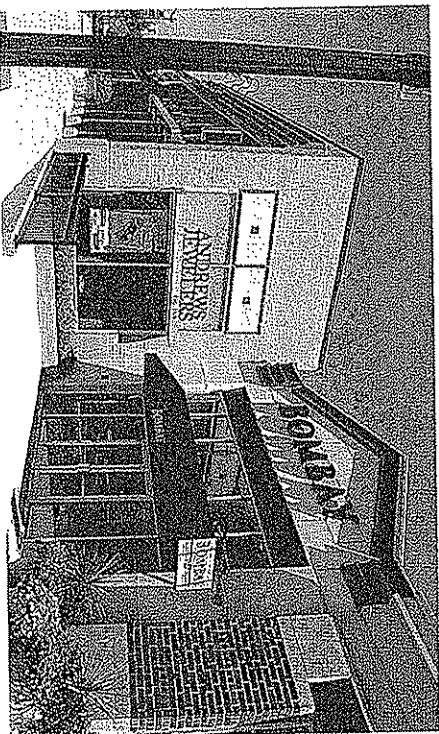
- New buildings and facade rehabilitations shall be designed to allow easy re-design and re-use of the facade if the tenant changes.
- Architectural design shall articulate and enhance buildings, especially those at street corners because of their prominence and visibility. Where appropriate, features such as a cupola, atrium, clock tower, and/or varying rooflines shall be considered to add visual interest to the area.

Building Facade/Exteriors

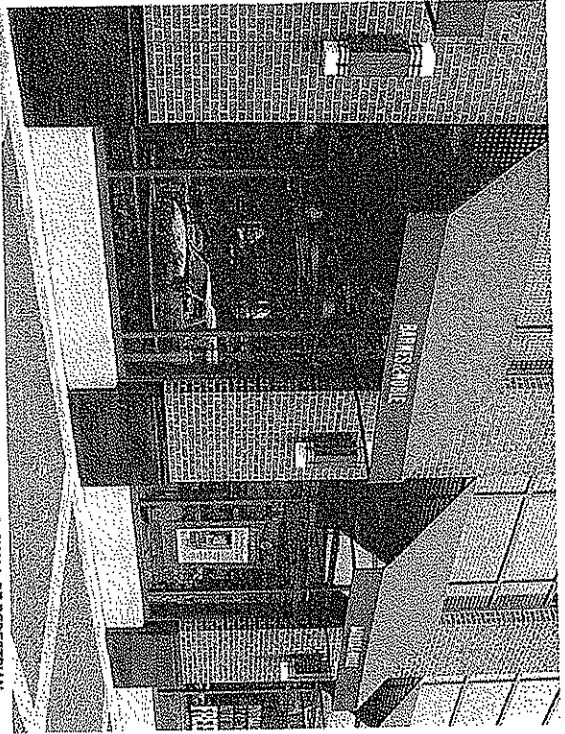
- Monotony of design in multiple building developments with repetitive units shall be avoided. Variation of detail, form, and siting shall be used to provide interest. Buildings of the same design or exterior elevation are not permitted on adjacent lots.
- Rear building entrances and facades shall be designed in a manner consistent with the front and side facades, especially when parking is located behind buildings.
- Buildings that attempt to use the building itself as "advertising" are not permitted, particularly where the proposed architecture is a "corporate" or franchise style.
- Unarticulated, flat front, all glass, or metal, futuristic style buildings are not permitted.
- All commercial buildings shall be designed to reduce perceived height and bulk by dividing the building mass into smaller-scale components (such as the height of a wall or cornice or parapet line shall match that of adjacent buildings.) Similar design linkages could include placing window lines, belt courses, and other horizontal elements in a pattern that reflects the same elements of neighboring buildings.



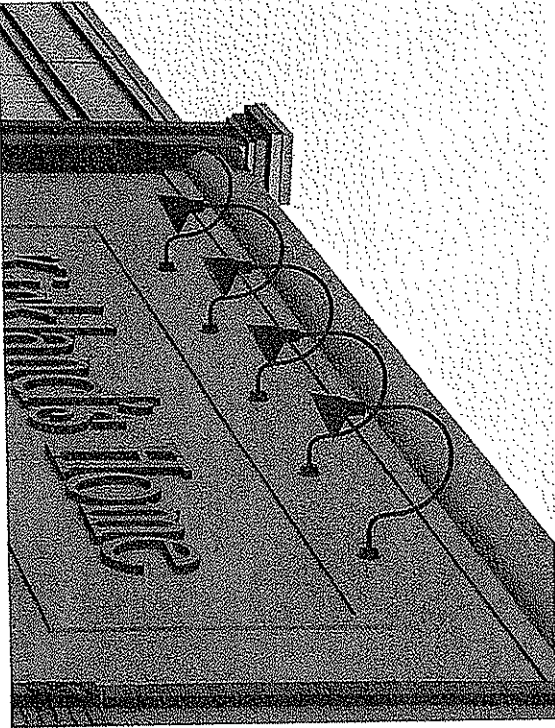
ALL COMMERCIAL BUILDINGS SHALL BE DESIGNED TO REDUCE PERCEIVED HEIGHT AND BULK BY DIVIDING THE BUILDING MASS INTO SMALLER-SCALE COMPONENTS



VARIATION OF DETAIL, FORM, AND SITING SHALL BE USED TO PROVIDE INTEREST. BUILDINGS OF THE SAME DESIGN OR EXTERIOR ELEVATION ARE NOT PERMITTED ON ADJACENT LOTS.



BUILDING PROJECTIONS, SUCH AS AWNINGS, WINDOW BAYS AND TERRACES, SHALL BE PEDESTRIAN-SCALE, PROPORTIONAL TO THE BUILDING FACADE, AND PROPORTIONAL TO ADJACENT STRUCTURES.



BUILDING-MOUNTED LIGHTING SHALL BE CAREFULLY INTEGRATED INTO THE DESIGN/STYLE OF THE BUILDING AND STREETSCAPE.

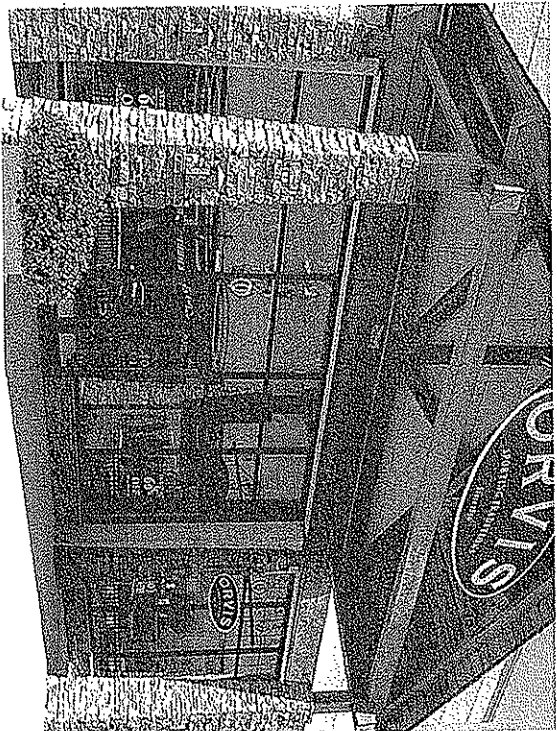
- Building projections, such as awnings, window bays and terraces, shall be pedestrian-scale, proportional to the building facade, and proportional to adjacent structures.
- Entryways into commercial buildings, including big box structures, shall not be recessed more than five feet from the exterior building wall.
- Building columns shall not obstruct pedestrian circulation along sidewalks.
- Where possible, display windows shall be installed on the sides of buildings adjacent to pedestrian paths, plazas, outdoor cafes and parking lots.
- Building entrances shall be visible from the street, well-lit, and easily accessible. Architectural elements, canopies, and/or lighting are preferred to identify entrances, not screen them.
- Main commercial/retail entrances shall be emphasized with larger door/window combinations, overhangs, slight recesses, unique roof forms, arches, accent colors, and/or architectural details.
- Building-mounted lighting shall be carefully integrated into the design/style of the building and streetscape.
- Building awning design and colors shall be consistent and complementary in color and style with the overall building facade and adjacent buildings.

Building Materials

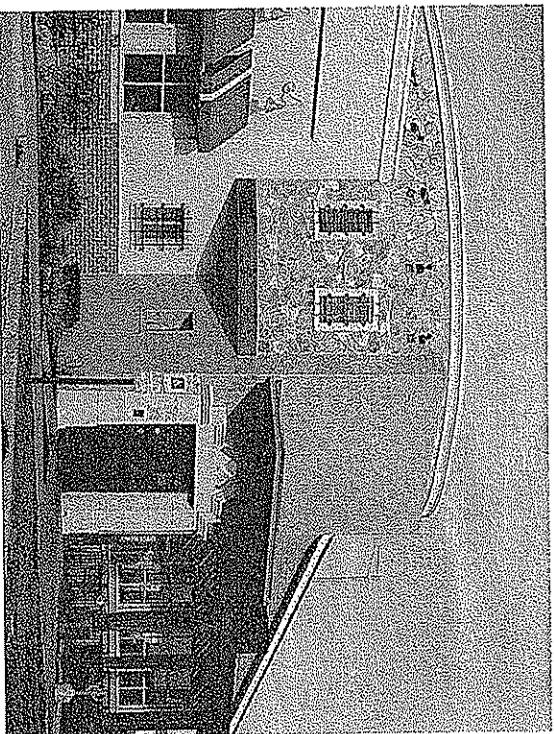
- Buildings shall be constructed of high quality materials such as brick, stone, and glass.
- At a minimum, 60% of the building elevation shall be windows, doors and fenestration. Of the remaining facade, not treated with windows, doors or fenestration, 60% shall consist of brick or natural stone.
- Tinted or reflective glass is prohibited.
- Concrete block, metal, plywood, exterior finish insulation systems, unfinished pre-cast concrete, or poured-in-place concrete shall not be used on building facades or on walls that are visible from streets, driveways, sidewalks, and/or parking areas. Stucco is allowed, but shall be limited on any building facade to a maximum of 10% of the facade.
- The number of materials on an exterior building face shall be limited to five (5), to prevent clutter and visual overload.
- Decorative block, synthetic stone, smooth/textured synthetic plaster, metal and wood trim shall be used only for decorative accent purposes and limited in their use on building facades and visible walls.

Building Colors

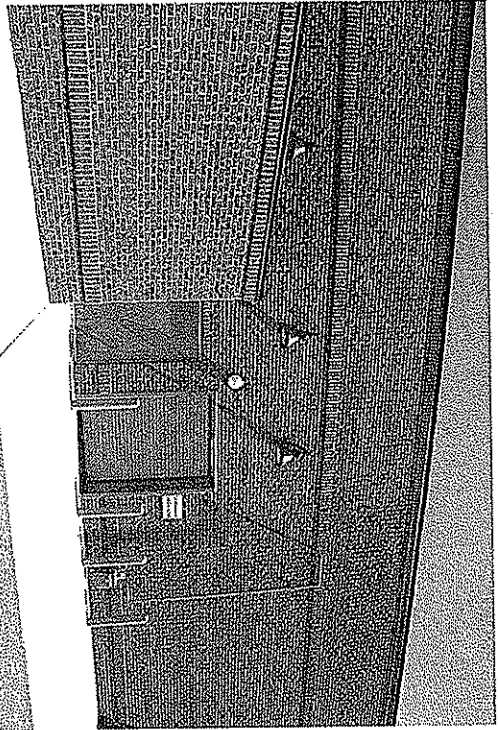
- Building color shall be compatible with the area's character and enhance the building's visual character.
- Neutral and natural colors shall be used where possible, with contrasting, accent colors acceptable for secondary or accent colors.
- Primary, bright, or excessively brilliant colors are not permitted unless used sparingly for subtle trim accents.
- Color schemes shall be coordinated with neighboring buildings.
- Colors for building walls and storefronts shall be compatible for shops that occupy multiple-storefront buildings. The



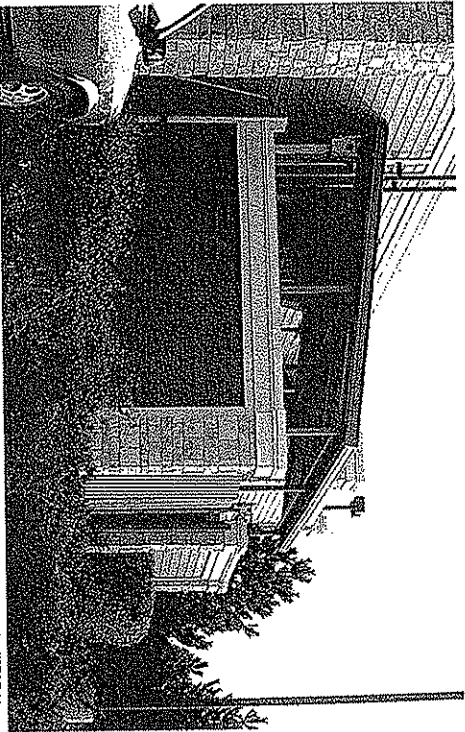
BUILDINGS SHALL BE CONSTRUCTED OF HIGH QUALITY MATERIALS SUCH BRICK, STONE, AND GLASS.



PRIMARY, BRIGHT, OR EXCESSIVELY BRILLIANT COLORS ARE NOT PERMITTED.



SCREENING SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT IT IS SUPPOSED TO HIDE AND SHALL BE OF A COLOR AND MATERIAL THAT MATCHES OR IS COMPATIBLE WITH THE DOMINANT COLORS AND MATERIALS FOUND ON THE BUILDING.



LOADING, TRASH, AND UTILITY AREAS ADJACENT TO A BUILDING SHALL BE DESIGNED AS AN INTEGRAL COMPONENT OF THE BUILDING.

use of different colors to identify individual shops within a single structure is visually disruptive and obscures the overall composition of the facade.

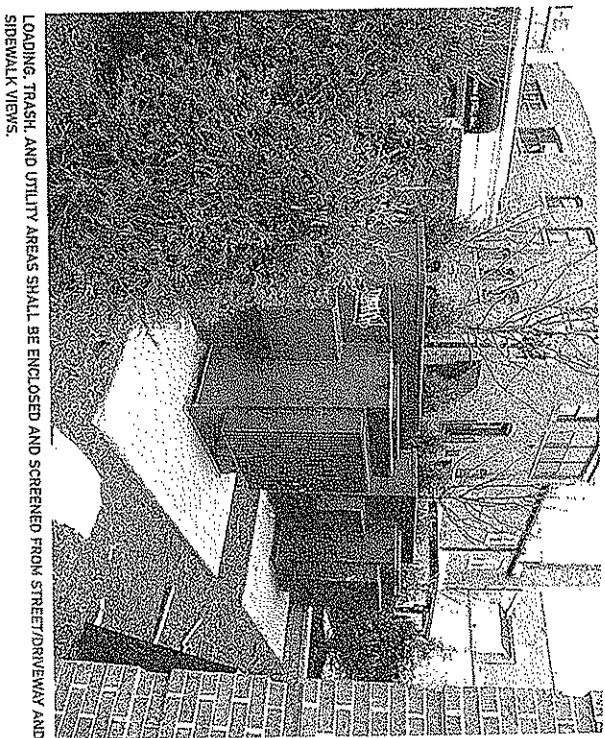
Mechanical Equipment

- Mechanical units, whether on rooftops or in service/loading areas, and other equipment shall be consolidated if possible and screened from view.
- Equipment that would remain visible despite screening because of differences in topography, shall be completely enclosed except for vents needed for air flow.
- Screening shall be at least as high as the equipment it is supposed to hide and shall be of a color and material that matches or is compatible with the dominant colors and materials found on the building. Chain link fencing, with or without slats, is prohibited.

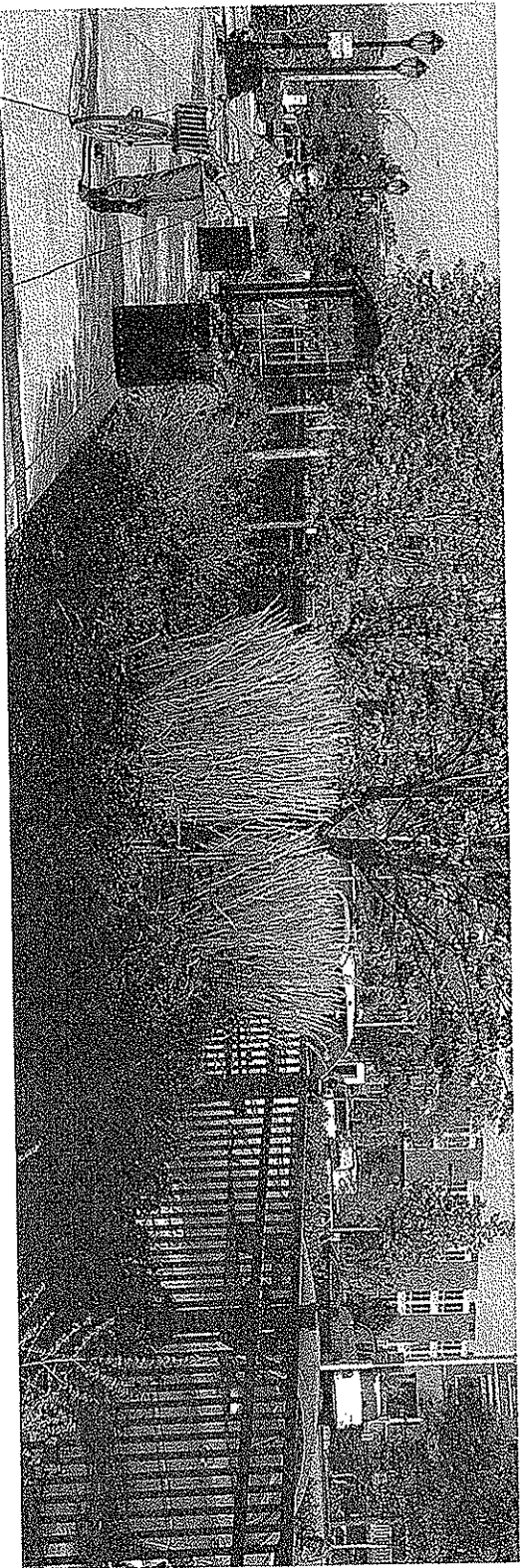
Parking/Service Areas

- Parking and service areas shall incorporate attractive materials to minimize the "hard" appearance of driveways and surface parking lots. Decorative paving shall be used to delineate pedestrian crossings, parking aisles, and entrances within parking lots.
- Parking and service areas, including alleys, shall be well lit, with glare on surrounding properties minimized.
- All parking and service areas shall be designed to accommodate efficient snow removal and storage.
- Parking and service areas shall be located and designed to minimize interference with pedestrian circulation and sidewalk connections to surrounding neighborhoods.

- Parking areas shall be buffered with landscaping, fencing, and/or architectural elements to provide an attractive streetscape. Physical transitions between buildings and parking lots shall be as "seamless" as possible.
- Service/loading areas shall be located as far as possible from primary entrances to buildings.
- Loading, trash, and utility areas shall be enclosed and screened from street/driveway and sidewalk views. Screening materials shall complement materials used on the adjacent building and be effective in every season. Brick or decorative stone in combination with decorative fencing and landscaping is preferred.
- Loading, trash, and utility areas adjacent to a building shall be designed as an integral component of the building. Outside storage of materials, equipment or trucks shall be kept to a minimum, and in areas that are screened from views.
- Sharing of loading, trash, and utility areas among businesses shall be considered for ease of maintenance, to reduce land

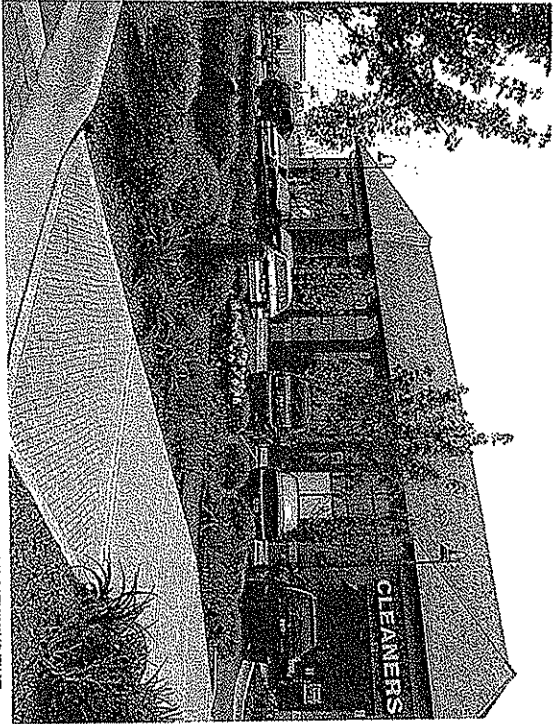


LOADING, TRASH, AND UTILITY AREAS SHALL BE ENCLOSED AND SCREENED FROM STREET/DRIVEWAY AND SIDEWALK VIEWS.

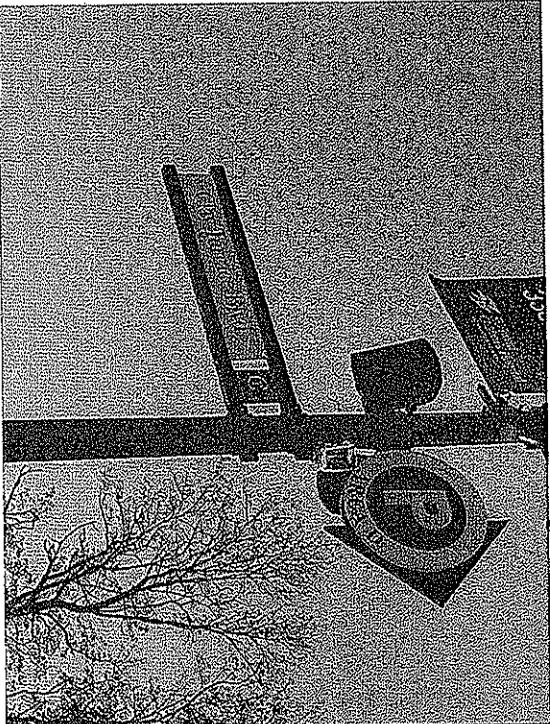


PARKING AREAS SHALL BE BUFFERED WITH LANDSCAPING, FENCING, AND/OR ARCHITECTURAL ELEMENTS TO PROVIDE AN ATTRACTIVE STREETScape.

SITE CIRCULATION



SITE CIRCULATION PLANS SHALL ENCOURAGE SEPARATE AND DISTINCT PEDESTRIAN PATHWAYS THAT CONNECT PARKING AREAS WITH BUILDING ENTRANCES.



SITE CIRCULATIONS PLANS SHALL PROVIDE CLEARLY MARKED OR SIGNED WAYFINDING AND DIRECTIONAL SIGNAGE FROM STOREFRONTS TO OPEN SPACES, STREETS AND PARKING AREAS.

needed for such functions, and to improve the visual quality of the site.

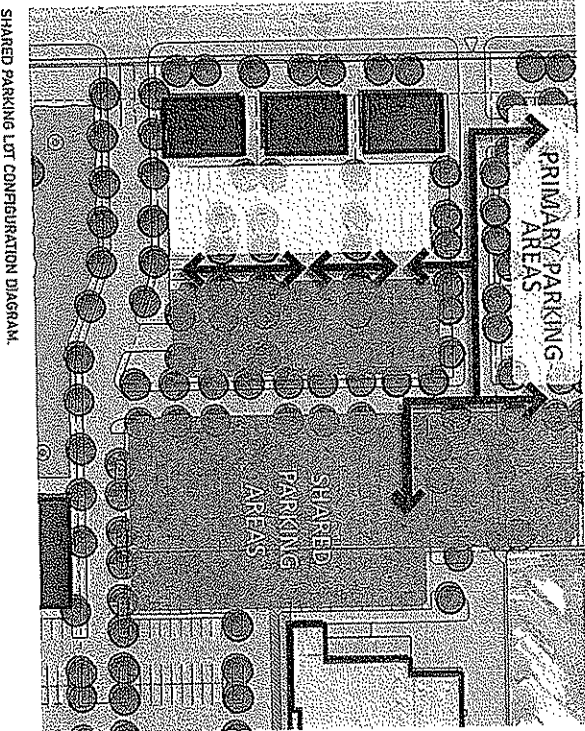
SITE CIRCULATION

Pedestrian Circulation

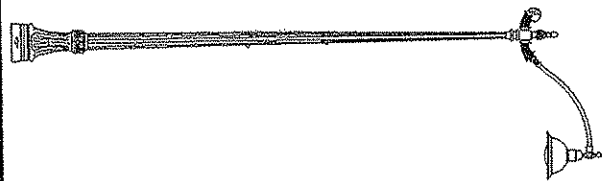
- The Master Plan strives for a transportation network that is geared toward both pedestrians and vehicles and designed to accommodate all modes of transportation.
- Site circulation plans shall encourage separate and distinct pedestrian pathways that connect parking areas with building entrances. Clearly delineated crosswalks shall be provided when such pathways cross vehicular traffic lanes.
- Site circulation plans shall provide clearly marked or signed wayfinding and directional signage from storefronts to open spaces, streets and parking areas.
- All intersections shall comply with ADA accessibility standards providing, at a minimum, depressed curbs and tactile warning paving. Pedestrian crosswalks should be located at all intersections.
- All pedestrian crosswalks shall be a minimum of six (6) feet wide and clearly delineated with striping and/or paving.
- Sidewalks, a minimum width of six (6) feet, shall be provided to create a clear path of travel for pedestrians (i.e. no outdoor seating, landscaping, outdoor displays, building columns, shopping carts or other obstructions). Such sidewalks shall be provided along all commercial building frontages including big box and grocery stores. Such sidewalks shall be planned within large parking lots to break up the mass of the lots and to provide clear, direct travel paths for pedestrians traveling to/from parking areas and overall development pedestrian circulation system.

Vehicular Circulation

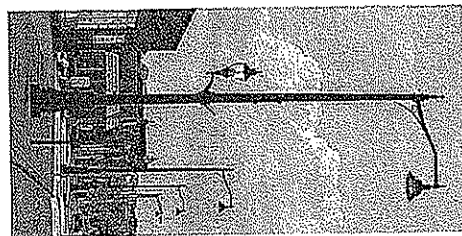
- The Master Plan assumes shared parking between parcels and therefore parking shall be coordinated and signed appropriately to avoid user confusion. Where feasible, parking lots shall be linked between sites to reduce the need for shoppers and restaurant patrons to access area roads to travel to adjacent stores and services.
- A coordinated wayfinding and directional signage program shall be part of an overall Countryside City Center development
- A unified decorative street lighting program shall be incorporated into the commercial area street and internal



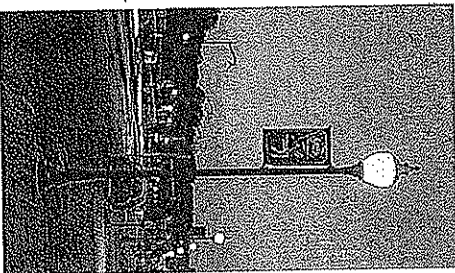
SHARED PARKING LOT CONFIGURATION DIAGRAM.



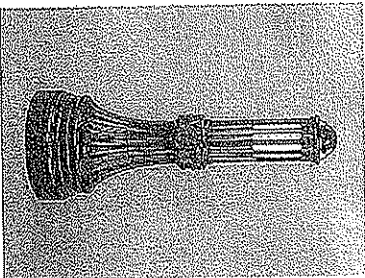
TYPICAL STREETLIGHT (SEE APPENDIX A FOR MORE DETAIL)



TYPICAL STREETLIGHT WITH PEDESTRIAN ACORN LAMP (SEE APPENDIX A FOR MORE DETAIL)



TYPICAL PEDESTRIAN POLE AND ACORN LAMP (SEE APPENDIX A FOR MORE DETAIL)



TYPICAL DECORATIVE BOLLARD (SEE APPENDIX A FOR MORE DETAIL)

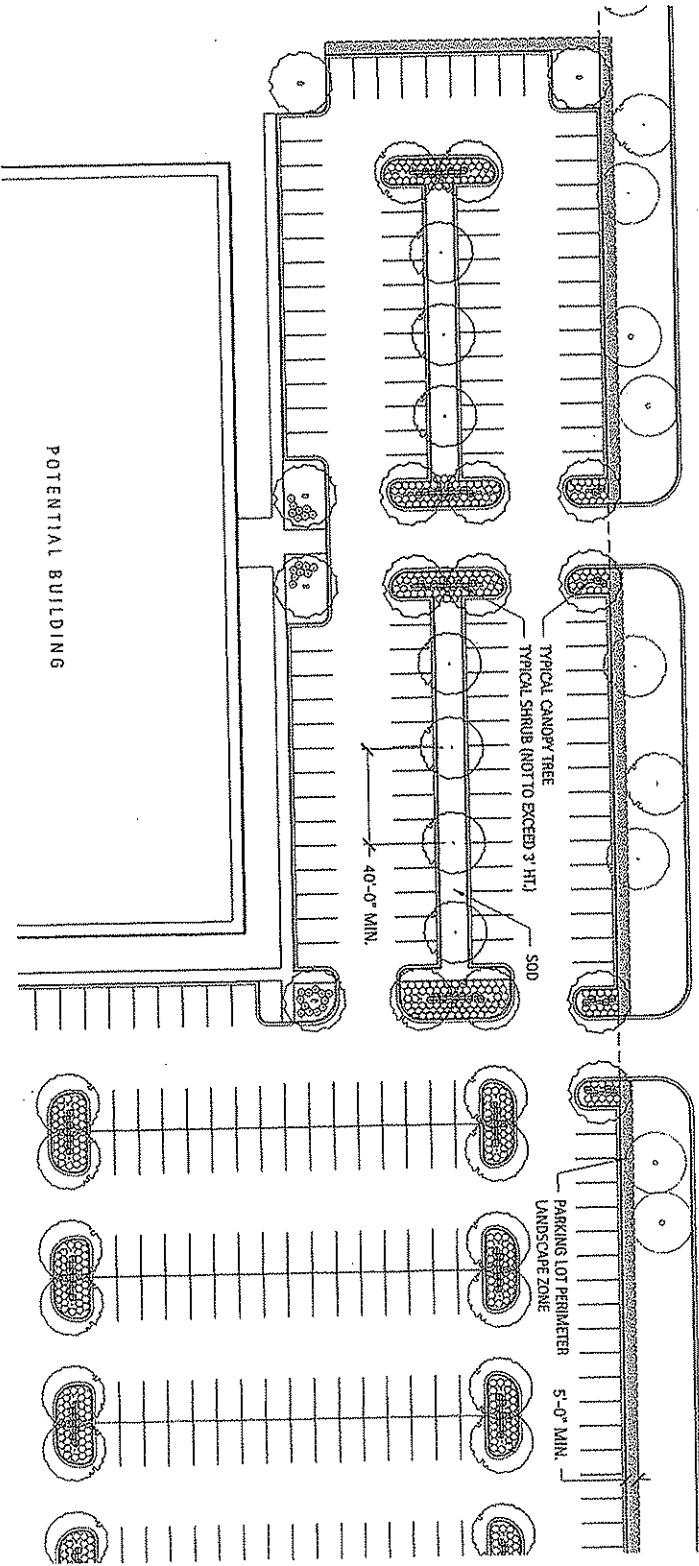
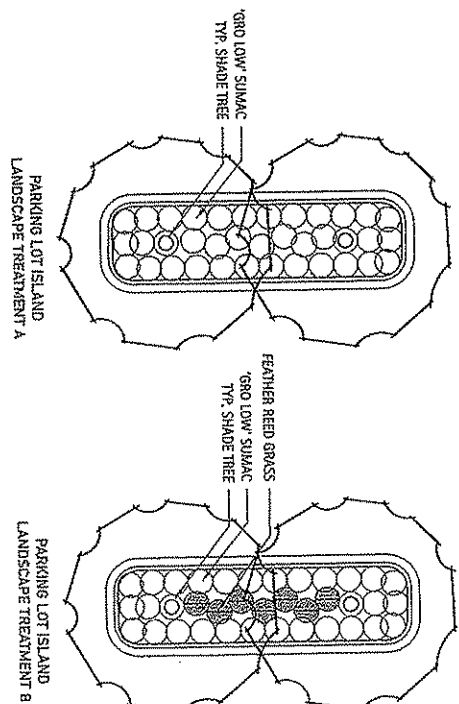
LANDSCAPE STANDARDS

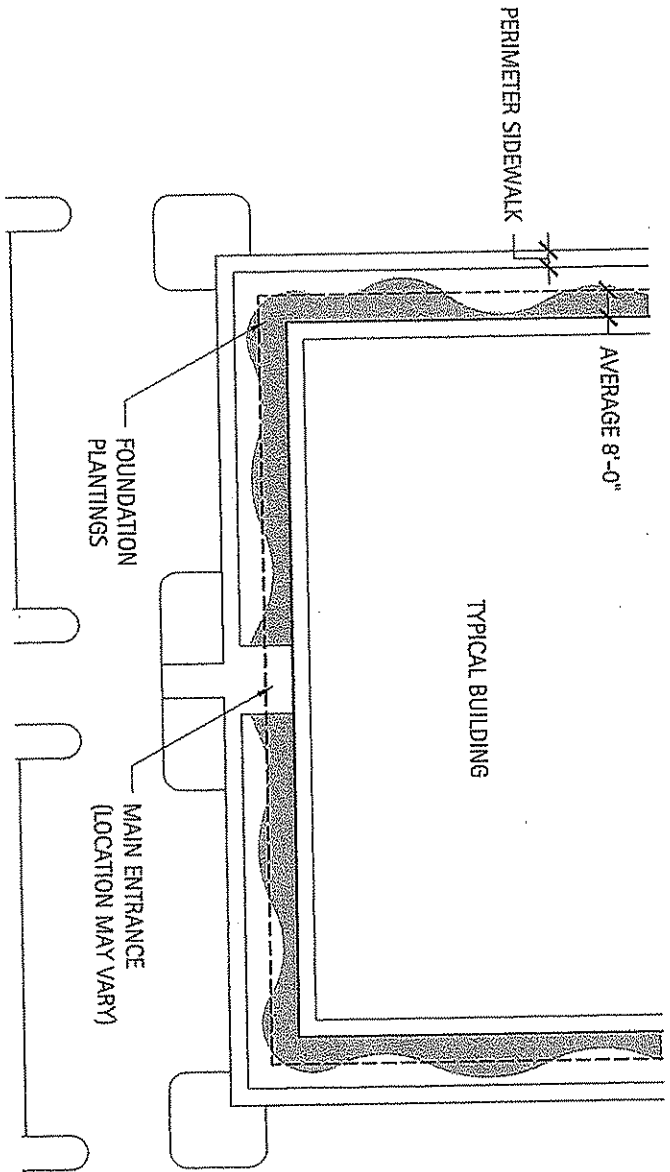
vehicular use area system to provide a sense of cohesiveness as well as safety. Individual tenants shall select building lighting that coordinates with the approved site lighting.

LANDSCAPE STANDARDS

- Plants installed to satisfy the requirements of this section shall meet or exceed the plant quality standards of the most recent edition of American Standard for Nursery Stock, published by the American Association of Nurserymen. Plants shall be capable of withstanding the extremes of individual microclimates, be nursery-grown and be balled and burlapped.
- Landscape treatment shall be provided to enhance architectural features, strengthen vistas, and provide shade.
- Detention/retention ponds shall be designed with a natural grading and planting theme, rather than a formal engineered appearance.
- Plant material shall be selected for structure, texture, color and for ultimate growth potential. Plants that are indigenous to the area and that will be hardy, harmonious to the design, and attractive (including seasonal interest) shall be used.
- In locations where plants will be susceptible to injury by pedestrian or vehicular traffic, they shall be protected by appropriate curbs, tree guards, or other devices.
- Trees shall be installed consistently along all sidewalks and pedestrian paths, and in parks/plazas, including in commercial centers.
- New plantings and color pockets shall be added along the street where space allows and in plazas. Raised beds, moveable planters, flower boxes, and hanging baskets are favored and provide seasonal interest, enhance the pedestrian experience, and reinforce an area's character.
- Along wider sidewalks, raised landscape planters may be used to break up large paved areas, add visual interest to the street, and separate pedestrians from traffic.
- All parking lots shall be designed with perimeter and island landscaping. Such plantings areas shall be sufficient in size to provide visual breaks in the parking area and to allow for plant materials to grow. Sidewalks provided in parking lots to direct pedestrians to commercial frontages and storefronts shall also include edge landscaping.
- Plant material in islands, excluding shade trees, shall not exceed a height of 36" at maturity.
- Vacant lots shall be maintained with sod and low-level plantings until developed with new buildings.
- In areas where general planting will not prosper, other materials, such as fences, walls, and pavers shall be used. Carefully selected plants should be combined with such materials where possible.
- Where a building does not form the street edge, landscaping shall be used to delineate that separation between public and private.
- All required landscape areas not dedicated to trees, shrubs, or preservation of existing vegetation shall be landscaped with grass, ground cover, or other landscape treatment, not including sand, rock, or pavement.
- For each plant type associated with the landscape requirements of this section, no single plant species shall represent more than 40% of the total plantings.

- Plant material shall be installed so it relates to the natural environment and habitat in which it is placed. Native vegetation shall be utilized in all instances unless site conditions or availability of species warrant the use of cultivars or similar materials compatible with the area.
- The scale and nature of landscape material shall be appropriate to the site and structures. For example, larger scaled buildings shall be complemented by larger scaled plants. Plant material should be selected for its form, texture, color and concern for its ultimate growth.





Foundation Plantings

- The foundation around each new building, with the exception of storage buildings shall have on average an 8-foot wide perimeter landscape that includes the following key elements:
 - *A mix of seasonal interest plantings.*
 - *A mix of deciduous and evergreen species.*
 - *Massscale at corners, side lines, entrances and along blank walls.*
 - *Open window lines.*
 - *Exposed concrete foundation wall screening.*
- *Topography enhanced to create relief with outcropping rock, boulders or decorative walls.*
- *Bed lines varied in flowing, curvilinear patterns.*
- Exceptions to this requirement include but are not limited to areas of drop-off or pick-up as well as service or loading zones. Building access and circulation regulations based on public safety standards take precedent over this requirement.
- Sidewalks and entrance/access walks are allowed within the 8-foot wide average foundation landscape area. Landscaping shall be provided between the sidewalk and the building

foundation except where connections to building entrances are necessary.

- Outdoor dining/plazas shall be supplemented with movable planters.

Site Entrances | Gateways

Special landscape and signage treatments shall be designed for all main entrances to the Countryside City Center Development. Entrances to individual sites within the development site shall include the following key design elements:

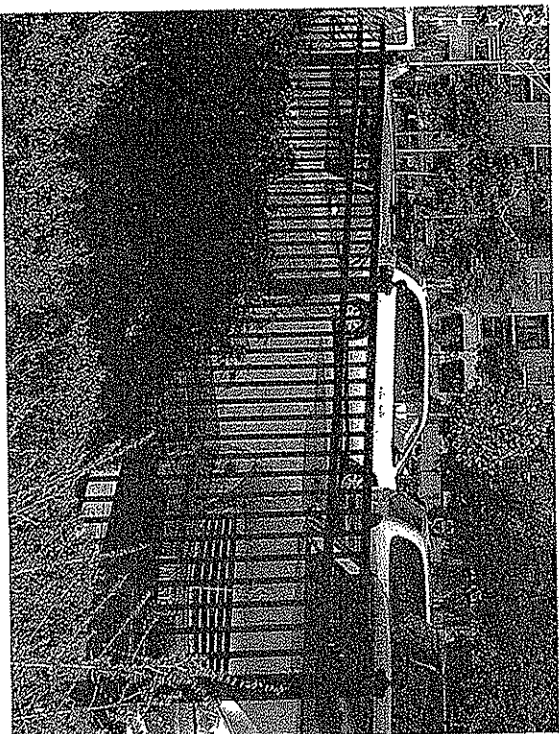
- A mix of seasonal interest plantings.
- A mix of deciduous and evergreen species.
- Topography enhanced to create relief with outcropping rock, boulders or decorative walls.
- Bed lines varied in flowing, curvilinear patterns.

Fencing

- Decorative metal, to match approved design, shall be used for fencing. Chain link or wood fencing is not allowed. Fences shall be considered an extension of building architecture and shall make an attractive transition between the building mass and natural forms of a site.

Paving

- Paving materials shall be compatible with other on-site materials. Asphalt and concrete are acceptable, but additional materials matching the approved decorative paver-style such as tile, brick, and stamped asphalt shall be used, where appropriate, such as pedestrian corners, business entranceways, walks within parking lots and outdoor dining areas.
- Specialty paving materials shall be used to dress up and identify building entries, plazas, seating areas, etc.



APPROVED DECORATIVE METAL FENCE

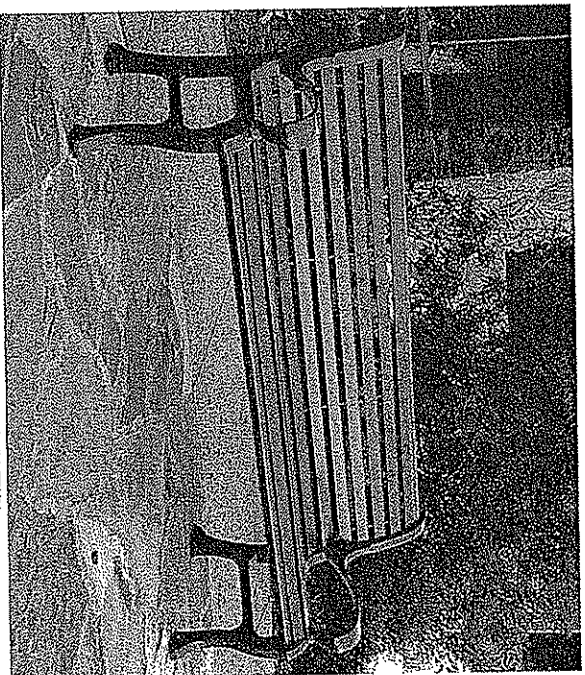


APPROVED DECORATIVE PAVER-STYLE DETAIL

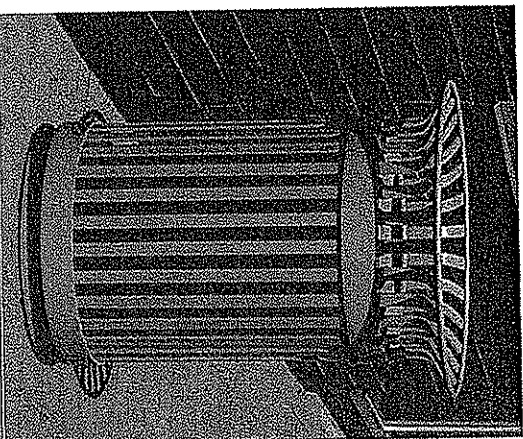
- Paving changes through color and texture changes where pedestrian walks cross auto circulation routes are preferred to alert drivers to slow down.
- Pavers shall be of a high quality material such as clay or concrete. Pavers which include recycled content such as fly ash are highly encouraged.

SITE FURNITURE

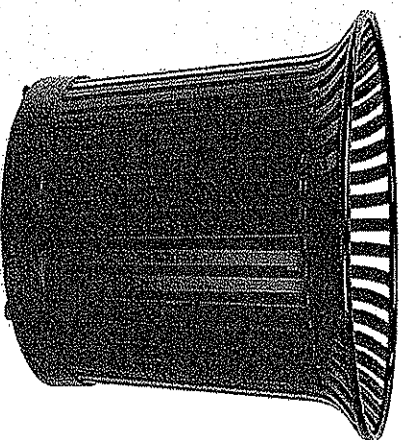
- Visual continuity within the commercial areas of the City and the specific segments of development is important. Site furniture and other amenities significantly contribute to the overall image of any commercial development.
- These elements shall include the approved benches, waste receptacles, planters, railings, bollards, bike racks, and tree grates in plazas.
- Benches shall be provided near drop off areas and entryways to major buildings, at key locations along pedestrian ways, at transit stops and plazas. Consideration shall be given to the location of benches with respect to the ability to provide shelter from summer sun and winds and be open to direct sunlight in the winter.
- Planters shall be provided in plazas areas, building entry areas and other paved open areas to give scale to the pedestrian ways.
- Waste and recycling receptacles shall be provided at building entry ways, public plazas, transit stops and near benches.
- Bike racks shall be provided at public plaza spaces and major building entry ways.
- Tree grates shall be provided in paved plazas and pedestrian ways to protect the tree's roots from compaction. In addition,



TYPICAL DECORATIVE METAL BENCH (SEE APPENDIX A FOR MORE DETAIL)



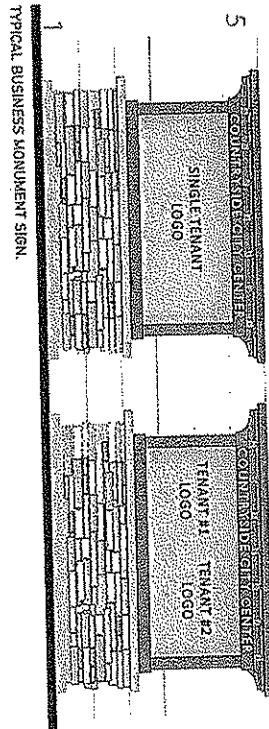
TYPICAL DECORATIVE METAL TRASH RECEPTACLE (SEE APPENDIX A FOR MORE DETAIL)



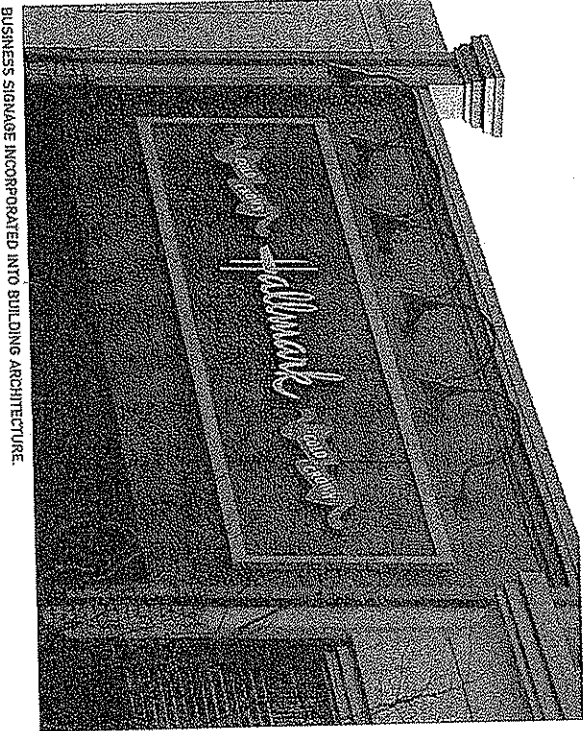
TYPICAL DECORATIVE METAL MOVEABLE PLANTER (SEE APPENDIX A FOR MORE DETAIL)

BUSINESS | SITE SIGNAGE

10



TYPICAL BUSINESS MONUMENT SIGN.



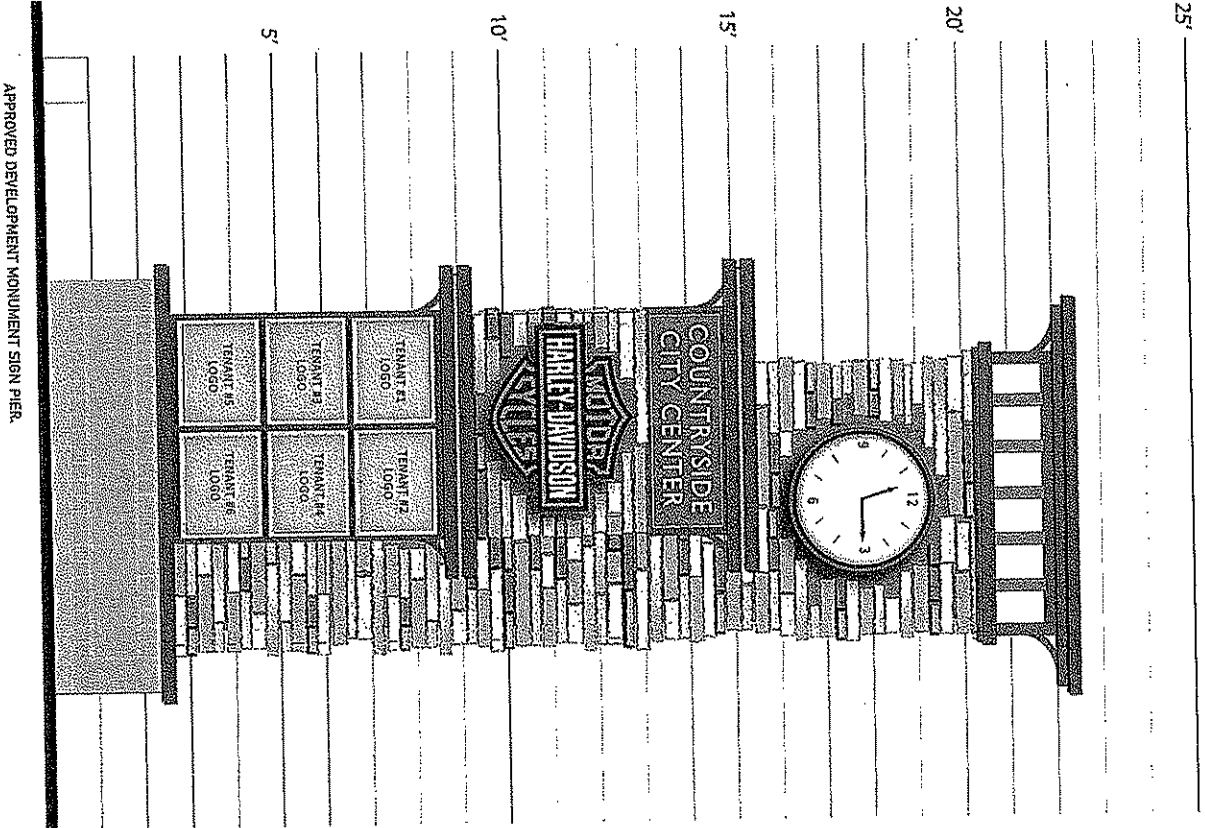
BUSINESS SIGNAGE INCORPORATED INTO BUILDING ARCHITECTURE.

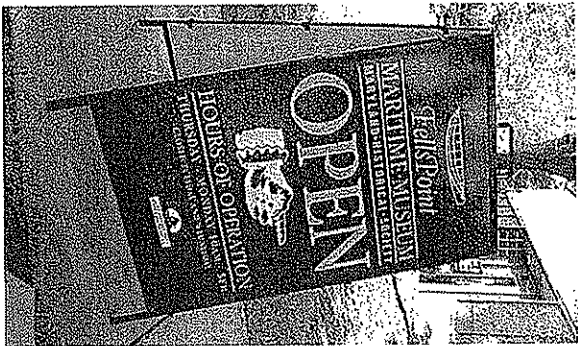
the tree grates provide special visual interest to the pedestrian space and they prevent the tree well from being a safety hazard.

BUSINESS AND SITE SIGNAGE

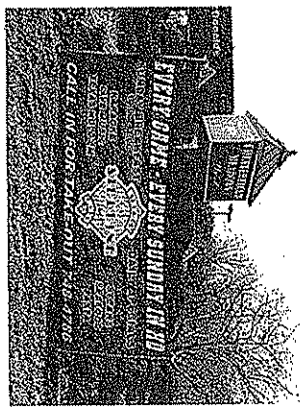
- Business signage shall be simple and incorporated into a building's architecture. The quality, size, placement, and look of signs shall all be considered in the overall design of buildings.
- One (1) monument sign per business is allowed to be placed on their site and shall follow the architecture and style of the Countryside City Center entrance monument sign.
- Signs shall be constructed of high-quality, solid, and durable materials.
- Sign colors and materials shall be consistent with the colors and materials of the building and awnings and entrance monument signs.
- Per City sign ordinance, a Special Use Permit is required for all electronic/LED signs

- Business signs shall not obstruct or obscure architectural details or significant architectural elements.
- Sign lighting shall be carefully considered in the building design. Back-lit panel signs are discouraged. If direct lighting is used, glare, brightness, visible hardware, and maintenance issues must be addressed. Strategically placed lamp fixtures that are compatible with the sign design and building architecture shall be used for illuminated signs.
- All signs placed on a site, including pylon signs shall be designed as part of a coordinated signage design theme regarding colors, images, and style.
- Text on all signs shall be simple and easy to read.
- To avoid visual clutter, redundant signage or multiple external signs shall not be used.
- All ground-mounted signs shall be placed within planting areas that coordinated in design for the overall site, except for small directional signs that are placed on poles along streets and driveways or informational kiosks that are placed freestanding along sidewalks or plazas.





TYPICAL TEMPORARY MENU SIGNAGE OR A-FRAME BOARDS.



TEMPORARY BANNERS, MOBILE SIGNS OR A-FRAME SIGNS ARE ALLOWED FOR UP TO NINE (9) SEPARATE OCCASIONS PER CALENDAR YEAR FOR A PERIOD OF 40 DAYS EACH.

- If monument signs are used, such signs shall be designed to only display the development site name and major tenant/business names. To make such signs readable for motorists, and to reduce sign clutter along major corridor roads, such signs shall have consistent, easy-to-read lettering, and shall not advertise products.

- Billboards are not permitted within the Countryside City Center Development

Temporary Signage

- Temporary mobile signs or a-frame signs are limited to six (6) square feet in area and no more than four (4) feet in height and require a special use permit from the City.
- Temporary banners, mobile signs or a-frame signs are allowed for up to nine (9) separate occasions per calendar year for a period of 40 days each.

INFORMATIONAL KIOSKS ADD ASSISTANCE IN DIRECTING PEDESTRIANS.

- Temporary banners are limited to thirty-two (32) square feet in area and require a temporary sign permit from the City.

Directional Signage

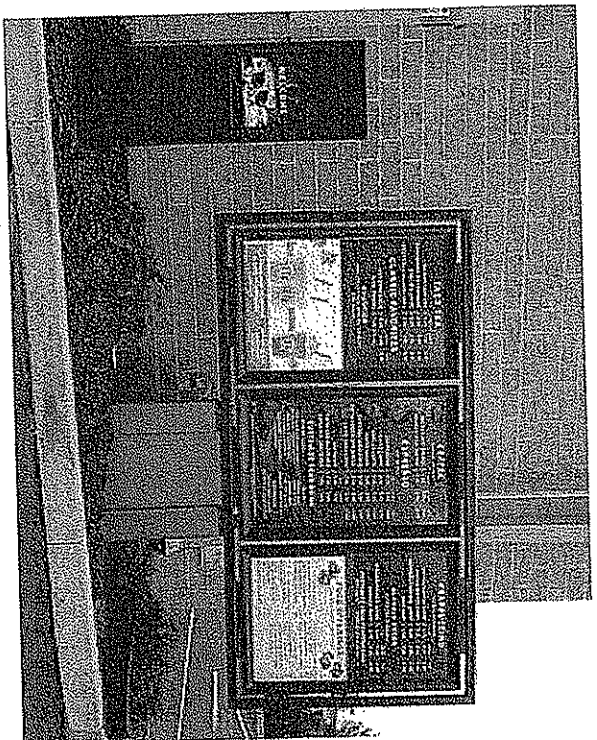
- One (1) directional sign may be installed at each vehicle entrance and exit of a property. Additional internal directional signs are allowed. Such signs may be illuminated, but may not exceed four (4) square feet in area or 5 feet in height. Commercial messages may comprise no more than 50% of the directional sign face.

Drive Thru Boards

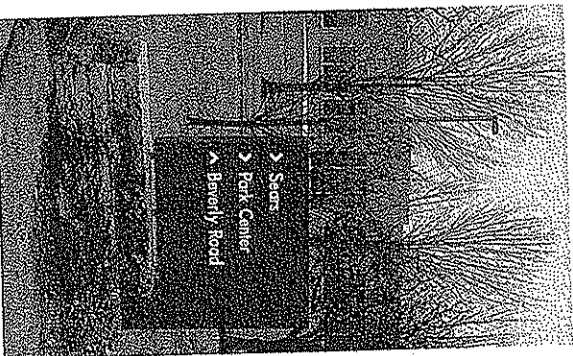
- One (1) menu board is permitted per business. The board shall be no more than forty (40) square feet in area, no more than six (6) feet in height and shall be placed no less than twenty (20) feet from any lot line.

Regulatory Signage

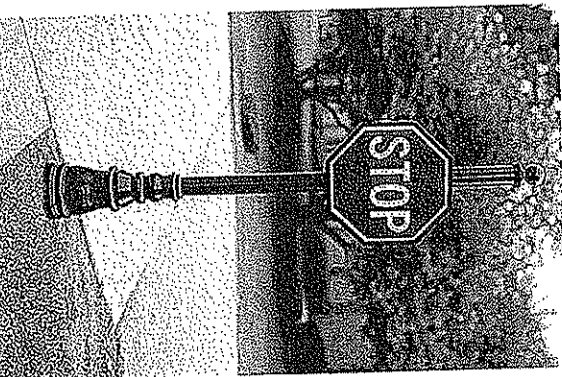
- Regulatory Signage such as "stop" and "speed limit" signs shall be incorporated into a decorative frame and pole system.



TYPICAL DRIVE-THRU MENU BOARD.



TYPICAL VEHICULAR, GROUND MOUNTED DIRECTIONAL SIGN.



DECORATIVE REGULATORY SIGN FRAME AND POLE (SEE APPENDIX A FOR MORE DETAIL).

DEFINITIONS

A

Awning: Framework covered with fabric or metal projecting from the façade of a building located on a storefront or individual window openings. The primary purpose is to shade the interior of the building and provide protection to pedestrians. Awnings can be supported by poles or brackets.

Atrium: A sky lit central court in a building.

B

Belt Course: A narrow, horizontal band projecting from the exterior walls of a building, usually defining the interior floor levels. Usually referred to in masonry construction as a continuous row of a pattern of masonry around the façade of a building.

Bracket: A support element under eaves, shelves or other overhangs; often more decorative than functional.

Bulk: The three dimensional volume of a building.

C

Character: A viewer's impression of the elements which make up a particular composition of the landscape, trees, buildings, space, furniture, materials and colors.

Clock Tower: A tower with a large clock visible high up on an outside face.

Commercial: Primary activity that provides goods and services to the public such as shops, stores, service businesses and offices.

Cornice: A projecting molding that crowns the top of a storefront or façade.

Cupola: A dome shaped roof on a circular base, often set on the ridge of a roof.

D

Design Guidelines: A set of minimum guidelines, recommendations and requirements to guide the design of land developments within a given area.

Display Window: A window of a store facing onto the street; used to display merchandise for sale in the store.

E

Easement: A grant of one or more property rights by the owner to and/or for use by the public, or other person or entity.

Eaves: The projecting overhang at the lower edge of a roof.

F

Facade: The exterior, front face of a building.

Form: The three dimensional shape and structure of a building.

I

Indigenous: Originating or occurring naturally in a particular place.

L

Landscape or Landscaped Area: Any combination of living plant materials including organic decorative materials such as rock mulches, provided that at least 25 percent of the landscaped area is covered by plant beds containing living plant materials or by turfgrass.

M

Masonry: Wall construction of materials such as stone, brick and adobe.

Mass: The exterior form and shape of a building. The height, width and depth of a structure.

Mechanical Unit: Working by machines or machinery.

Molding: A continuous decorative band that is either carved into or applied to a surface.

P

Parapet: A low, solid, protective wall or railing along the edge of a roof or balcony.

Pavers: Preformed paving blocks that are installed on the ground to form patterns while at the same time facilitate pedestrian and vehicular travel.

Plaza: An open space that may be improved and landscaped, usually surrounded by streets and buildings.

R

Reflective Glass: Glass that typically has a percentage of outdoor visible light reflectivity greater than 19% with a light transmission factor of less than 60%.

Rooflines: The shape, contours, style or outline of a roof of a building.

S

Scale: The proportions of elements that relate to the street, parking areas, plazas and pedestrian ways in relation to the human or automobile. Scale affects the arrangement of elements to form spaces that are comfortable for pedestrians and drivers alike.

Shared Parking: A type of parking management in which parking spaces are shared by more than one user, allows parking facilities to be used more efficiently. Shared parking takes advantage of the fact that most parking spaces are only used part time by a particular group. Many parking facilities have a significant portion of unused spaces, with utilization patterns that follow predictable daily, weekly and annual cycles.

Sidewalk: (Attached) a sidewalk which is attached to the back of the street curb. (Detached) A sidewalk along the street which is not attached to the back of the street curb. Typically, detached sidewalks are separated from the curb with a tree lawn or landscaped planter area.

Sign Band: The area of a building's facade where business signage or names are displayed, typically above windows and/or awnings.

Sign Face: The area or display surface used for a message or individual business identity.

Siting: The spatial location of an actual or planned structure or set of structures.

Storefront: The first story of a facade of a commercial building, usually having display windows.

Streetscape: Improvements within the public right-of-way. In an area, typically between the curb and right-of-way line. In some cases, it may be within easements adjacent to the right-of-way. All elements that constitute the physical makeup of a street and define its character.

Street Walls: Buildings oriented towards the street and sited close to the street right-of-way in order to reinforce a pedestrian-friendly environment. Entrances and/or windows face the primary or secondary drive isles.

W

Window Line: The shape, contours, style or outline of a window of a building.

APPENDIX A. DEFINITIONS & DETAILS

DETAILS

Typical Streetlight Detail:

Sternberg # 1531F/FEA6

Typical Streetlight with Pedestrian Acorn Lamp Detail:

Old Town Acorn Fixture

Typical Pedestrian Pole and Acorn Pole Detail:

Tapered | Fluted Pole with Old Town Acorn Fixture

(March Existing Countryside Streetscape Model)

Typical Decorative Bollard Detail:

Sternberg - Oxford Model: 6201LB

Typical Decorative Metal Bench Detail:

Maglin - Model #: 300MH

Typical Decorative Metal Trash Receptacle Detail:

Maglin - Model #: MLWR200-32

Typical Decorative Metal Moveable Planter Detail:

Victor Stanley - Model #: PRS-18 Production Series

Decorative Metal Regulatory Sign Mount/Pole Detail:

Sternberg Model #: 024 frame

3608P4 pole with bc post cap

ATTACHMENT "E"

EXHIBIT G

**Anticipated Assessed Value
for the Project**

Levy Year	Minimum Equalized Assessed Valuation for the Property
2016	\$0
2017	\$0
2018	\$1,446,055
2019	\$1,446,055
2020	\$1,534,565
2021	\$1,534,565
2022	\$1,534,565
2023	\$1,628,493
2024	\$1,628,493
2025	\$1,628,493
2026	\$1,728,170
2027	\$1,728,170
2028	\$1,728,170
2029	\$1,833,947
2030	\$1,833,947
2031	\$1,833,947
2032	\$1,946,200
2033	\$1,946,200
2034	\$1,946,200

EXHIBIT D

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

(attached)

DESPLAINES VALLEY NEWS

A HOUSEHOLD NAME IN THE SOUTHWEST SUBURBS SINCE 1913

7676 W. 63rd Street
Summit, IL 60501
(708) 594-9340

PUBLIC NOTICE
PURSUANT TO 65 ILCS 5/11-74.4-4(c)

The Corporate Authorities of the City of Countryside, at a City Council meeting on July 27, 2016 at 7:30 p.m., at the Countryside City Hall, 5550 East Avenue, Countryside, Illinois 60525, will consider adopting an Ordinance authorizing the Mayor and City Clerk to execute a Redevelopment Agreement which will involve the transfer of title to the below-described City-owned property:

Lot 1 (except the South 22 feet of the West 18 feet thereof) in Autobarn Mazda Plat of Consolidation of part of the North 1/2 of the Northeast 1/4 of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 7, 2007 as Document 0725015075, in Cook County, Illinois;

P.I.N.: 18-16-204-036;

Common Address: 5631 South LaGrange Road,
Countryside, Illinois 60525;

in furtherance of the redevelopment objectives of the Countryside Commercial TIF District in Countryside, Illinois. The proposed redevelopment will include a seventeen thousand five hundred (17,500) square feet automobile dealership with two (2) showrooms, consisting of a four (4) car Hyundai showroom and a three (3) car Genesis showroom; ten (10) service bays; a six (6) car service reception area; and two hundred twenty (220) parking stalls, consisting of one hundred two (102) display parking stalls, ninety one (91) service parking stalls, twelve (12) customer parking stalls, and fifteen (15) employee parking stalls. A copy of the latest draft of the proposed Redevelopment Agreement is available at the City Hall at 5550 East Avenue, Countryside, Illinois 60525, for review. Any party interested in submitting an alternative proposal or bid should contact the Countryside City Administrator, Gail Paul, at (708) 485-2462. Any alternative proposals should be submitted to the City Administrator no later than Tuesday, July 26, 2016, at 4:00 p.m.

CITY OF COUNTRYSIDE
Susan Burdett
City Clerk

Being first duly sworn, deposes and says that he is the Publisher of the Desplaines Valley News, a secular weekly newspaper of general circulation in the County of Cook, regularly published in the Village of Summit, with specific circulation to the Villages of Argo-Summit, Brookfield, Countryside, Bedford Park, Bridgeview, Hodgkins, Indian Head Park, LaGrange, unincorporated La Grange Highlands, Lyons Township, and Villages of Lyons, McCook and Willow Springs, Illinois, and various Park, Library and Fire & Police Protection Districts therein, for more than one year prior to the first publication of said notice.

Deponent further says that a notice of which the attached notice is a true and correct copy, was published in said Desplaines Valley News and that the date(s) of paper containing said published notice was the:

14th day of July, 2016
____ day of _____, 20____
____ day of _____, 20____
____ day of _____, 20____

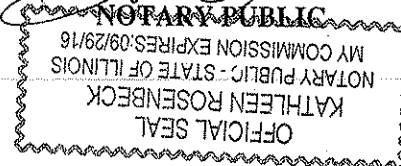
Tina M. Muehr

Publisher Representative

Subscribed and sworn to before me, this

14 day of July, 2016

[Signature]



The Desplaines Valley News is a newspaper as defined in Chapter 100, Sections 1,3,5 and 10, Illinois Revised Statutes.



Doc# 1709315108 Fee \$78.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/03/2017 02:17 PM PG: 1 OF 21

Prepared by:

Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606 -2903
(GTS #4319/21)

Prepared on behalf of
the City of Countryside

[Above space for Recorder's Office]

**COOK COUNTY, ILLINOIS
RECORDING COVER SHEET
FOR**

**CITY OF COUNTRYSIDE ORDINANCE NO. 17-08-O,
ADOPTED MARCH 8, 2017, ENTITLED:**

**"AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT FOR THE ETTLESON
AUTOMOBILE DEALERSHIP DEVELOPMENT COMPRISING A
PART OF THE COUNTRYSIDE COMMERCIAL TIF DISTRICT OF
THE CITY OF COUNTRYSIDE, ILLINOIS,"**

WITH A FULLY EXECUTED COPY OF THE

**"FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR THE ETTLESON AUTOMOBILE DEALERSHIP
DEVELOPMENT COMPRISING A PART OF THE COUNTRYSIDE
COMMERCIAL TIF DISTRICT OF THE CITY OF COUNTRYSIDE,
ILLINOIS"**

ATTACHED THERETO AS EXHIBIT 2

(impacts the property set forth on EXHIBIT A attached to this cover sheet)

ATTACHMENT "E"

EXHIBIT A

Lot 1 (except the South 22 feet of the West 18 feet thereof) in Autobarn Mazda Plat of Consolidation of part of the North 1/2 of the Northeast 1/4 of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 7, 2007 as Document 0725015075, in Cook County, Illinois;

P.I.N.: 18-16-204-036;

Common Address: 5631 South LaGrange Road,
Countryside, Illinois 60525.

ATTACHMENT "E"

ORDINANCE NO. 17-08-0

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT FOR THE ETTLESON AUTOMOBILE
DEALERSHIP DEVELOPMENT COMPRISING A PART OF THE COUNTRYSIDE
COMMERCIAL TIF DISTRICT OF THE CITY OF COUNTRYSIDE, ILLINOIS**

BE IT ORDAINED, by the Mayor and City Council of the City of Countryside, Cook County, Illinois, as follows:

SECTION 1: The Mayor and City Council of the City of Countryside (hereinafter referred to as the "City") find as follows:

- A. The City is a home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the City, to foster increased economic activity within the City, to increase employment opportunities within the City, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the City.
- C. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- D. Pursuant to Ordinance Numbers 10-58-O, 10-59-O and 10-60-O, adopted December 8, 2010, as amended by Ordinance Number 11-33-O, adopted April 27, 2011, to correct certain scrivener's errors, the City approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the City's commercial tax increment financing district (the "TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT 1-A and EXHIBIT 1-B, respectively, attached hereto and made part hereof.
- E. Pursuant to, and in accordance with, the Act, on July 27, 2016, the corporate authorities of the City adopted Ordinance No. 16-32-O, entitled "AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT FOR THE ETTLESON AUTOMOBILE DEALERSHIP DEVELOPMENT

ATTACHMENT "E"

COMPRISING A PART OF THE COUNTRYSIDE COMMERCIAL TIF DISTRICT OF THE CITY OF COUNTRYSIDE" (the "Ordinance"), which approved a redevelopment agreement between Countryside Auto Park, LLC (the "Developer") and the City, dated July 27, 2016 (the "Redevelopment Agreement"), with said Ordinance and Redevelopment Agreement being recorded with the Cook County Recorder of Deeds on August 26, 2016 as document number 1623929096.

- F. The City and the Developer desire to amend certain provisions of the Redevelopment Agreement relative to the acquisition and development deadlines applicable to the Project (as defined in the Redevelopment Agreement), along with provisions of the Redevelopment Agreement relative to the City's remedies in the event the Developer fails to complete construction of the Project or obtained a Certificate of Project Completion (as defined in the Redevelopment Agreement) within the time frame set forth in the Redevelopment Agreement.
- G. Attached hereto as EXHIBIT 2 and made part hereof is a First Amendment to the Redevelopment Agreement (the "First Amendment"), which implements the revisions to the Redevelopment Agreement outlined in subsection F. above.
- H. In accordance with the Act, it is in the best interests of the City and the Developer to enter into the First Amendment.

SECTION 2: Based upon the foregoing, and pursuant to the Act, the First Amendment, attached hereto as EXHIBIT 2, is hereby approved, and the Mayor and City Clerk of the City be and they are hereby authorized and directed to execute said First Amendment on behalf of the City.

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

ATTACHMENT "E"

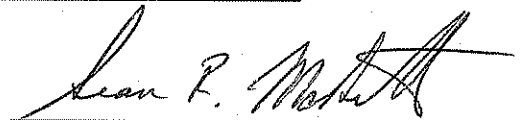
ADOPTED this 8th day of March, 2017, pursuant to a roll call vote as follows:

AYES: BENSON, JASINSKI, MIKOLYZK, MUSILLAMI, VON DRASEK

NAYS: 0

ABSENT: FINN

APPROVED by me this 8th day of March, 2017.


Sean R. McDermott, Mayor

ATTEST:


Susan Burdett, City Clerk

Published by me in pamphlet form this 13th day of March, 2017.




Susan Burdett, City Clerk

EXHIBIT 1-A

**Legal Description of the
Countryside Commercial TIF District**

THAT PART OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LAGRANGE ROAD, ALSO BEING THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 16, AND THE CENTERLINE OF JOLIET ROAD AS ESTABLISHED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF JOLIET ROAD TO IT'S INTERSECTION WITH THE SOUTH EXTENSION OF A LINE THAT IS 129.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF THE WEST 912.00 FEET OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 322.07 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 12.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 254.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 672.65 FEET OF SAID LOT 10; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS WEST 311.45 FEET ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST 428 FEET OF THE WEST 912 FEET OF SAID LOT 10; THENCE NORTH ALONG THE LAST DESCRIBED LINE 195.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 428 FEET TO A POINT ON THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10 TO THE NORTH LINE OF THE PUBLIC ROAD COMMONLY KNOWN AS 59TH STREET, IN STOUFFER'S SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 53 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 53 TO THE EAST EXTENSION OF A LINE THAT IS 148.592 FEET SOUTH OF THE NORTH LINE OF LOT 55 IN SAID STOUFFER'S SUBDIVISION; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE THAT IS 79.00 FEET WEST OF THE EAST LINE OF LOTS 55 AND 54 IN SAID STOUFFER'S SUBDIVISION ; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 58TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOTS 19, 20, 21 & 22 IN SAID STOUFFER'S SUBDIVISION, THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE PUBLIC ROAD KNOWN AS 57TH STREET IN SAID STOUFFER'S SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOT 1 IN AUTOBARN MADZA PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF DAVID M. OPAS

ATTACHMENT "E"

RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 20991969 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF SILHAVY'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 14307222 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 56TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION OF THE SOUTH EXTENSION OF THE WEST LINE OF SODERBERG'S GARDENS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9620595; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION; THENCE WEST ALONG THE WEST EXTENSION OF THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION TO THE EAST LINE OF THE WEST 347.21 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 250.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE WEST 167.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LAGRANGE ROAD; THENCE SOUTH ALONG THE WEST LINE OF LAGRANGE ROAD TO THE NORTH LINE OF 61ST STREET AS DEDICATED BY DOCUMENT NO. 23805144; THENCE WEST ALONG THE LAST DESCRIBED LINE 25.00 FEET; THENCE SOUTH, PARALLEL WITH THE CENTERLINE OF LAGRANGE ROAD 66.00 FEET TO THE WEST LINE OF LAGRANGE ROAD AS WIDENED; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF LOT 11 IN SAID SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE 312.00 FEET WEST OF THE CENTERLINE OF LAGRANGE ROAD; THENCE SOUTH ALONG THE LAST DESCRIBED LINE AND IT'S SOUTH EXTENSION TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF JOLIET ROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE CENTERLINE OF LAGRANGE ROAD; THENCE NORTH ALONG SAID CENTERLINE OF LAGRANGE ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PINs: 18-16-200-002, -004, -025, -031, -033, -034, -035, -036 and -039;
18-16-204-011, -028, -029, -030, -031 and -036; 18-16-208-003, -023, -024, -036
and -037; 18-16-210-003, -004, -014, -020, -021, -022 and -023; 18-16-302-012;
18-16-400-010, -011, -015, -016, -019, -020, -023, -025, -027, -028 and -029;

General Street Location: The proposed TIF District takes in the LaGrange Road corridor from 55th Street to the North to Joliet Road to the South. It consists primarily of the improved areas along the Eastern side of LaGrange Road, as well as certain parcels along Joliet Road.

ATTACHMENT "E"

EXHIBIT 1-B

**Depiction of the
Countryside Commercial TIF District**

(see attached)

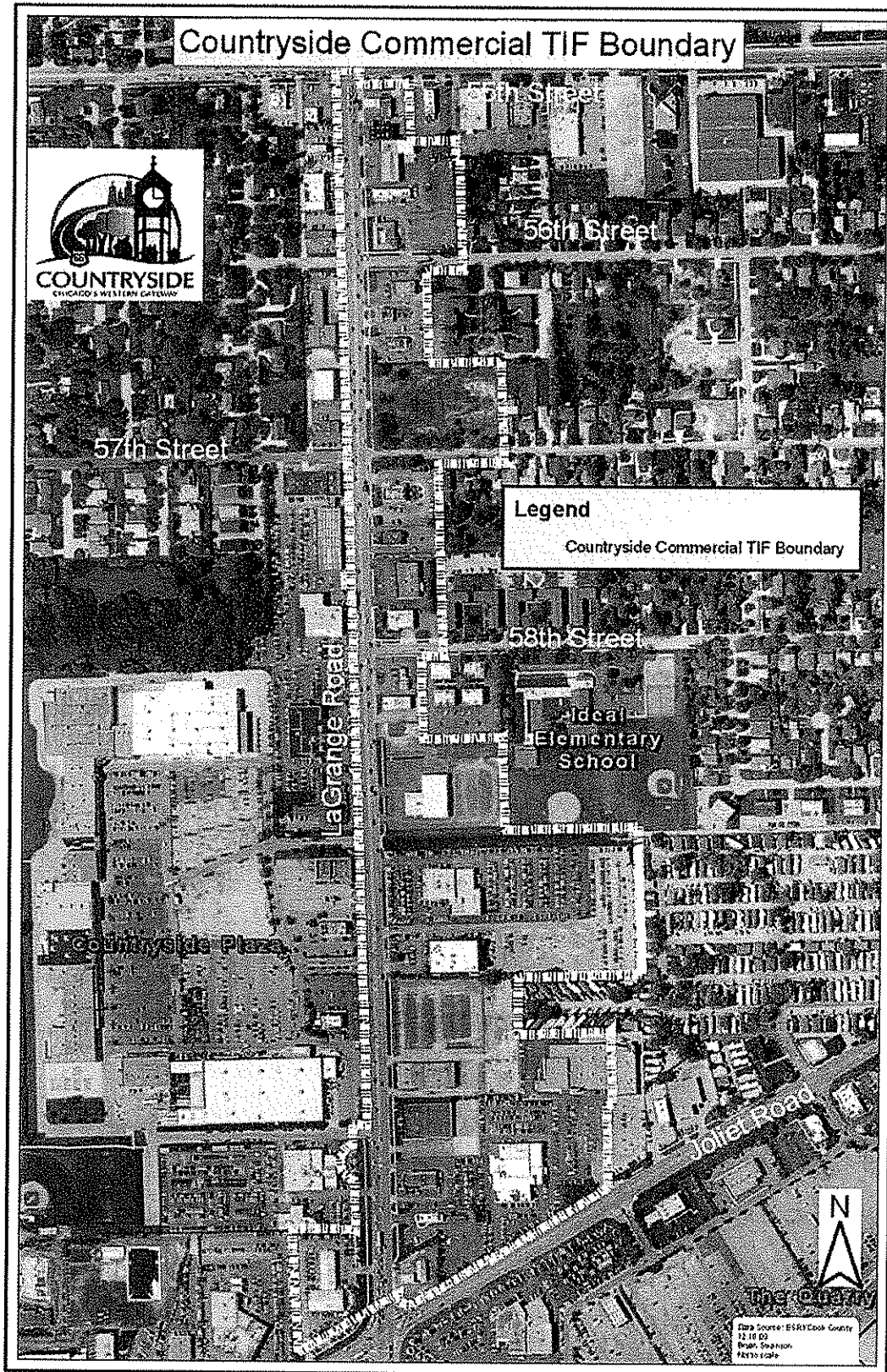


EXHIBIT 2

FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT

(attached)

ATTACHMENT "E"

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR THE ETTLESON AUTOMOBILE DEALERSHIP DEVELOPMENT
COMPRISING A PART OF THE COUNTRYSIDE COMMERCIAL
TIF DISTRICT OF THE CITY OF COUNTRYSIDE, ILLINOIS**

This First Amendment to the Redevelopment Agreement for the Ettleson Automobile Dealership Development Comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois (the "First Amendment") is made and entered into as of the 8th day of March, 2017 (the "Effective Date") by and between the City of Countryside, Illinois, an Illinois home rule municipal corporation (the "City") and Countryside Auto Park, LLC, an Illinois limited liability company (the "Developer"). (The City and Developer are sometimes referred to herein collectively as the "Parties.")

WITNESSETH

WHEREAS, pursuant to Ordinance No. 16-32-O, adopted July 27, 2016, the City approved a "Redevelopment Agreement for the Ettleson Automobile Dealership Development Comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois," dated July 27, 2016, with Developer (the "Redevelopment Agreement"); and

WHEREAS, the City and Developer desire to amend certain provisions of the Redevelopment Agreement relative to the City's buy back remedies; and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, it is in the best interests of the City and Developer to enter into this First Amendment;

ATTACHMENT "E"

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That Hyundai Capital America, a California corporation authorized to conduct business in the State of Illinois (the "Lender"), shall be subject to, and benefit from, certain provisions of the Redevelopment Agreement, as amended by this First Amendment, pursuant to the "Limited Joinder" attached hereto and made a part hereof, which Limited Joinder shall be executed by Lender on or before the Effective Date

2. That the "Conveyance Deadline" in Section V. of the Redevelopment Agreement is hereby amended and shall be March 15, 2017.

3. That Section VI.A.3. of the Redevelopment Agreement is hereby amended to read in its entirety as follows:

On or before March 31, 2017, apply for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Project.

4. That Section VI.A.4. of the Redevelopment Agreement is hereby amended to read in its entirety as follows:

On or before June 1, 2017, commence construction of the Project.

5. That Section VI.A.6. of the Redevelopment Agreement is hereby amended to read in its entirety as follows:

On or before March 5, 2018, obtain a Certificate of Project Completion (as defined in Section XI.A. below), except that this deadline shall not be extended for any reason, including but not limited to Uncontrollable Circumstance or cure periods set forth in this Agreement. If Developer fails to meet this deadline, the City may exercise the remedies in Sections VI.B. or XVI.C, and the notice and cure periods therein shall not apply.

ATTACHMENT "E"

6. That Section VI.B.3. of the Redevelopment Agreement is hereby amended to read in its entirety as follows:

Subject to Uncontrollable Circumstances, if Developer has not completed construction of the Project within the time frame set forth in Section VI.A.5. above, or obtained a Certificate of Project Completion within the time frame set forth in Section VI.A.6. above:

- a. The City shall deliver a notice of default to Developer and Lender, with notice to Lender given using the methods provided for in Section XVIII.B. below, at the following addresses, or such other addresses as Lender may designate in writing to the City:

Hyundai Capital America
3161 Michelson Drive, Suite 1900
Irvine, California 92612
Attention: Senior Director, Commercial Credit

With a copy to:

Hyundai Capital America
3161 Michelson Drive, Suite 1900
Irvine, California 92612
Attn: Vice President, Executive General
Counsel

With a copy to:

Farleigh Wada Witt
121 SW Morrison Street, Suite 600
Portland, Oregon 97204
Attn: Gustavo J. Cruz, Jr.;

- b. In the event that Developer has failed to complete construction or taken the prerequisite steps necessary to complete construction and diligently pursue completion of same within twenty eight (28) days after receipt of such notice, the City shall have the option to purchase the Property from Developer;
- c. The City shall purchase the Property from Developer at the same price paid by Developer to the City for the Property, plus the actual documented (in writing) third party costs of

ATTACHMENT "E"

construction incurred by Developer, with the third party costs of construction to be provided by Lender to the City, relative to the actual costs construction which has taken place on the Property, exclusive of "soft costs" such as engineering, architect and legal fees, and exclusive of construction interest and accruing investors' equity accrual rates, relative to the actual construction of the Project to the date of said notice from the City, under the same terms and conditions applicable to the City's conveyance thereof to Developer, with the amounts owed by the City in this Section VI.B.3.c. to be paid by the City to Lender, and not to Developer;

- d. Simultaneous with payment from the City to Lender as set forth in Section VI.B.3.c. above, Lender shall release, extinguish, give up and forfeit each and every lien, mortgage and other security interest it has, or claims to have, in the Property, but such release shall not be deemed a satisfaction of the indebtedness secured by such mortgage from Lender to Developer, unless such payment satisfies the indebtedness as determined by Lender in its sole discretion;
- e. The conveyance of the Property from Developer to the City under this Section VI.B.3. shall be consummated within sixty (60) days of the non-cured default as herein set forth, and, upon conveyance of the Property back to the City, this Agreement shall be of no further force or effect; and
- f. Until the lien of Lender's mortgage is fully released from the Property, the Agreement shall not be amended except, upon execution of a written instrument by the City, Developer and Lender, if the amendment: (i) results in an increase of any sum payable to the City under the Agreement, (ii) extends the term of the Agreement, (iii) is reasonably expected to decrease the value of the Property, (iv) extends the Genesis Sales Period, (v) provides additional remedies to the City for breach of the Agreement by the Developer, (vi) materially decreases the City's obligations under the Agreement, or (vii) materially increases the Developer's obligations under the Agreement.

7. That Section XVIII.R. of the Redevelopment Agreement is hereby amended to read in its entirety as follows:

This Agreement, and the rights and obligations hereunder, may not be assigned by Developer prior to the expiration of one (1) year

ATTACHMENT "E"

from the date the City issues Developer a Certificate of Project Completion, unless: (1) the City consents in writing to such assignment, which consent shall not be unreasonably withheld or delayed, and unless the assignee consents in writing to be bound by the terms of this Agreement; or, (2) Lender takes title to the Property through foreclosure of a lien it holds on the Property, or Lender takes title to the Property through a deed in lieu of foreclosure given by Developer. If Lender takes title to the Property, it shall be bound to the rights and obligations of Developer, as set forth in Section XVIII.F. above. After the expiration of one (1) year from the date the City issues Developer a Certificate of Project Completion, Developer may sell or transfer the Property, and assign its right, duties and obligations hereunder, without the consent or approval of the City.

8. That all portions of the Redevelopment Agreement, not amended hereby, shall remain in full force and effect.

9. This First Amendment shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same First Amendment.

10. The Parties agree to record this First Amendment with the Cook County Recorder's Office, with Developer paying the recording charges.

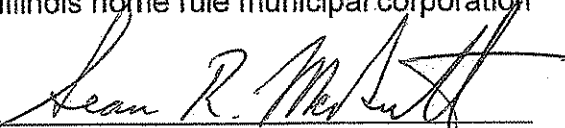
11. This First Amendment shall be deemed dated and become effective on the day on which this First Amendment is approved by the City, with said date appearing on page 1 hereof.

[INTENTIONALLY LEFT BLANK]

ATTACHMENT "E"

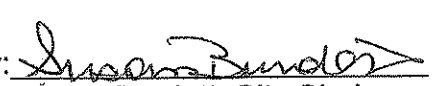
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

City of Countryside,
an Illinois home rule municipal corporation

By: 

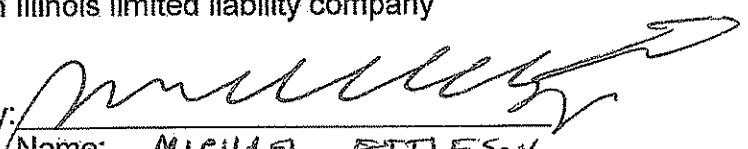
Sean R. McDermott, Mayor

ATTEST:

By: 

Susan Burdett, City Clerk

Countryside Auto Park, LLC,
an Illinois limited liability company

By: 

Name: MICHAEL ETTLESON

Its: MANAGER

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Sean R. McDermott and Susan Burdett, personally known to me to be the Mayor and City Clerk of the City of Countryside, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8TH day of March, 2017.

Margaret E Carey
Notary Public



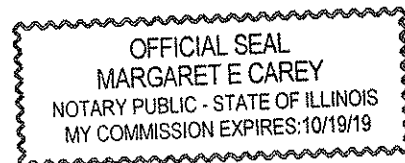
ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael Ettleson, personally known to me to be the Manager of Countryside Auto Park, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument and caused the corporate seal of said limited liability company to be affixed thereto, pursuant to authority given by the members of said limited liability company, as his free and voluntary act, and as the free and voluntary acts and deeds of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20TH day of March, 2017.

Margaret E. Carey
Notary Public



ATTACHMENT "E"

LIMITED JOINDER

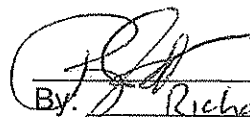
The undersigned is executing this Limited Joinder, and hereby joins in the Redevelopment Agreement, as amended by the First Amendment, for the sole purpose of evidencing Lender's acknowledgement and agreement to be bound by the terms of Sections VI.B.3. and XVIII.R. of the Redevelopment Agreement, as amended by the First Amendment, and being a party to those provisions of the Redevelopment Agreement, as amended by the First Amendment. The undersigned has the right, corporate power and authority to enter into, execute, and deliver this Limited Joinder.

LENDER:

Hyundai Capital America,
a California corporation


By: Sam F. Kim
Its: Sr. Director
Date: 3/6/17

Attest:


By: Richard Rosa
Its: Manager
Date: 3/6/17

ATTACHMENT "E"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On March 6, 2017 before me, Mariesa Justiniani, Notary Public
(insert name and title of the officer)

personally appeared Sam Frobe, Senior Director,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



ATTACHMENT "E"

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Susan Burdett, being the duly elected, qualified, and acting Clerk of the City of Countryside, Illinois and the keeper of records of said City, hereby certify that attached hereto is a true and correct copy of the following:

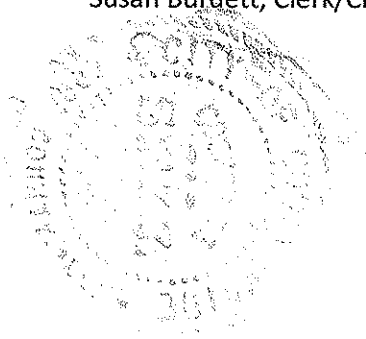
**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR THE ETTLESON AUTOMOBILE
DEALERSHIP DEVELOPMENT COMPRISING A PART OF THE COUNTRYSIDE COMMERCIAL TIF DISTRICT
OF THE CITY OF COUNTRYSIDE, ILLINOIS**

I do further certify that said document has not in any manner been altered, amended, or rescinded.

Dated this 20th day of March, 2017.

Susan Burdett (by Margaret Carey, Deputy Clerk)

Susan Burdett, Clerk/City of Countryside



CITY OF COUNTRYSIDE

ORDINANCE 17- 02 -O

**ORDINANCE OF THE CITY COUNCIL, CITY OF COUNTRYSIDE
RESCINDING ORDINANCE 14-26-O**

Whereas, the City Council passed Ordinance 14-26-O on July 23, 2014 authorizing a redevelopment agreement with Rout 66 Indian/Victory Motorcycles; and

Whereas, Rout 66 Indian/Victory Motorcycles was unable to move forward with site acquisition and Rout 66 Indian/Victory Motorcycles did not open a location in the City of Countryside; and

Whereas, it has been determined that ordinance 14-26-O should be rescinded.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COUNTRYSIDE, ILLINOIS:

SECTION 1: That the recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: That the City of Countryside Ordinance 14-26-O passed on July 23, 2014 authorizing a redevelopment agreement with Rout 66 Indian/Victory Motorcycles is hereby rescinded in its entirety.

SECTION 3: This Ordinance shall not be held to repeal a former ordinance as to any offense committed against the former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatsoever affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred to any right accrued to claims arising before this Ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceedings, as far as practicable.

SECTION 4: That if any part or parts of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining parts of this Ordinance. The City Council declare hereby that they would have passed the remaining parts of this Ordinance, if they had known that such part or parts thereof would be declared unconstitutional.

SECTION 5: The City Clerk of the City of Countryside is directed hereby to publish this Ordinance in pamphlet form.

ATTACHMENT "E"

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

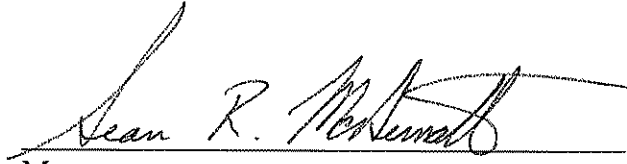
AYES: Benson, Finn, Jasinski, Mikolyzk, Musillami, Von Drasek

NAYS: None

ABSENT: None

ADOPTED this 11th day of January, 2017.

APPROVED by me the same date as adopted.



Mayor

ATTEST:

(SEAL)



City Clerk

Published in pamphlet form by order of the
City Council this 20th day of January, 2017.



City Clerk

ATTACHMENT “H”

MINUTES SUBMITTED TO THE MUNICIPALITY BY THE JOINT REVIEW BOARD

** Minutes from the Joint Review Board for the fiscal year ended April 30, 2015, as related to the Joint Review Board Meeting held on November 5, 2015, were approved at the Joint Review Board meeting held on November 3, 2016. Since those minutes were approved and thus submitted to the Municipality, they are included in this report as Attachment “H” pursuant to [65 ILCS 5/11-74.4-5 (d) (7) (f) and 5/11-74.6-22 (d) (7) (E)]

** Minutes for the fiscal year ended April 30, 2016 as related to the Joint Review Board Meeting held on November 3, 2016 will be a current agenda item on the Joint Review Board meeting to be held in October/November of 2017. As such, those minutes have not been approved and submitted to the Municipality and thus are not included in this report as Attachment “H”.

CITY OF COUNTRYSIDE

*5550 East Avenue
Countryside, IL 60525
www.countryside-il.org*



Meeting Minutes

JOINT REVIEW BOARD MEETING

PROPOSED COUNTRYSIDE COMMERCIAL

TAX INCREMENT FINANCING DISTRICT (TIF)

Thursday, November 5, 2015

3:00 PM

City Hall—Council Chambers

I. CALL TO ORDER

Mayor Sean McDermott called the meeting to order at 3:00 p.m. He welcomed members to the Annual Meeting.

II. ROLL CALL

PRESENT:

Sean McDermott, Mayor, City of Countryside
Brian Stachacz, Lyons Township High School District 204
John Buckley, Chief, Pleasantview Fire District
Elizabeth Shine Hemes, Township of Lyons
Mark Burdett, Public Member

ABSENT:

Glen Schlichting, LaGrange School District 105
College of DuPage
Cook County

CITY OFFICIALS PRESENT:

Gail Paul, City Administrator
Sharon Peterson, Assistant City Administrator
Dave Schutter, Finance Director

PUBLIC PRESENT:

Don McGoorty, Countryside resident

III. APPROVAL OF MINUTES

Mr. Burdett moved to approve the minutes of October 27, 2014, as presented, seconded by Mr. Stachacz and carried unanimously.

approve the minutes of the October 27, 2014 meeting of the Joint Review Board as presented; motion carried by unanimous voice vote.

IV. PUBLIC COMMENT

None.

V. PRESENTATION OF THE TIF OVERVIEW AND HIGHLIGHTS (PowerPoint Presentation by City Administrator Paul, and Finance Director Schutter).

City Administrator, Gail Paul, stated that the first photograph is one of the developments currently underway – Jack Phelan Dodge. A 16,000 s.f. addition to the building is underway to accommodate all lines – Chrysler, Jeep, Dodge, and Ram.

Finance Director David Schutter welcomed the members and provided general information as well as specifics for fiscal year 2015. He stated that the TIF was created in 2010 with the frozen/base value determined from the 2009 tax year. In Illinois a TIF runs for 23 years. Municipalities are typically required to file an annual TIF report and hold a JRB Meeting within 180 days. The TIF increment represents the increase in EAV over the base EAV calculated on a per parcel basis. Cook County tends to aggregate the TIF increment on a tax code basis. The standard process as well ways to modify it will be discussed in slides to follow. Many items affect the TIF increment: – the underlying assessments both within and outside the TIF District; the multiplier which changes every year; and new construction inside and outside the TIF District. A component of the TIF increment is the tax rate; the tax rate is the aggregate rate of all the taxing districts, which is therefore affected by all the levies and EAVs of the underlying districts.

Countryside Commercial TIF Map

The yellow line comprises the TIF District boundary with Joliet Road at the bottom. The Countryside Commercial TIF area runs primarily along the east side of LaGrange Road from Joliet Road to 55th Street. Ms. Paul pointed out the City Center at the bottom of the map where most of the development has taken place. The City purchased over nine acres, assembled it, did the site work, subdivided the lots and sold them to developers – consistent with City Council's vision.

Private Enterprise Investments

Ms. Paul noted that the City Center projects printed in black (on related PowerPoint slide) were completed in 2014 plus Andy's Frozen Custard – all private enterprise investments. Ms. Paul then discussed some of the new/current projects in the TIF District (highlighted in red on the PowerPoint slide). The City entered into an RDA with Countryside Partners for the development of Lot 3B, the last lot in the City Center, for a Chick-fil-A Restaurant. Their private investment is \$2.3M. Phelan Dodge, Chrysler, Jeep, Ram has invested private capital of \$5.7M. Continental Honda is doing a \$600K façade and showroom improvement absent any City or TIF incentives.

City Center Site Plan

Ms. Paul emphasized the Chick-fil-A site plan within the City Center. The Chick fil-A Restaurant plans include a small indoor play area for children – a first for Countryside.

Historical TIF Financial Summary

Finance Director Schutter summarized fiscal years 2011-2015. The three basic expense categories are Construction Related, Professional/Misc. and Debt Service. Over time significant site work has taken place. There were economic incentives given in 2011-2012 to facilitate the Harley Dealership. Legal fees are ongoing – numbers should come down going forward. Consulting fees are related to Kane McKenna projections and certain studies. Debt Service covers MB Financial Bank that loaned the TIF money – a \$5M loan (TIF Note Issuance) in 2012. In 2013 some land was sold in the City Center; the funds were used to pay down the loan (3.267M). Other funding for expenses came from General Fund Advances of \$209K in 2011—proceeds from the TIF Note reimbursed the advance in the following year. Note the cumulative advances in years 2013-2015 – loans from the General Fund. At the end of 2015 that amount is \$5.7M. The final column shows \$10,726,235 in cumulative

expenses – financed through the TIF note and the rest from the General Fund. That concludes the summary and sources of cash from 2011 through FY 2015.

Change in City-Wide and TIF EAVs

The left side shows the City-Wide EAV and the right is the TIF EAV. The frozen value began with the 2009 tax year. The City is in the South Triennial Reassessment Area– 2011 and 2014 were reassessment years. The 15.55% decline was in line with other communities for that year. Under the TIF EAV, the City purchased a large piece of property that went exempt, thus causing the negative result of 18.2%. Continuing down the column the number has turned positive beginning in 2013.

TIF Equalized Assessed Valuation (2013 Tax Year)

When the TIF was created there was only one Tax Code used – 21253 – every parcel included in the TIF was in this tax code. After the TIF was created, the following year the TIF lost \$3M in value; every single parcel was negative. The current value of all the parcels fell below that frozen value. You do not generate any income when that occurs. The 2013 tax year is payable in calendar year 2014 and this is what we show in FY 2015.

Tax Code 21253 - Total 2013 EAV is \$11.7M; the base EAV is 14.7M = negative \$3M.

The City requested that certain parcels be segregated into their own tax code; they basically selected all the parcels being redeveloped. These were given a different Tax Code number –21267-- in the hope that the new construction could help in generating increment faster. All these parcels still have a frozen value of \$4.8M. The City bought four different parcels, razed all the buildings and all the PINS were subdivided and restructured. The County came up with these figures in 2013 and the City was unaware of that determination until very recently --having just received detailed information.

TIF Equalized Assessed Valuation (2014 Tax Year)

The tax code remains the same at 21253 – the tax code is still negative – totals \$10.4M in EAV, still negative to the base EAV. Turning to the 21267 Tax Code, now the current value is almost \$5M and the frozen value is \$4.851M – providing an incremental EAV of \$129K times the tax rate results in a tax increment of \$11,180. Andy's Frozen Custard was put in its own Tax Code. It has zero frozen/base EAV. The current incremental EAV produced \$35K in incremental taxes. Total increment reported for Cook County is \$46K; that amount has been collected for FY 2016,

Some adjustments were made to show what tax year 2015 will probably look like. The City can segregate these negative parcels into their own Tax Code. The good parcels are being absorbed by the negative parcels through aggregation. After segregating the performing parcels, the TIF could generate an additional \$2M in incremental EAV and about \$174K in additional tax increment. If nothing else changes, the City is projecting that the numbers will go from \$46K to \$209K in TIF increment by making these adjustments. This does not factor in other ongoing projects like Chick fil-A.

Question by Mr. Burdett re: Harley is the incorrect party – is that the way the County is carrying it – after review it is really Hooters, but the County report is incorrect. In some instances the City is still being listed as the taxpayer when in actuality the parcel was sold and resold and is under separate ownership. Ms. Paul stated that everything should have some value in the base year; the County did these allocations. The City must go through it and make sure that everything is appropriate and take steps to the advantage of the TIF fund. They may have to meet with the Cook County Clerk's Office.

Future Development

Ms. Paul discussed the large parcel near the City Center – on the corner of 57th & LaGrange Road there is a vacant 2.8 acre parcel owned by the City for the past ten years. The City has entered into a MOU this year with Orput Real Estate Companies giving them the exclusive right to market that property for 90 days. They proposed a development that would include a 20,000 s.f. commercial retail space and a 5,000 s.f. restaurant. Council approved staff to negotiate a redevelopment agreement. Ms. Paul displayed the very preliminary site plan for the parcel including a Buffalo Wild Wings and American Heritage Motorcycles. They will sell Indian Motorcycles, Victory Motorcycles and Slingshot; all models are owned by Polaris - a photo of Slingshot by Polaris is shown.

On 58th & LaGrange is the old Brown's Chicken property, a one-half acre site. The developer met with the EDC in July and proposed a stand-alone Chipotle Restaurant. The City Council approved that development on 9-28-15. She provided the site plan for the Chipotle Restaurant with no drive-thru; there is plenty of parking; also underground detention to assist with storm water management. In the hallway are renderings of these proposed future developments. It appears that construction may not begin until spring.

VI. DETAIL REVIEW OF FY2015 ANNUAL TIF COMPTROLLER REPORT.

Finance Director Schutter reviewed the Financial Summary. Section 2 shows the attachments that will be included in this document – including agreements regarding disposition of property, Joint Review Board Minutes previously approved, and acknowledgement that more than \$100K was received in a special tax allocation fund.

The next page, Section 3.1 shows the fund balance of -\$5.4M. The schedule reflects the \$5M in TIF note proceeds followed by the current year expenditures of \$323,973. The next 2-3 pages detail those expenditures – basically engineering costs, legal, contractual/ consulting, capital expenditures, interest on the MB note, and the interfund interest from the General Fund – all information covered on the slide for FY 2015.

Section 3.2B is a list of vendors paid over \$10,000 during the current reporting year.

Section 3.3 details any liabilities in the TIF. The fund balance at the end of this period is \$5.7M; that approximates the amount due to the General Fund at the end of 2015. The MB note shows \$5M as the original principal – according to this report there is \$1.8M in Liabilities remaining (including

ATTACHMENT "H"

Joint Review Board

Meeting Minutes

November 5, 2015

future interest obligations through the maturity of the note on 11/1/16). For informational purposes Mr. Schutter also explained that the City paid down the note further (after the close of the fiscal year and date of the attached reports). As of today's date, the principal balance on the note is approximately 735K.

Section 5 shows the list of projects undertaken summarizing the City's total investment versus private investment, previously discussed. The breakdown per project is included in the report – Harley, Hooters, Andy's Frozen Custard, Texas Roadhouse, Lot 3-A (the multi-tenant center with Starbucks, T-Mobil, and a vitamin shop), Phelan Dodge, Continental Honda, and Chick Fil-A. Mr. Schutter also noted that some projects were given incentives and others were generated solely with private investment such as the Taco Bell and McDonalds renovations.

Section 6 is the final page of the financial summary report -- mostly informational. All the taxing districts are listed. Information previously discussed was the frozen base value of all property within the TIF. They are estimating about 255 jobs were created with this development. The remainder of the report is basically all the attachments that were mentioned with the details. Section E includes all the agreements entered into during the last fiscal year – it is probably over 100 pages – to be perused at your leisure.

Mr. Stachacz reiterated that on the \$5M loan, roughly \$750K is still owed. But the total shown here is \$7.7M because there is still money owed back to the General Fund. So you're carrying all of that as the total amount, is that correct? Mr. Schutter stated that the total deficit reflected on this schedule is \$7.7M – that includes the current deficit of \$5.7M and the remaining balance on the MB loan including interest. The \$5.7M deficit represents the same as the General Fund loan. It is the interfund loan that is forcing that number because it is due back to the General Fund. Mr. Schutter stated that when the note proceeds come in, it's revenue; when it is spent on projects, it's an expense. Any expenses covered by the general fund are reflected as increases in the interfund loan.

VII. OTHER BUSINESS

None.

VIII. ADJOURNMENT

There being no further business to discuss, Chief Buckley moved to adjourn the meeting, seconded by Mr. Burdett and carried unanimously.

Mayor McDermott declared the meeting adjourned at 3:35PM.

Respectfully Submitted,

DATE APPROVED: 11-2-16

/fp



Mayor Sean McDermott



THE CITY OF COUNTRYSIDE

Comprehensive Annual Financial Report

For the fiscal year ended April 30, 2017

*Cook County
5550 East Avenue
Countryside, Illinois
60525-3689*

ATTACHMENT "K"

**COMPREHENSIVE ANNUAL
FINANCIAL REPORT
OF THE
CITY OF COUNTRYSIDE, ILLINOIS**
As of and for the Year Ended April 30, 2017

Prepared by the City of Countryside Finance Department

David Schutter, Finance Director



INDEPENDENT AUDITORS' REPORT

To the City Council
City of Countryside, Illinois

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Countryside, Illinois, as of and for the year ended April 30, 2017, and the related notes to the financial statements, which collectively comprise the City of Countryside's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Police Pension Fund which represents 97%, 94%, and 97% of the assets, revenues/additions, and net position/fund balances, respectively, of the aggregate remaining fund information. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Police Pension Fund, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City of Countryside's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City of Countryside's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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To the City Council
City of Countryside, Illinois

Opinions

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Countryside, Illinois, as of April 30, 2017 and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Countryside's basic financial statements. The supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Countryside's basic financial statements. The introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Baker Tilly Virchow Krause, LLP

Oak Brook, Illinois
October 17, 2017

ATTACHMENT "K"

CITY OF COUNTRYSIDE

BALANCE SHEET
GOVERNMENTAL FUNDS
As of April 30, 2017

	General	Commercial Redevelopment TIF	Hotel/Motel Tax	Capital Projects
ASSETS				
Cash and investments	\$ 7,202,170	\$ 24	\$ 1,045,698	\$ -
Receivables				
Accounts	654,312	-	45,547	-
Intergovernmental	3,038,450	-	-	209,849
Advances to other funds	7,740,970	-	-	-
Prepaid items	10,416	-	6,335	-
Inventory	5,523	-	-	-
TOTAL ASSETS	<u>\$ 18,651,841</u>	<u>\$ 24</u>	<u>\$ 1,097,580</u>	<u>\$ 209,849</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 365,418	\$ 721	\$ 12,315	\$ 208,777
Accrued payroll	214,049	-	-	-
Deposits payable	233,250	-	-	-
Advances from other funds	-	7,740,970	-	-
Unearned revenue	2,755	-	3,000	-
Total Liabilities	<u>815,472</u>	<u>7,741,691</u>	<u>15,315</u>	<u>208,777</u>
Deferred Inflows of Resources				
Unavailable revenues	505,176	-	-	113,946
Total Deferred Inflows of Resources	<u>505,176</u>	<u>-</u>	<u>-</u>	<u>113,946</u>
Fund Balances				
Nonspendable for advances to other funds	7,740,970	-	-	-
Nonspendable for inventory	5,523	-	-	-
Nonspendable for prepaid items	10,416	-	6,335	-
Restricted for public safety	-	-	-	-
Restricted for highways and streets	-	-	-	-
Assigned for capital projects	-	-	1,075,930	-
Unassigned	9,574,284	(7,741,667)	-	(112,874)
Total Fund Balances	<u>17,331,193</u>	<u>(7,741,667)</u>	<u>1,082,265</u>	<u>(112,874)</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 18,651,841</u>	<u>\$ 24</u>	<u>\$ 1,097,580</u>	<u>\$ 209,849</u>

See accompanying notes to financial statements.

ATTACHMENT "K"

CITY OF COUNTRYSIDE

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
GOVERNMENTAL FUNDS
For the Year Ended April 30, 2017**

	General	Commercial Redevelopment TIF	Hotel/Motel Tax	Capital Projects
REVENUES				
Property taxes	\$ 57,658	\$ 289,381	\$ -	\$ -
Sales taxes	2,147,544	-	-	-
Other local taxes	1,567,767	-	365,730	-
Intergovernmental	1,124,657	-	-	-
Intergovernmental - shared sales tax	6,646,694	-	-	-
Licenses and permits	400,801	-	-	-
Charges for services	160,446	-	-	-
Fines and forfeitures	99,589	-	-	-
Investment income	293,294	164	3,635	-
Miscellaneous	533,476	-	53,935	-
Total Revenues	<u>13,031,926</u>	<u>289,545</u>	<u>423,300</u>	<u>-</u>
EXPENDITURES				
Current				
General government	3,543,972	-	185,170	-
Public safety	4,813,308	-	-	47,418
Highways and streets	1,612,935	-	-	-
Economic development	-	299,850	-	-
Capital outlay	-	-	-	2,481,319
Debt Service				
Principal	555,000	734,757	-	-
Interest	823,504	-	-	-
Total Expenditures	<u>11,348,719</u>	<u>1,034,607</u>	<u>185,170</u>	<u>2,528,737</u>
Excess (deficiency) of revenues over expenditures	<u>1,683,207</u>	<u>(745,062)</u>	<u>238,130</u>	<u>(2,528,737)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	2,445,796
Transfers out	(1,490,022)	-	(614,970)	-
Sales of capital assets	-	-	-	-
Total Other Financing Sources (Uses)	<u>(1,490,022)</u>	<u>-</u>	<u>(614,970)</u>	<u>2,445,796</u>
Net Change in Fund Balances	193,185	(745,062)	(376,840)	(82,941)
FUND BALANCES (DEFICIT) - Beginning of Year	<u>17,138,008</u>	<u>(6,996,605)</u>	<u>1,459,105</u>	<u>(29,933)</u>
FUND BALANCES (DEFICIT) - END OF YEAR	<u>\$ 17,331,193</u>	<u>\$ (7,741,667)</u>	<u>\$ 1,082,265</u>	<u>\$ (112,874)</u>

See accompanying notes to financial statements.

ATTACHMENT "L"

INDEPENDENT AUDITORS' COMPLIANCE REPORT

Honorable Mayor and City Council
City of Countryside, Illinois

We have audited the basic financial statements of the City of Countryside, as of and for the year ended April 30, 2017, and have issued our report thereon dated October 17, 2017. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with provisions of Subsection (q) of Section 11-74.4-3 of Public Act 85-1142, "An Act in Relation to Tax Increment Financing", insofar as it relates to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above-referenced statute, insofar as it relates to accounting matters.

This report is intended solely for the information and use of the City Council, management, the State of Illinois, and others within the City and is not intended to be, and should not be, used by anyone other than the specified parties.

Baker Tilly Virchow Krause, LLP

Oak Brook, Illinois
October 17, 2017