

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the “*Redevelopment Agreement*”) is entered into this ____ day of _____, 2018, by and among the Village of Schaumburg, Cook and DuPage Counties, Illinois, an Illinois municipal corporation (the “*Village*”) and EZDUZIT 17 LLC , an Illinois limited liability company (the “*Owner*”).

W I T N E S S E T H:

WHEREAS, the Village is a home-rule unit of local government organized under the Constitution of the State of Illinois of 1970 and the laws of this State, including but not limited to 65 ILCS 5/8-1-2.5; and as such has authority to promote the health, safety and welfare of the Village and its citizens; authority to encourage private investment in industry, business and housing in order to enhance the tax base of the Village; authority to ameliorate blight; and, authority to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, the Village has identified certain areas within its municipal boundaries where there is a need for economic assistance in order to address the extraordinary measures which must be undertaken to accomplish redevelopment and induce private investment; and

WHEREAS, the Owner has proposed to renovate substantial elements of the vacant six thousand four hundred (6,400) square foot building it owns on the “Easy Street Property” at 17 S. Roselle Road in the Village (the “*Subject Property*”), legally described on *Exhibit A* attached hereto and made a part hereof, for the purpose of encouraging reoccupancy of the Subject Property; and

WHEREAS, the Owner is prepared to guarantee: (i) that over Seven Hundred Thousand and No/100 Dollars (\$700,000.00) will be invested in the Subject Property; (ii) that additional improvements to the Subject Property to be completed by the Owner include the construction of parking lot improvements necessary for the cross access and shared parking lot between the Subject Property and certain adjacent properties; (iii) it shall employ approximately fifteen (15) employees at the Subject Property (the “*Project*”); and

WHEREAS, in furtherance of the Project, the Owner shall renovate, or cause the renovation of, substantial elements of the six thousand four hundred (6,400) square foot building on the Subject Property (the “*Building Improvements*”), as well as construct, or cause the construction of, the parking lot improvements necessary for the cross access and shared parking lot (the “*Additional Improvements*”), as directed, and as approved, by the Village, and the Additional Improvements shall include, without limitation: removal of the fence and some existing improvements; site preparation; utility improvements; interior road and pedestrian improvements; and a drive connection between the two properties; and

WHEREAS, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) have investigated the benefits to be derived from the Project upon its completion and have determined that the Project, when completed, shall cause the renovation of a contributing structure in the Olde Schaumburg Centre District, shall create new job opportunities with the construction, implementation and operation of the Project shall have a positive impact on the Olde Schaumburg Centre District shall foster increased economic activities throughout the Village shall increase the tax base of the

Village and all affected taxing districts and shall advance the health, safety and welfare of all residents of the Village; and

WHEREAS, the Owner has requested financial assistance from the Village in order to proceed with the Project due to the extraordinary costs to be incurred to renovate the Subject Property, including the masonry, roofing, windows, doors, and fire sprinkler work in the building thereon and,

WHEREAS, Corporate Authorities have received the estimated budget for the Project and have reviewed the substantial investment required by the Owner to proceed and complete the Project and have determined that financial assistance would be in the best interests of the residents of this Village as the Project is in furtherance of the Village's Quindel-Lengl Plan and the revitalization of the Olde Schaumburg Centre, subject to the terms and conditions as hereinafter set forth.

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

ARTICLE I

RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully restated in this Article I.

ARTICLE II

OBLIGATIONS OF THE OWNER

Section 2.1. Conditions Precedent to the Village's Obligations. In order to be entitled to the benefits and financial assistance to be provided by the Village in this Redevelopment Agreement, the Owner covenants and agrees as follows:

A. To advance all funds to complete the Project, including to renovate the building on the Subject Property and construct the interconnect for the shared parking lot and all improvements incidental thereto as deemed necessary to permit occupancy and operation for its intended use, as depicted on *Exhibit B* attached hereto and made a part hereof.

B. To obtain all approvals and permits as required by the Village and any other agency or unit of government having jurisdiction over the Subject Property and the Project.

C. To submit a budget to the Village for all of the undertakings required in conjunction with the Owner' obligations to renovate and complete the Project demonstrating an investment of not less than Seven Hundred Thousand and No/100 Dollars (\$700,000.00).

D. To complete the Project in accordance with all approvals and as required by the ordinances, rules and regulations of the Village, and all laws, rules and regulations of all other agencies and units of government having jurisdiction over the Subject Property, including but not limited to complying with the Illinois Prevailing Wage Act, 820 ILCS 130/1, *et. seq.*, for the portion of the Project to be conveyed by the Owner to

the Village per Section 2.2 below, including the payment of prevailing wages, the submission of certified payrolls, and so on.

E. To complete the Building and Additional Improvements from the Village on or before December 31, 2018.

Section 2.2. Conveyance of Parking Facilities. By October 1, 2018, the Owner shall convey the “Parking Lot To Be Conveyed,” as labeled on *Exhibit C* attached hereto and made a part hereof, to the Village. The conveyance shall be at no cost to the Village by a Warranty Deed, and title to the property shall be clear of all encumbrances, except for real estate taxes accrued but not yet paid, which real estate taxes the Owner shall be responsible for paying when due.

Section 2.3. Agreement for the Construction, Use and Maintenance of the Public Parking Area. After the conveyance of the property in Section 2.2 above, when directed by the Village, the Owner shall promptly execute an amendment to the “Olde Schaumburg Center Property Owners Agreement Providing for the Construction Use and Maintenance of the Public Parking Area,” dated February 23, 2010, recorded with the Cook County Recorder of Deeds as document 1108449029 on March 25, 2010 (the “*Parking Agreement*”) as presented by the Village to the Owner, which amendment shall incorporate the property conveyed in Section 2.2 above into the Parking Agreement, and which amendment shall require the Owner to pay a proportionate share of the costs of the parking areas covered by the Parking Agreement, as set forth in the amendment.

ARTICLE III

REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS

Section 3.1. Reimbursement to the Owner. The Village shall provide up to a total amount not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to the Owner for the reimbursement of a portion of the costs incurred relative to the Project and Building Improvements and Additional Improvements (the “*Redevelopment Project Costs*”). Reimbursement will be made in two (2) phases: One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) after the Building Improvements and Additional Improvements are completed for the Project, and One Hundred Thousand and No/100 Dollars (\$100,000.00) when the parking lot interconnect is completed and a restaurant and/or Village approved commercial tenant occupies the Subject Property. So long as no notice of default has been issued pursuant to Section 5.7., the Village agrees to reimburse the Owner for eligible Redevelopment Project Costs incurred by the Owner upon submittal of such evidence as hereinafter required. The Redevelopment Project Costs incurred, or to be incurred, by the Owner are set forth in *Exhibit D*.

Section 3.2. Procedure for Reimbursement of Project Costs. To establish a right of reimbursement for specific Redevelopment Project Costs under this Agreement, the Owner shall submit to the Village Manager a written statement in the form attached to this Agreement as *Exhibit E* (a “*Request for Reimbursement*”) setting forth the amount of reimbursement requested and the specific Redevelopment Project Costs for which reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers, leases or other evidence as the Village Manager shall reasonably require to evidence the right of the Owner to reimbursement under this Agreement. The amount estimated for any Redevelopment Project Cost as set forth on *Exhibit D* may be decreased or increased provided that proof of payment is

submitted with the Request for Reimbursement. The Village Manager shall have thirty (30) days after receipt of any Request for Reimbursement from the Owner to approve or disapprove such Request and, if disapproved, to provide the Owner in writing and in detail with an explanation as to why it is not prepared to recommend such reimbursement.

ARTICLE IV

OWNER REPRESENTATIONS, WARRANTIES AND COVENANTS

Owner Representations, Warranties and Covenants. Owner represents, warrants and covenants that now and all times during the term of this Redevelopment Agreement:

A. Owner is an Illinois limited liability company, validly existing and in good standing under the laws of the State of Illinois. Owner has all power and authority to own all of its respective properties and to carry on its respective business. The Owner is qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified would have a materially adverse effect on the business or properties of the Owner.

B. The Owner has all requisite power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by the Owner of this Agreement and the documents contemplated hereby and the consummation by the Owner of the transactions contemplated thereby, have been duly and validly authorized and all requisite action has been taken to make them the valid and binding obligations of the Owner, enforceable against the Owner in accordance with their terms.

C. Delivery and performance of this Agreement by the Owner, and the consummation by the Owner of the transactions contemplated hereby, do not and will not contravene or constitute a default under or give rise to right of termination, cancellation, acceleration or material modification of any right or obligation of the Owner under any provision of any applicable law or regulation, the articles of organization or bylaws of the Owner, any agreement, contract, plan, lease, arrangement or commitment, or any judgment, injunction, order, decree, administrative interpretation, award or other instrument to which the Owner is a party or by which the Owner may be bound.

D. There are no actions, suits, proceeding or investigations pending, or, to Owner's knowledge, threatened, nor does any reasonable basis exist therefor which would have a material and adverse impact on the business of the Owner, against or affecting the Owner or any of the Owner's assets, at law or in equity, or before or by any federal, state, municipal or other governmental department commission, board or agency, domestic or foreign. The Owner is not operating its business under or subject to, nor is in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board or agency, domestic or foreign, and, to the Owner's knowledge, the Owner has not been charged or threatened with a charge or violation, or, to Owner's knowledge, is under investigation with respect to possible violation, of any provision of any federal, state or local law or administrative ruling or regulation relating to Owner or any of its assets.

E. The Owner has conducted, and is conducting, its business in compliance with all applicable laws, regulation or requirements of each jurisdiction, whether federal, state or local, in which its business is conducted.

F. To the best of the Owner's knowledge as of the date of this Agreement, no representation by the Owner in this Agreement or in any written statement, exhibit, schedule, certificate, document, or instrument provided to the Village pursuant to this Agreement and in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein not misleading.

G. The Owner represents and warrants that the Project will, at all times, conform and comply with all applicable federal, state and local building and zoning laws, rules, regulations and ordinances.

H. The Owner represents, warrants and covenants that no member, official, officer or employee of the Village, or any commission or committee exercising authority over the Project, or any consultant hired by the Village or the Owner with respect thereto, owns or controls, has owned or controlled any interests, direct or indirect, in the Owner's business, the Project, or the Subject Property.

I. All warranties, representations, and covenants of the Owner contained in the Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall remain in effect throughout the term of this Agreement.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Notice. All notices, demands, requests and other communications, required or permitted under this Agreement (“*Notices*”) shall be in writing and shall be deemed properly served when delivered by hand to the party to whose attention it is directed or when received if sent, postage prepaid, by registered or certified mail, return receipt requested, or by an overnight carrier such as Federal Express, and shall be deemed received by such party three (3) regular business days after mailing in accordance with the foregoing provisions, and follows:

Village: Village of Schaumburg
Attn: Matt Frank
101 Schaumburg Court
Schaumburg, Illinois 60193

With a copy to : Klein, Thorpe and Jenkins
Attn: Lance Malina
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

Owner: EZDUZIT 17 LLC
Attn: Peter Howell
3685 Woodhead Drive
Northbrook, IL 60062

or at any such other address or to such other party which any party entitled to receive notice hereunder designates to the other in writing, in accordance with the foregoing Notice provisions. Notices may be given by a party or said party’s attorney as identified above.

Section 5.2. No Discrimination. The Owner for itself and its successors and assigns agrees that in the development and construction of the Project on the Subject Property and in the operation of its business, the Owner shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, color, religion, sex or national origin. The Owner shall hire applicants and treat employees in a manner

that does not unlawfully discriminate based upon race, creed, color, religion, sex or national origin, with respect to all aspects of employment, including but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this nondiscrimination clause. The Owner shall comply with all applicable laws regarding rate of pay or other forms of compensation.

Section 5.3. Assignment. This Agreement may not be assigned by the Owner without the prior written consent of the Village, which consent shall not be unreasonably withheld.

Section 5.4. Successors and Assigns. The terms, conditions and covenants set forth in the Agreement or otherwise attaching by operation of law shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the Village and the Owner and shall run with the land of the Subject Property.

Section 5.5. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing and signed by such party. No waiver shall be taken of any other similar provision or of any future event, act or default. Any provision or condition or term hereof established primarily for the benefit of one party hereto may be waived by such party with or without notice, which waiver may be made retroactively.

Section 5.6. Severability. In the event that any jurisdiction the law of which shall apply, any provision of this Agreement shall be finally adjudicated invalid and

unenforceable, in whole or in part, or shall cause this Agreement to be unenforceable, in whole or in part, such provisions shall be limited for purposes of such jurisdiction to the extent necessary to render the same and the remainder of this Agreement valid and enforceable, or shall be exercised from this Agreement for purposes of such jurisdiction as circumstances require, to preserve the validity and enforceability of the remainder of this Agreement and this Agreement shall be construed for purposes of such jurisdiction as if said provision *ab initio* has been incorporated herein as so limited to had not been included herein, as the case may be.

Section 5.7. Enforceability of the Redevelopment Agreement; Defaults; Remedies.

A. This Agreement shall be enforceable by any party by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein set forth.

B. Any breach of any material term of this Agreement by either party shall entitle the non-breaching party to the remedy of specific performance in addition to any other remedy available at law, in equity, or by statute.

C. No action based upon any violation of this Agreement shall be brought except after written notice to the breaching party describing the nature of the alleged violation, and until said party shall have had a thirty (30) day period in which to cure the violation. A non-monetary default under this Agreement shall not be deemed to be a violation provided that such default is not capable of being cured within such thirty (30) day period, and after notice the party in violation shall institute and diligently pursue to completion appropriate measures to remove or remedy the default.

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

E. In the event any action is brought arising from a breach of this Agreement or to enforce any provision of this Agreement, venue shall lie in the Circuit Court of Cook County, Illinois, and the prevailing party in such action shall be entitled to recover its costs, expenses and reasonable attorneys' fees from the breaching party.

F. Any delay by a 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 such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise).

G. The rights and remedies of any party to this Agreement (or its successors in interest), whether provided by law or by this Agreement, shall be cumulative, and the exercise by a party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation of Owner or the Village, or any condition under the Agreement shall be considered a waiver of any rights of a party with respect to the particular obligation of the other party or condition beyond those expressly waived in writing.

H. The Owner represents, warrants and covenants that no member, official, officer or employee of the Village, or any commission or committee exercising authority over the Project, or any consultant hired by the Village or the Owner with respect thereto, owns or controls, has owned or controlled any interests, direct or indirect, in the Owner's business, the Project, or the Subject Property.

I. All warranties, representations, and covenants of the Owner contained in the Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall remain in effect throughout the term of this Agreement.

Section 5.8. Recording of Agreement. A copy of this Agreement or a Memorandum hereof shall be recorded against the Subject Property.

Section 5.9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

Section 5.10. Entire Agreement; Amendments; Conflict. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between the parties hereto, other than those which are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon them, unless in writing and signed by both Parties. In the event any of the terms of this Agreement conflict with any of the terms of the exhibits attached thereto, the terms of this Agreement shall control.

Section 5.11. Force Majeure. The Village and the Owner 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 the way of illustration and not limitation, severe rainstorms or below freezing temperature of abnormal degree or for an abnormal duration, tornadoes or cyclones; acts of terrorism, Acts of God, or 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first written above.

Village of Schaumburg, Cook and DuPage
Counties, a municipal corporation of the
State of Illinois

By: _____
Village President

Attest:

Village Clerk

EZDUZIT 17 LLC,
an Illinois limited liability company

By: _____
Manager

Attest:

Secretary

Exhibit A

Legal Description

17 South Roselle Road

Schaumburg, IL 60193

Lot 2 in Easy Street Subdivision, being a resubdivision of part of Lot 3 and Lot 4 in Block 2 in Schaumburg, being Henry F. Quindel's Subdivision of part of the West 1/2 of the Southeast 1/4 of Section 22, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 7, 2008 as Document Number 0822018026, in Cook County, Illinois.

Exhibit B

Site Plan for the Project

(attached)

Exhibit C

Map of Parking Facilities to be Conveyed

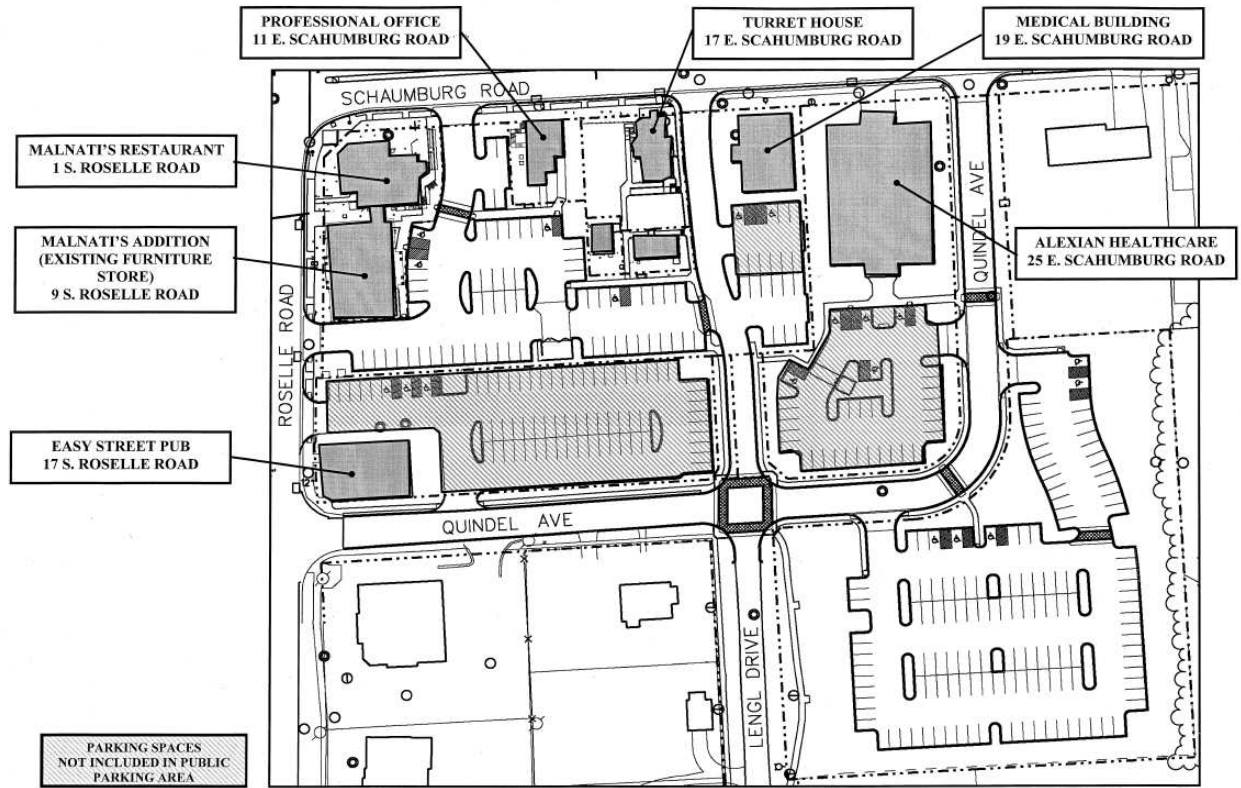


Exhibit D

Redevelopment Project Costs

Overhead and Margin	\$159,488
Demolition	\$60,497
Waterproofing	\$20,000*
Concrete	\$23,425
Masonry	\$84,500*
Roofing & Insulation	\$33,177*
Windows & Doors	\$77,952*
Gutters & Downspouts	\$3,658*
Carpentry	\$30,248
Flooring	\$23,636
Drywall & Paint	\$6,753
Elevator	\$43,614
Plumbing	\$37,986
Fire Sprinkler & Alarm	\$59,090*
Mechanical	\$91,448
Electrical	\$34,610
Sitework (new water tap)	\$70,345
Sitework (parking interconnect)	\$20,100
Total	\$880,527

***Costs eligible for reimbursement as part of Phase I request**

Exhibit E
Form of Request for Reimbursement

Request for Reimbursement

Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193

Re: Redevelopment Agreement, dated _____, 2018, by and among the Village of Schaumburg, Illinois; and EZDUZIT 17 LLC _____ (the “Owner”)

Dear Village Manager:

You are requested to disburse funds pursuant to the Redevelopment Agreement described above in the amount(s), and for the items set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Request for Reimbursement No.: _____
2. Amount to be reimbursed: _____
3. The amount requested to be disbursed in this Request for Reimbursement will be used to reimburse the Owner for those Redevelopment Project Costs in *Exhibit D* attached to this Request for Reimbursement.
4. The undersigned certifies that:
 - (i) the amounts included in 2 above were made or incurred or financed were made or incurred in accordance with approved plans, permits and specifications of the Project as defined in the Redevelopment Agreement;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the reimbursement due and payable as Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent eligible Redevelopment Project Costs identified on *Exhibit D* of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, with paid invoices attached for all sums for which reimbursement is requested;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Owner for its funds actually advanced for Redevelopment Project Costs;
 - (v) the Owner is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Owner that would prevent the performance of its obligations under the Redevelopment Agreement.

Date:

By:

APPROVED:

Village of Schaumburg, an Illinois municipal corporation

Date:

Village Manager