

ORDINANCE NO. 24-2016

AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK APPROVING A REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT PROJECT LOCATED AT 2952-2958 WEST 95TH STREET IN THE VILLAGE OF EVERGREEN PARK 95TH STREET REDEVELOPMENT PROJECT AREA, AND APPROVING A NON-EXCLUSIVE PARKING EASEMENT DEDICATION FOR THE PARKING LOT LOCATED AT 2942-2946 WEST 95TH STREET

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Evergreen Park, Cook County, Illinois, as follows:

Section 1

That the Redevelopment Agreement for the Redevelopment Project Located at 2952-2958 West 95th Street in the Village of Evergreen Park 95th Street Redevelopment Project Area, in substantially the form attached hereto, is hereby approved for and on behalf of the Village. The Mayor is hereby authorized to execute the same for and on behalf of the Village and all other documents approved therein, with such changes as approved by the Village Attorney.

Section 2

That the Non-Exclusive Parking Easement Dedication, in substantially the form attached hereto, is hereby approved for and on behalf of the Village for the parking lot located at 2942-2946 West 95th Street. The Mayor and Village Clerk are hereby authorized to execute the same for and on behalf of the Village, with such changes as approved by the Village Attorney.

Section 3

All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.

Section 4

This ordinance shall be immediately in full force and effect after passage and approval.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Evergreen Park this 6th day of September, 2016.



CATHERINE T. APARO, Village Clerk

APPROVED by me this 6th
day of September, 2016.

JAMES J. SEXTON, Mayor

**REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT
PROJECT LOCATED AT 2952-2958 WEST 95TH STREET, IN THE
VILLAGE OF EVERGREEN PARK 95TH STREET
REDEVELOPMENT PROJECT AREA**

This Redevelopment Agreement dated as of September 6, 2016 (the "Agreement") is made by and among the Village of Evergreen Park, a municipal corporation (the "Village"), and WU&TRAN REAL ESTATE LLC, an Illinois limited liability company (the "Developer").

RECITALS

This Agreement is made with respect to the following facts:

A. *Statutory Authority.* The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1 *et seq.*, as amended and supplemented from time to time (the "Act"), to among other things, finance Redevelopment Projects that create new job opportunities, increase industry and commerce within the state, increase the tax base and eradicate potentially blighting conditions, through the use of tax increment allocation financing for economic redevelopment.

B. *Village Authority.* To induce redevelopment pursuant to the Act, the Mayor and Board of Trustees of the Village on November 20, 2000 duly passed the following Ordinances (the "TIF Ordinances"):

(1) Ordinance No. 24-2000 entitled "An Ordinance Approving the Evergreen Park 95th Street Tax Increment Redevelopment Plan with Redevelopment Projects" (the "Redevelopment Plan"); and

(2) Ordinance No. 25-2000 entitled "An Ordinance Designating the Evergreen Park 95th Street Tax Increment Redevelopment Project Area"; and

(3) Ordinance No. 26-2000 entitled "An Ordinance Adopting Tax Increment Allocation Financing for the Evergreen Park 95th Street Tax Increment Redevelopment Project Area."

C. *Developer Property.* The Developer is acquiring the property located at 2952-2958 West 95th Street (the "Developer Property") located within the Evergreen Park 95th Street Tax Increment Redevelopment Project Area (the "Redevelopment Project Area").

D. *Developer Project.* The "Redevelopment Project" is described on Exhibit A.

Notwithstanding the foregoing, the Village acknowledges and agrees that the interim and final design and construction of the Redevelopment Project may undergo revisions and adaptations in the discretion of the Developer, subject always to the ordinances and regulations of, and necessary permits and approvals from, the Village and other governmental authorities having jurisdiction over the Redevelopment Project Area. The Village further acknowledges and

agrees that the intended and estimated schedule for the completion of the Redevelopment Project may be extended due to *force majeure* or such other reasons as may be approved by the Village.

E. *Redevelopment According to Plan.* The Developer Property will be developed in substantial conformity with the Redevelopment Plan and will be undertaken in accordance with applicable Village ordinances and this Agreement.

F. *Village Financing.* The Village has determined to demolish the existing structures on the Developer Property and to reimburse the Developer for various expenditures which qualify as allowable redevelopment project costs under the Act upon the conditions and in an amount not to exceed the maximum set forth in this Agreement.

G. *Redevelopment Incentive.* The Village has determined that the Developer Property has not been subject to growth and development through investment by private enterprise and cannot be reasonably anticipated to develop without the incentives provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1

RECITALS INCORPORATED

1.1 *Recitals Incorporation as Substantive Provisions.* The foregoing recitals are hereby incorporated into and made a substantive part of this Agreement by reference and shall be binding upon the parties hereto.

SECTION 2

THE REDEVELOPMENT PROJECT

2.1 *Acquisition Phase.* Developer has entered into an agreement to purchase the Developer Property. The Developer anticipates closing on the purchase of the Developer Property on or before September 30, 2016.

2.2 *Demolition.* The Village will proceed with the demolition of the existing structures, all underground foundations and facilities and the asphalt parking lot on the Developer Property no later than 20 days after the Developer has acquired fee simple title to the Developer Property. The Village shall be responsible for accepting proposals for the demolition and for the payment of all costs and fees in connection therewith. The demolition permit shall be submitted by the Developer as the owner of the property.

2.3 *Construction of Redevelopment Project.* The Developer will cause the Redevelopment Project to be built, installed and constructed in substantial compliance with this Agreement. The Developer will not commence construction of a component of the

Redevelopment Project until the Developer, and any contractors and subcontractors, have obtained all necessary Village permits and zoning approvals legally required to be obtained prior to commencement of construction of such component. The Developer estimates that the construction of the Redevelopment Project shall be completed by and that occupancy will be occur by the date set forth on Exhibit A. In the event that the Redevelopment Project is not completed within one year from the estimated completion date, then the Village shall have no obligation under this Agreement to provide or reimburse any amounts to the Developer.

2.4 *Progress Reports.* The Developer shall provide the Village with written quarterly progress reports detailing the status of the Redevelopment Project, including a revised completion date, if necessary.

2.5 *Feasibility.* The Developer hereby represents and warrants to the Village that the Developer has conducted environmental studies sufficient to conclude that the Redevelopment Project may be constructed, completed and operated in accordance with all laws, ordinances, and this Agreement.

SECTION 3 FINANCING

3.1 *Costs and Sources of Funds.*

(a) The estimated cost of the entire Redevelopment Project is detailed on Exhibit A. The Developer intends to pay the costs of the Redevelopment Project from its own financial resources, subject to reimbursement as provided herein. Upon request of the Village, the Developer agrees to provide evidence of firm commitments for loans and funding to complete the Redevelopment Project.

(b) In order that the Developer will proceed with the Redevelopment Project, the Village agrees to provide the financial assistance set forth in this Agreement.

(c) The parties hereto acknowledge and agree, and the Village does hereby make an affirmative finding of fact, that the Redevelopment Project would not reasonably be developed without the adoption of the Redevelopment Plan by the Village, by the allocation and payment of Incremental Taxes pursuant to this Agreement, by the demolition of existing structures by the Village, and by the reimbursement to Developer of Eligible Costs (not to exceed the Reimbursement).

3.2 *Reimbursement.* The Village agrees to reimburse the Developer for the reasonable costs of landscaping and lighting the parking lot constructed by the Developer on the Developer Property, provided that such landscaping and lighting is similar to that constructed on the Village parking lot located at 2942-2946 West 95th Street. The Developer shall submit its plans for approval of the Village prior to the commencement of construction of the parking lot to ensure that the landscaping and lighting is similar.

3.3 *Payment of Reimbursement.* The Village agrees to pay the reimbursement within 30 days after completion and acceptance of the landscaping and lighting by the Village.

SECTION 4 CONDITIONS PRECEDENT

The following conditions shall be complied with within the time periods set forth below or, if no time period is specified, prior to the first disbursement of Incremental Taxes for Eligible Costs.

4.1 *Other Governmental Approvals.* The Developer shall have secured all other necessary approvals and permits required to be obtained as and when necessary for commencement of construction, by any state, federal, or local statute, ordinance or regulation, including but not limited to the Illinois Department of Transportation and the Metropolitan Water Reclamation District of Greater Chicago.

4.2 *Corporate Documents.* The Developer shall provide to the Village a copy of its organizational documents together with the original certification of the Secretary of State of its state of organization and certificates of good standing from the Secretary of State of its state of organization and from the State of Illinois. The Developer shall disclose the ownership of all persons who have more than a 10% interest in the Developer Property or the Redevelopment Project. If the Developer Property is owned by a land trust, the Developer shall provide a certified copy of the land trust agreement showing current beneficial ownership. Upon request of the Village, the Developer shall furnish a written opinion from its attorney opining as to the authority of Developer to execute all documents required hereunder.

SECTION 5 COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER

5.1 *General.* The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement to Developer of Incremental Taxes hereunder, that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performances by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization, Articles of Incorporation, partnership agreement, by-laws or any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(e) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement; and

(f) the Developer has obtained, or shall obtain from time to time maintain during the Term of this Agreement, all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to commence construction, complete and operate the Redevelopment Project.

5.2 *Redevelopment Plan.* The Developer represents that the Redevelopment Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

5.3 *Developer's Liabilities.* The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify the Village of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

5.4 *Compliance with Laws.* To the best of the Developer's knowledge, after diligent inquiry, the Redevelopment Project Area and the Redevelopment Project are and shall be in compliance with all applicable federal, state or local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Redevelopment Project and the Redevelopment Project Area.

5.5 *Compliance with Agreements.* The Developer will comply with all contracts, licenses, permits and agreements relating to the Redevelopment Project. Developer shall immediately notify the Village in writing upon becoming aware of the occurrence of any default under any such contract, license, permit or agreement.

SECTION 6

COVENANTS/REPRESENTATIONS/WARRANTIES OF THE VILLAGE

6.1 *General.* The Village represents and warrants that it has the authority as a home rule unit of government to execute and deliver this Agreement and to perform its obligations hereunder.

6.2 *Validity of TIF Ordinances.* The Village represents and warrants that the TIF Ordinances: (i) were duly passed and approved after all required notices and public hearings, (ii)

are in compliance with the Act, and (iii) as of the date of the execution of this Agreement by all parties, are in full force and effect without amendment or repeal.

SECTION 7

DEVELOPER'S EMPLOYMENT OBLIGATIONS

7.1 *Compliance with Employment Obligations.* The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate all Employers operating within the Redevelopment Project Area or on any Redevelopment Project to agree that for the Term of the Agreement with respect to the Developer and during the period of any other parties' provision of services in connection with the construction of the Redevelopment Project:

(a) Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and any subsequent amendments and regulations promulgated thereto.

(c) Each Employer shall, with respect to any construction which is located within any public right-of-way, comply with the provisions of the Illinois Workers on Public Works Act, 30 ILCS 570/0.02, *et seq.* and the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, to the extent applicable.

SECTION 8
INDEMNIFICATION

8.1 *Developer Indemnification of Village.* The Developer agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonably attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with: (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, (ii) the existence of any material misrepresentation in this Agreement or the Redevelopment Plan that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer, or (iii) the Developer's failure to cure any misrepresentation by the Developer in this Agreement.

SECTION 9
MAINTAINING RECORDS/RIGHT TO INSPECTION

9.1 *Books and Records.* The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Redevelopment Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Redevelopment Project. All such books, records and other documents shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village.

9.2 *Inspection Rights.* Upon 24-hours' notice, any authorized representative of the Village shall have access to all portions of the Redevelopment Project and the Developer Property during normal business hours for the Term of the Agreement to determine compliance with this Agreement.

SECTION 10
EVENTS OF DEFAULT

10.1 *Events of Default.* The occurrence of any one or more of the following events, subject to the provisions of Section 10.3, shall constitute an "Event of Default" hereunder by the applicable party:

(a) the failure of a party to perform, keep or observe, in all material respects, the covenants, conditions, promises, agreements or obligations of such party under this Agreement or any related agreement;

(b) the making or furnishing by a party of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which, when made, is or was materially untrue or materially misleading in any material respect;

(c) the commencement or any proceedings in bankruptcy by or against a party or for its liquidation or reorganization, or alleging that such party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a party's debts, whether under the United States Bankruptcy code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving such party; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within ninety (90) days after the commencement of such proceedings;

(d) the appointment of a receiver or trustee for a party, for any substantial part of such party's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of such party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within ninety (90) days after the commencement thereof; or

(e) the entry of any judgment or order against a party in an amount in excess of \$100,000 which remains unsatisfied or undischarged and in effect for ninety (90) days after such entry without a stay of enforcement or execution.

10.2 *Suspension of Disbursements.* Upon the occurrence of an Event of Default, the Village may suspend all disbursements of eligible redevelopment project costs to reimburse the Developer, and provided further; however, that the Village may, in any court of competent jurisdiction by any other action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to, injunctive relief or the specific performance of this Agreement.

10.3 *Curative Period.* In the event a party to this Agreement shall fail to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to perform such monetary covenant within 30 days of its receipt of a written notice from the other party specifying that it has failed to perform such monetary covenant. In the event a party to this Agreement shall fail to perform a non-monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to cure such default within 60 days of its receipt of a written notice from the other party specifying the nature of this default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such 60-day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such 60-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

10.4 *Termination of Proceedings.* In case the Village or Developer shall have proceeded to enforce any right under this Agreement, and such proceeding or other action shall

have been discontinued or abandoned for any reason (including a determination that no Event of Default has occurred and continues to exist), or such proceeding or other action shall have been determined adversely, then and in every such case, the Village and the Developer shall be restored to their former positions and rights hereunder, respectively, with regard to the Developer Property or rights subject to this Agreement, and all rights, remedies and powers of the parties hereto shall continue as if no such proceeding had been taken.

SECTION 11

NOTICE

11.1 *Notice.* Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (i) personal service; (ii) telecopy or facsimile; (iii) overnight courier; or (iv) certified mail, return receipt requested:

If to the Village:	Mayor Village of Evergreen Park 7321 West 59th Street Evergreen Park, Illinois 60501
With copies to:	Vincent Cankar, Esq. 6215 West 79th Street, Suite 2A Burbank, Illinois 60459-1102
If to the Developer:	Wu&Tran Real Estate LLC 3401 Avondale Lane New Lenox, IL 60451
With copies to:	Marcia Owens, Esq. 200 South Wacker Drive, Suite 3800 Chicago, IL 60606

SECTION 12

MISCELLANEOUS

12.1 *Amendment.* This Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the Village and the Developer. Consent of the Village must be approved by an ordinance passed by the Mayor and Board of Trustees.

12.2 *Entire Agreement.* This Agreement and the documents, agreements and other instruments to which reference is made herein or therein constitute the entire agreements between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

12.3 *Limitation of Liability.* No member, official or employee of the Village shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to the Developer from the Village or any successor in interest or on any obligation under the terms of this Agreement. The sole remedy of the Developer for any breach of this Agreement is specific performance.

12.4 *Further Assurances.* The Developer agrees to take certain actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

12.5 *Waiver.* Waiver by the Village and the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Village or the Developer in writing.

12.6 *Enforceability of the Agreement.*

(a) This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.

(b) Any violation of this Agreement by a party shall entitle the other party to the remedy of specific performance, and any other remedy available at law or in equity, but in no event shall any judgment for monetary damages or award be entered against the Village, its officers or employees.

(c) All remedies provided for in this Agreement are cumulative and the election or use of any particular remedy by any of the parties hereto shall not preclude that party from pursuing such other or additional remedies or such other or additional relief as it may be entitled to either in law or in equity.

12.7 *Disclaimer.* Nothing contained in this Agreement, nor any act of either or both parties to this Agreement, shall be deemed construed by any of the parties or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship by or among such parties except as expressly set forth herein.

12.8 *Headings.* The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

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

12.10 *Severability.* If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the

remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

12.11 *Conflict.* In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, if any, such ordinance(s) shall prevail and control.

12.12 *Governing Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

12.13 *Form of Documents.* All documents required by this Agreement to be submitted, delivered or furnished to the Village shall be in form and content satisfactory to the Village.

12.14 *Termination.* The Developer shall have the right to terminate this Agreement at any time prior to the first anniversary of the date hereof if, in the Developers sole discretion, litigation shall be pending in, or judgment entered by, a court of competent jurisdiction relative to the alleged invalidity of the Redevelopment Project Area, this Agreement, or the TIF Ordinances, in which event all further financial obligations of the Developer shall cease.

12.15 *Binding Effect.* This Agreement shall be binding upon the Developer, the Village and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the Village and their successors and permitted assigns (as provided herein).

12.16 *Force Majeure.* Neither the Village nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

12.17 *Exhibits.* All of the exhibits attached hereto are incorporated herein by reference.

12.18 *Assignment.* Developer may not assign this Agreement without the prior written consent of the Village. Under no circumstances may this Agreement be assigned prior to the issuance of the Certificate of Completion.

12.19 *Term.* This Agreement shall terminate upon the issuance of the Certificate of Occupancy for the Redevelopment Project, or when the Village has made a reimbursements to the Developer as required hereunder; whichever occurs later.

EXHIBIT A

Name of Developer: WU&TRAN REAL ESTATE LLC

Address of Developer Property: 2952-2958 West 95th Street, Evergreen Park, Illinois 60805

PIN of Developer Property: 24-01-326-036-0000

Redevelopment Project: Acquire Developer Property, demolish existing structures and construct an approximate 8,892 square-foot restaurant as per the attached site plan and elevations.

Cost of Redevelopment Project: \$3,500,000

Eligible Redevelopment Project Costs: Parking lot lighting and landscaping.

Date of Developer Property Acquisition: November 1, 2016. In the event that the Developer Property is not acquired by that date, the Village shall have the option to terminate this Agreement. There shall be no Curative Period or other excusable delay for the Date of Developer Property Acquisition.

Date of Completion of Construction including Restaurant Building and Parking Lot: June 30, 2017

**THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Vincent Cainkar
Louis F. Cainkar, Ltd.
6215 West 79th Street, Suite 2A
Burbank, Illinois 60459

Above Space for Recorder's Use

NON-EXCLUSIVE PARKING EASEMENT DEDICATION

THIS NON-EXCLUSIVE PARKING EASEMENT DEDICATION is made this 6th day of September, 2016, by the **VILLAGE OF EVERGREEN PARK**, a municipal corporation duly organized under the laws of the State of Illinois (the "**Grantor**") for the benefit of **WU&TRAN REAL ESTATE LLC**, a limited liability company duly organized under the laws of the State of Illinois (the "**Grantee**").

WITNESSETH:

WHEREAS, the Grantor is the owner of the following described property:

THE WEST 80 FEET OF THE NORTH 125 FEET OF THE SOUTH 175 FEET OF THE EAST ½ OF THE WEST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-01-326-040
 24-01-326-046
 24-01-326-047

Common Address: 2942-2946 West 95th Street, Evergreen Park, Illinois

(the "**Village Parking Lot**"); and

WHEREAS, the Grantee has or will acquire the following described property:

THE SOUTH 166 FEET (EXCEPT THE WEST 33 FEET AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE WEST ¼ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-01-326-036

Common Address: 2952-2958 West 95th Street, Evergreen Park, Illinois

(the “**Development Parcel**”); and

WHEREAS, it is the intention of the Grantor that the present and future owners of the Development Parcel shall have common enjoyment of the Village Parking Lot.

NOW THEREFORE, the Grantor does hereby dedicate a perpetual, non-exclusive easement appurtenant to the Development Parcel for parking and related ingress and egress thereto, over, across and upon the Village Parking Lot, (the “Non-Exclusive Parking Easement”) for the mutual benefit of the owners and assigns of the Development Parcel; including their agents, customers and invitees, to be used solely for parking in conjunction with the Development Parcel.

The Grantor shall, in a reasonable manner, supervise, operate, manage, maintain and keep in good, safe and orderly repair the Non-Exclusive Parking Easement at no charge to Grantee, and shall keep the Non-Exclusive Parking Easement clear and reasonably free of snow, ice, rubbish and obstructions of every nature and in full use and operation as a parking lot.

The Grantee shall have access to the Non-Exclusive Parking Easement from one or more driveways on 95th Street, but the Grantor does not guarantee continued access to the Non-Exclusive Parking Easement from the alley to the north thereof.

All of the provisions of this Non-Exclusive Parking Easement, including the benefits and burdens set forth herein, shall run with the land, are binding upon, and shall inure to the benefit of the successors and assigns of the owner of the Development Parcel and to the burden of the successors and assigns of the Village Parcel.

In the event that the business constructed on the Development Parcel or any successor thereto is closed for a period of more than 18 consecutive months after its initial occupancy has been granted, for reasons other than casualty or instances of force majeure, the Non-Exclusive Parking Easement shall automatically terminate unless otherwise mutually agreed with the Grantor.

The Grantor shall carry liability insurance with respect to the ownership and operations of the Non-Exclusive Parking Easement and the Grantee shall also carry liability insurance with respect to its operations and parking on the Non-Exclusive Parking Easement.

IN WITNESS WHEREOF, the Village of Evergreen Park has caused this Non-Exclusive Parking Easement to be executed as of the day and year first above written.

GRANTOR: VILLAGE OF EVERGREEN PARK,
an Illinois municipal corporation

By: James J. Sexton
James J. Sexton, Mayor

Attest: Catherine T. Aparo
Catherine T. Aparo, Village Clerk

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

On this 6th day of September, 2016, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, appeared James J. Sexton, Mayor, and Catherine T. Aparo, Village Clerk, to me personally known, who, being by me duly sworn, did execute this Non-Exclusive Parking Easement Dedication on behalf of the Village of Evergreen Park, and acknowledged said Non-Exclusive Parking Easement Dedication was the free and voluntary act of the Village of Evergreen Park.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public