

ORDINANCE NO. 14-2014

**AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK
APPROVING A FIRST AMENDMENT TO ECONOMIC
DEVELOPMENT AGREEMENT (MARIANO'S FRESH MARKET)
BETWEEN THE VILLAGE OF EVERGREEN PARK AND 95TH &
WESTERN, LLC FOR A GROCERY STORE DEVELOPMENT AT
2601 WEST 95TH STREET, EVERGREEN PARK, ILLINOIS**

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 First Amendment to the Economic Development Agreement (Mariano's Fresh Market) between the Village of Evergreen Park and 95th & Western, LLC for a Grocery Store Development at 2601 West 95th Street, Evergreen Park, Illinois, 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 with such changes as approved by the Village Attorney.

Section 2

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of the State of Illinois or any parts thereof which are in conflict with the provisions of this ordinance are hereby superseded by this ordinance enacted under the home rule power of the Village of Evergreen Park.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 3

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 21st day of July, 2014.



Catherine T. Aparo

CATHERINE T. APARO, Village Clerk

APPROVED by me this 21st
day of July, 2014.

James J. Sexton

JAMES J. SEXTON, Mayor

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (MARIANO'S FRESH MARKET) BETWEEN THE VILLAGE OF EVERGREEN PARK AND 95th & WESTERN, LLC FOR A GROCERY STORE DEVELOPMENT AT 2601 WEST 95TH STREET, EVERGREEN PARK, ILLINOIS

This First Amendment is dated July 21, 2014 (the "First Amendment"), and is made to the Economic Development Agreement (Mariano's Fresh Market) dated June 3, 2013 (the "Development Agreement") by and between the Village of Evergreen Park, a home rule unit of government duly organized and existing under the Constitution and laws of the State of Illinois (the "Village"), and 95th & Western, LLC, an Illinois limited liability company (the "Developer") as follows:

1. All of the provisions of the Development Agreement shall remain in full force and effect except as specifically amended or revised in this First Amendment.

2. The provisions of Section 5.I. shall be changed to read:

"I. Foundation Completion. Foundation Completion for the Grocery Store Development shall occur by June 30, 2014."

3. The provisions of Section 5.J. shall be changed to read:

"J. Substantial Completion of Construction. Subject to Uncontrollable Circumstances and other adjustments provided for in this Agreement, Developer agrees to apply to the Village for a Certificate of occupancy and to achieve Substantial Completion of the PetSmart store by November 14, 2014. Subject to Uncontrollable Circumstances and other adjustments provided for in this Agreement, Developer agrees to apply to the Village for a Certificate of occupancy and to achieve Substantial Completion of the Grocery Store Development by February 15, 2015."

4. The provisions of Section 5.L. shall be changed to read:

"L. Opening Day. Subject to Uncontrollable Circumstances, Developer agrees to use commercially reasonable efforts to have the Lease require Operator to initially open the Grocery Store Development for the conduct of business to the general public for retail trade (the "Opening Day") on or before March 31, 2015."

5. The provisions of Section 6.B. shall be changed by adding the following sentence:

“B. Traffic Signal Improvements. . . . In the event that the Village requests the Developer to perform work (such as removal/demolition of existing site conditions, survey, new curbs, public sidewalks, approach, closure of existing curb cuts, and traffic control) related to the installation of the Traffic Signal Improvements because it is more efficient to do so, then the Village agrees to reimburse the Developer for such work within 30 days after payment has been made by the Developer to the applicable contractors.”

IN WITNESS HEREOF, the parties hereto have executed and delivered this Development Agreement in the State of Illinois, on the date first written above.

VILLAGE OF EVERGREEN PARK,
a municipal corporation

JAMES J. SEXTON, Mayor

CATHERINE T. APARO, Village Clerk

95TH & WESTERN, LLC
an Illinois limited liability company

By: IBT Group, LLC, an Illinois limited liability
company, Manager

GARY A. PACHUCKI, Its Manager

Acknowledged and Consented:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

JOEL G. DALSON, Vice President