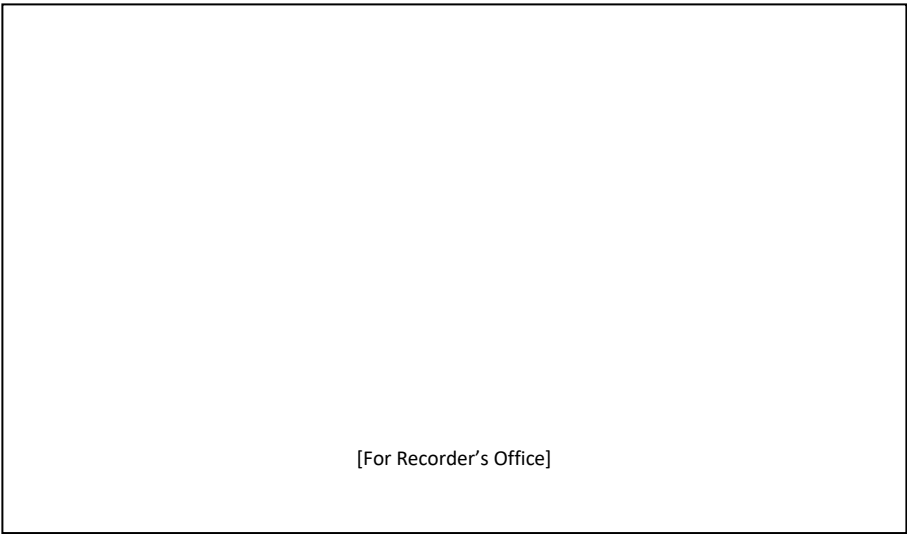


THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:
Carmen P. Forte, Jr.
Klein, Thorpe & Jenkins, LTD.
900 Oakmont Lane, Suite #301
Westmont, Illinois 60559-5574



[For Recorder's Office]

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of the _____ day of ____, 2024 (the "Effective Date"), by and between the Village of Schaumburg, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and Cook County, Illinois, an Illinois County (the "County"). The Village and the County are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorize and encourages units of local government to contract amongst themselves; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village is a municipality as defined by and subject to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the "Municipal Code"); and

WHEREAS, the County is a county as defined by and subject to the Illinois Counties Code, 55 ILCS 5/1-1000, *et seq.* (the "Counties Code"); and

WHEREAS, there exists within the Village boundaries certain real property commonly known as 2222 Hammond Drive, Illinois, 60196, identified by Property Index Number 02-34-300-019, and is legally described in **EXHIBIT A** attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the Subject Property is currently owned by Hunter Realty Limited, LLC, a registered limited liability company in Illinois with a principal address of 2222 Hammond Drive, Schaumburg, Illinois, 60196; and

WHEREAS, the Village has entered and executed a Purchase and Sale Agreement with Hunter Realty Limited LLC to acquire the Subject Property; and

WHEREAS, there exists within unincorporated Cook County, certain real property commonly known as 2325 Meacham Road, Schaumburg, Illinois, 60173, identified by Property Index Numbers 02-35-305-003; 07-01-101-006; and 16-00068-WR, and is legally described in **EXHIBIT B** attached hereto and made a part hereof (the “County Property”); and

WHEREAS, the County is the current owner of record of the County Property; and

WHEREAS, the Village has authorized the designation of the North Schaumburg Tax Increment Redevelopment Plan and Project, (the “Redevelopment Plan”) concerning the certain area, which includes the Subject Property, all as legally described in the Redevelopment Plan (the “Redevelopment Project Area”); and

WHEREAS, the Village has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “Act”); and

WHEREAS, in accordance with the Act, the Village has conducted public hearings with respect to the designation of the Redevelopment Plan, the Redevelopment Project Area and the Redevelopment Project (as defined below) at meetings of the Village President and the Board of Trustees (the “Corporate Authorities”); and

WHEREAS, the Corporate Authorities of the Village, after giving all notices required by law and after conducting all public hearings required by law, adopted Ordinance Numbers 14-011, 14-012, and 14-013, as amended by Ordinance Number 15-051, adopted on June 23, 2015 approving a tax increment redevelopment plan and project and adopting tax increment financing relative to the Village’s North Schaumburg Tax Increment Financing District for redevelopment and revitalization of a portion of the corporate limits of the Village, (collectively, the “TIF Ordinances”); and

WHEREAS, to facilitate the development of the Redevelopment Project, the Village intends to acquire the Subject Property, demolish currently existing structures on the Subject Property, and provide public financial assistance for eligible construction and relocation costs, not to exceed ten million five hundred thousand dollars (\$10,500,000/00) (the “Village Assistance” or “TIF Funds”); and

WHEREAS, within the Redevelopment Project Area, the County has agreed to relocate its Cook County Maintenance District 1 Facility, currently located at the County Property, and re-develop on the Subject Property in exchange for the Village Assistance, as defined in this Agreement; and

WHEREAS, the County has agreed to make certain necessary investment in the redevelopment of the Subject Property, which, but for such inducement, would not occur. It is anticipated that the Project will include the construction of a new County maintenance facility for the benefit of the general public, while also allowing for the use of the County Property for the

Village's furtherance of commercial redevelopment on the property, which will generate further *ad valorem* taxes in the Redevelopment Project Area, in addition to other benefits for the Village and further the development objectives of the Village; and

WHEREAS, in connection with its development of the Subject Property, the County has agreed to construct and relocate, and the Village has agreed to assist in the construction and relocation of Cook County Maintenance District 1 Facility. The Project Costs are identified in **EXHIBIT C** attached hereto and made a part hereof. The acquisition and improvement of the Subject Property, including the construction of the TIF Improvements, are collectively referred herein to as the "Redevelopment Project" or "Project"; and

WHEREAS, upon completion of construction and relocation to the Subject Property, the County has agreed to convey and the Village has agreed to accept the transfer of ownership of the County Property to the Village subject to the terms contained herein; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including without limitation, for activities that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

WHEREAS, this Agreement has been submitted to the County for consideration and review, the County has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the County according to the terms hereof, and any and all actions of the County precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the development of the Redevelopment Project will further the growth of the Village, facilitate the development of the entire Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, increase additional tax revenues realized by the Village, foster increased economic activity within the Village, increase employment opportunities within the Village, and otherwise be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

WHEREAS, the Village is desirous of having the Redevelopment Project Area developed for such uses in order to serve the needs of the Village and community and in order to produce increased tax revenues for the various taxing districts authorized to levy taxes within the Redevelopment Project Area, and the Village, in order to stimulate and induce the

redevelopment of the Redevelopment Project Area, has agreed to finance certain Project Costs (as defined below) by reimbursing the County from some of the incremental property taxes generated by the Redevelopment Project Area all in accordance with the terms and provisions of the Act and this Agreement; and

NOW, THEREFORE, 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 Parties do hereby agree as follows:

ARTICLE I. RECITALS PART OF AGREEMENT; EFFECT

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 set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT

3.1 **Authorization to Construct.** In order to further the development of the Redevelopment Project Area, the Village will acquire the Subject Property and demolish the current structure(s) on the Property. The TIF Improvements constitute some or all of those parts of the Redevelopment Project which qualify under the Act for Village reimbursement through tax increment financing as provided hereunder. The information contained in **EXHIBIT C** includes the Village's and County's proposed improvements of and anticipated costs for the Subject Property, including its acquisition, demolishing the current building on the Subject Property, and remediating any Hazardous Materials (as defined below) on the Subject Property, and a portion of the County's anticipated costs eligible under the TIF Act to construct and relocate Maintenance Facility District 1 to the Subject Property (the "TIF Improvements" and/or "Project Costs".) The Parties represent and warrant that the TIF Improvements described in **EXHIBIT C** shall be completed in a manner conformant with all Village codes, regulations and policies. All records with respect to administration of the construction of the portion of the TIF Improvements performed by the County contained herein shall be maintained by the County in order to facilitate a determination by the Village, which determination shall not be unreasonably withheld, delayed, or denied, as to whether or not a particular item of cost is eligible for reimbursement from the TIF Funds pursuant to the Act and this Agreement. All TIF Improvements shall have been constructed in accordance with any and all applicable federal and state regulations, statutes and ordinances in order to be eligible for reimbursement.

3.2 **Village Approvals.** All procedures and requirements for approval of the Plans (as defined below) shall be submitted and considered pursuant to applicable Village ordinance as well as normal and standard Village procedures in relation thereto (the “Plan Approval”). Execution of this Agreement shall not be considered as approval or waiver of all necessary building permits or associated permit fees required for County to complete the Project. The Village further agrees and acknowledges that all building permit and zoning fees applicable to the Project shall be waived. County agrees that it shall pay all other costs associated with the Project as provided by applicable ordinance, including, but not limited to: any third-party inspection fees, water service connection fees, certificates of occupancy and/or any other charges or fees from the Village applicable to the Project as would be applicable to any other construction project in the Village. This obligation shall only be required as to such charges or fees of the Village that are provided by applicable ordinance and effective at the time of execution of this Agreement.

3.3 **Costs.** The Village and the County agree that the Village shall be responsible for the costs of acquiring the Subject Property, and for any demolition and site preparation work as provided herein required for the County’s relocation. The County has advanced or will advance all funds and all costs necessary to construct and relocate the Maintenance Facility District 1 from the County Property to the Subject property and to otherwise complete the Redevelopment Project, subject to reimbursement of eligible Project Costs as provided herein. To be eligible for reimbursement under this Agreement, Project Costs must be certified to the Village by the County in accordance with provisions of this Agreement and further subject to the limitations set forth in Section 4.2. The procedures to obtain a Village Certificate of Eligibility for Project Costs are generally described in Section 4.3. The Village Assistance shall not exceed ten million five hundred thousand dollars (\$10,500,000.00).

3.4 **No Liens.** County agrees that all TIF Improvements shall be free of all mechanics’ and materialman’s liens which could arise as a result of the County’s construction of the TIF Improvements. In the event that a mechanic’s or materialman’s lien is recorded and the County intends to contest any such lien, the County shall provide to the Village prompt written notice of its intent to contest the lien along with the legal and factual basis upon which the County relies in contesting such lien. In the event such written notice is provided, the County shall not be deemed to be in default of this provision or this agreement. Notwithstanding the foregoing, the County hereby agrees and covenants to indemnify, defend and hold harmless the Village from all costs and expenses, including reasonable attorneys’ fees and costs of litigation, in the event any liens are filed in connection with the Redevelopment Project as a result of the acts or omissions of the County, its agents, or independent contractors.

3.5 **Demolition of Improvements.** The demolition schedule for the Redevelopment Project is incorporated by reference into this Agreement as **EXHIBIT E**, attached hereto and made a part hereof (the “Construction Schedule”). The Village shall complete any demolition and site preparation required to ready the Subject Property for the County’s relocation, as set forth in **Exhibit E**. The Village agrees that it shall deliver the Subject Property, at its sole cost and expense, including any required site remediation, free of any Hazardous Material (as defined

herein) or toxic materials, chemicals or wastes or, if necessary, upon securing a No Further Remediation Letter from the State of Illinois Department of Environment. The County shall perform the site relocation from the County Property to the Subject Property and perform public improvements on the Subject Property. These public improvements shall meet the specifications set forth in the Plans (as defined below). Upon completion of the construction and relocation to the Subject Property, the County shall convey the County Property to the Village.

3.6 Construction Initiation and Completion. Subject to delays caused by *Force Majeure* (as defined below), the Village shall initiate demolition of the current improvements on the Subject Property, within a reasonable time upon possession of the Subject Property in accordance with the Construction Schedule. The Parties are aware that the Village's future possession of the Subject Property is subject to a lease agreement between the Village and its current occupant, Hunter Realty Limited, LLC, ("Hunter") which will commence at the time of closing on the Subject Property, and extend for a term of eighteen (18) months, with a potential extension for another six (6) months. The Village agrees, however, that it will use all good faith efforts to ensure that it can begin demolition of the Subject Property upon expiration of the lease term with Hunter and that in the event Hunter elects to extend the lease for the additional six (6) months, the Village agrees to pay to the County fifty thousand dollars (\$50,000.00) for each month that Hunter extends its lease within thirty (30) days from such extension by Hunter. The Village shall notify the County of any such extension by Hunter immediately upon receipt of Hunter's extension notice. Should Hunter vacate the Subject Property prior to the end of the term of the lease agreement, the Village will commence demolition upon such earlier possession make the Subject Property available for construction and relocation by the County and the Parties agree to modify the Construction Schedule on Exhibit E accordingly. The County shall initiate construction of and relocation to the Subject Property, on or in substantial conformance with the Construction Schedule as modified herein.

During the term of the aforementioned lease agreement and occupancy provided for therein, the County shall have the right, commencing no sooner than July 1, 2025, but no later than August 1, 2025, to access the Subject Property for the purpose of conducting and performing additional due diligence and testing including, but not limited to, soil boring sampling. The County shall provide prior notice to all Parties, including the occupant, of planned and scheduled access on and to the Subject Property for these purposes.

In the event that during construction of the Redevelopment Project by the County, the County discovers any Hazardous Materials on the Subject Property, the County shall remediate the Subject Property in accordance with all laws and regulations and the Construction Schedule shall be modified accordingly. All costs and expenses incurred by the County to undertake such remediation shall be reimbursed by the Village within thirty (30) days from receipt of an invoice from the County. In no event shall any portion of the TIF Funds allocated to the County for the construction and relocation of its TIF Improvements hereunder be used to reimburse the County for any cost and expense relating to the remediation of the Subject Property.

If the Project is not commenced or completed on a commercially reasonable basis as required herein, following notice and at the sole option of the Corporate Authorities or the County,

as the case may be, the Village or County, as the case may be, may seek the remedies provided in Section 8. The Parties shall abide by the timeline as indicated in the Construction Schedule. The Parties acknowledge and agree that the Construction Schedule as of the Effective Date is preliminary and subject to change and that it may be modified as necessary by a Party with the prior written consent of the other Party, which shall not be unreasonably conditioned, delayed, or denied. The Construction Schedule shall initially contain two schedules: one based on the Village taking possession of the Subject Property upon expiration of the eighteen (18) month term of the Hunter lease and the other based on the Village taking possession of the Subject Property upon expiration of the twenty-four (24) month extension term of the Hunter lease.

3.7 **Transfer of Ownership.**

3.7(a) Transfer of Subject Property. The Village acknowledges and agrees that in order for the County to allocate the necessary capital to construct and relocate the Maintenance Facility District 1 from the County Property to the Subject Property, the County must have title to the Subject Property before it can begin such construction and relocation. Accordingly, the Village shall, upon demolition of any improvements and remediation of any Hazardous Materials in or on the Subject Property, as provided herein, convey the Subject Property to the County. Upon conveyance, the Subject Property shall be free and clear of all liens, leases, title defects, Hazardous Materials or other toxic substances or other encumbrances or issues. The Village shall provide an updated title commitment, ALTA survey and any No Further Remediation Letter(s) obtained by the Village to the County within ten (10) days after completion of such demolition and any remediation. The County shall have ten (10) days from receipt of such materials to review and provide the Village with written objections to any title, survey or environmental issue. The Village shall cure any such objections within thirty (30) days from notice from the County. If the Village is unable to cure such objection with said thirty (30) day period, the County may either terminate this Agreement, accept title subject to such issue and proceed to conveyance or provide the Village with such reasonable additional time as determined by the County to cure such objection. In the event the Village is still unable to cure such objection, the County may either terminate this Agreement or accept title subject to such issue and proceed to conveyance. Any real estate taxes due and owing on the Subject Property shall be prorated through the date of conveyance at 105% of the Subject Property's most recent tax bill. The County may elect to obtain a title policy for the Subject Property concurrent with the transfer thereof from the Village at the County's expense.

3.7(b) Transfer of County Property. The Village agrees to assist the County in the construction and relocation of Maintenance Facility District 1 from the County Property to the Subject Property. Upon completion of construction and relocation, the County shall convey title of the County Property to the Village subject to the terms contained herein.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR the County's REPRESENTATIONS AND WARRANTIES IN SECTIONS 6.1 below AND THE WARRANTIES OF TITLE IN THE DEED DELIVERED AT THE CLOSING ("County's WARRANTIES"), The transfer of the County Property IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

STATUTORY) BY County. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS transfer, the Village AGREES TO ACCEPT THE County PROPERTY ON AN “AS IS” AND “WHERE IS” BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH County HEREBY DISCLAIMS, EXCEPT FOR County’S WARRANTIES contained in the County’s deed. WITHOUT LIMITATION ON THE GENERALITY OF THE FOREGOING, NO WARRANTY OR REPRESENTATION IS MADE BY County AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY, (C) DESIGN, (D) QUALITY, (E) CONDITION, (F) OPERATION OR INCOME, (G) COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, (H) ABSENCE OF DEFECTS, (I) absence of Hazardous Materials , (J) ABSENCE OF FAULTS, (K) FLOODING, OR (L) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, and environment. The Village ACKNOWLEDGES THAT it HAS ENTERED INTO THIS Agreement WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, environmental, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT the Village IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY the County OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON County’S BEHALF CONCERNING THE County PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS Agreement, the Parties AGREE THAT the Village IS TAKING THE County PROPERTY “AS IS” “Where is” WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY County THAT THE County PROPERTY IS FIT FOR A PARTICULAR PURPOSE. The Village ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE County PROPERTY CONDITION, BUT IS RELYING UPON THE EXAMINATION OF THE County PROPERTY. THE PROVISIONS OF THIS SECTION 3.7 SHALL SURVIVE conveyance AND SHALL NOT BE MERGED INTO THE County’s deed conveying the County Property. The Village may elect to obtain a title policy for the County Property concurrent with the transfer thereof from the County at the Village’s expense.

3.8 Compliance with Codes, Laws and Regulations. The County, in redeveloping the Subject Property, shall comply with all applicable Village, County, State and Federal codes, laws, regulations and requirements, including all requirements in the Village’s Zoning Ordinance.

3.9 Zoning. The Subject Property is located within an M-1 Manufacturing Zoning District, subject to the special considerations detailed in Section 154.54 of the Village Zoning Code. Notwithstanding anything contained herein to the contrary, the Village represents and warrants that the proposed use of the Subject Property as a governmental use maintenance facility is a permitted use under the Village Zoning Ordinance. The County agrees that it shall prepare plans for the new Maintenance Facility District 1 being constructed by the County on the Subject Property in conformance with this Agreement and the Village Zoning Ordinance (“Plans”). The Parties acknowledge that the Plans will not be attached to this Agreement as of the Effective Date and that the County intends to submit the Plans to the Village for review in accordance with the Construction Schedule as modified during the term of this Agreement. The Village agrees to use all good faith efforts to assist the County with any zoning relief required for the Project.

3.10 **Damage to Public Improvements and Off-Site Improvements.** To the extent that the County or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Subject Property as part of the construction of the Project, the County agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials as reasonably directed by the Village.

3.11 **Radio Tower Site and Access.** The Village acknowledges that the County Property does not include the property on which the County's radio tower is located ("Radio Tower Site") or the radio tower itself and that there is currently no means of access to the Radio Tower Site other than via a portion of the County Property. The Village agrees that the deed from the County conveying the County Property to the Village shall contain an easement for access ("Access Easement") to the Radio Tower Site as depicted and legally described on that certain Plat of Survey dated January 11, 2022, attached hereto and made a part of hereof as Exhibit F and a prohibition against annexing the Radio Tower Site into the Village or other municipality. The Village also acknowledges and agrees that the Radio Tower Site will require new fencing and other security measures in addition to improvements to the Access Easement area including, but not limited to, curb and driveway improvements as a result of the relocation of the County's Maintenance District 1 Facility and that all such costs and expenses relating to ensuring the security of and allowing access to the Radio Tower Site shall be considered a Project Cost eligible for reimbursement hereunder. The Parties further agree that in the event the Village reasonably determines that the location of the Access Easement interferes with and prohibits the Village's plans for the development of the County Property, the Village may propose an alternate location for the Access Easement, subject to the approval of the County, which approval shall not be unreasonably withheld, provided any cost involved in relocating the Access Easement, including, but not limited to, paving and fencing costs, shall be borne by the Village. In any development of the County Property, including any relocation of the Access Easement, the Village shall ensure that there are no grading or other changes to the County Property which result in water or snow run-off onto the Radio Tower Site.

ARTICLE IV. OBLIGATIONS AND DISBURSEMENTS; LIMITATION ON AMOUNT TO BE REIMBURSED TO THE COUNTY

4.1 **Flow of Funds.** The Parties agree that tax increment allocation financing, established and implemented in accordance with the terms and provisions of the Act, is and shall be the sole source of funds to reimburse the County for a portion of its incurred Project Costs, including the County's costs to construct and relocate the Maintenance Facility District 1 to the Subject Property, and the reimbursement of the County and the Village in connection with certain reimbursable Project Costs incurred or to be incurred by the Village and/or the County incidental to the Redevelopment Plan.

4.2 **Redevelopment Reimbursements.** The County shall be entitled to reimbursement for its eligible project costs (defined below) in an amount equal to two million one hundred thirty-five thousand dollars (\$2,135,000.00) or such additional amounts if available but

not to exceed ten million five hundred thousand dollars (\$10,500,000.00). As provided in Section 4.3, the County will submit sworn requests to the Village in a form attached as **EXHIBIT D**, attached hereto and made a part hereof, for TIF eligible relocation costs.

4.3 Procedures - Certificate of Eligibility. In order to be reimbursed for any TIF Improvements or Project Costs, the County shall submit to the Village a sworn written request(s) for a certificate of eligibility and shall be substantially in the form that is attached hereto as **EXHIBIT D** (the "Certificate of Eligibility"). The sworn written request shall set forth the identified item, description, quantity, unit price and amount of Project Costs for which certification is sought and identification of the Project Costs with respect thereto. The County shall furnish closing statements, bills, contracts, invoices, canceled checks evidencing payment, lien waivers, engineers and owner's certificates or other evidence as the Village may reasonably require to evidence satisfactory completion, compliance and appropriate payment hereunder, and the due performance of, this Agreement. The Village reserves the right to have its engineer or other agents or employees inspect (within the time frames herein above provided) the TIF Improvements in respect of which a request for certification is submitted, to examine the County's and others' records reasonably relating to all Project Costs to be reimbursed, and to obtain from such parties as the Village reasonably determines to be appropriate such other information as is reasonably necessary for the Village to evaluate compliance with the terms hereof. The County agrees, to the maximum extent permitted by law, to cause any person having possession of information regarding the TIF Improvements and any other Project Costs to furnish the Village with information which the Village reasonably considers appropriate to its determination as to whether or not the requested certification shall be approved. The Village shall either accept or reject, with comments, the respective Certificate of Eligibility within thirty (30) days after the submission by the County to the Village. In the event the Village disapproves of the required completed request due to an error in the request for certification, any TIF Improvements for which certification in respect thereto has not been approved or accepted by the Village, or for any other good and lawful reason, the Village shall notify the County in writing within the aforementioned thirty (30) day period that the request for certification is disapproved and shall specify the reasons therefor in reasonable detail. In the event the Village determines that in its reasonable opinion the request for certification is proper in part, the Village may proceed to approve that portion of the request which it deems to be appropriate and proper, issue a Certificate of Eligibility in the proper amount, and thereupon shall send notice of disapproval to the County as to the remainder. The Village agrees that it shall not unreasonably withhold approval of any Certificate of Eligibility submitted by the County. As to any disapproval, the County shall have the right to resubmit and request certification as an eligible Project Cost at any future time except when the reimbursement sought is clearly not eligible for reimbursement pursuant to the Act and this Agreement.

4.4 Village's TIF Costs. The Parties hereto acknowledge that the Village may incur certain costs eligible for reimbursement under the Act. Any and all actual expenses and actual eligible costs incurred or expected to be incurred by the Village in connection with the Redevelopment Plan may be reimbursed from or paid from tax increment allocation financing, provided such reimbursements shall not exceed an amount which would reduce the funds available to the County below two million one hundred and thirty-five thousand dollars

(\$2,135,000.00) and provided further that the Village acknowledges and agrees that it will be responsible for any costs and expenses required to comply with its obligations hereunder notwithstanding that those costs and expenses may exceed the TIF Funds available to the Village hereunder.

4.5 **Village Contribution; Absolute Limitation on Reimbursement Amount.** The Parties hereby agree, and the County hereby acknowledges, that the County shall be entitled to reimbursement of the total certified Project Costs as authorized by this Agreement and as approved by the Village in the applicable Certificate of Eligibility (the “Certified Project Costs”), which it incurs, in an aggregate amount not to exceed a principal balance of two million one hundred thirty five thousand dollars (\$2,135,000.00) or such additional amounts if available but not to exceed ten million five hundred thousand dollars (\$10,500,000.00) (the “Maximum Amount”), notwithstanding that County may in fact expend sums in excess of such amount which would otherwise qualify as Project Costs in furtherance of the Redevelopment Plan and the Redevelopment Project.

4.6 **Open Book Project.** The portions of the Project which are approved for reimbursement with a Certificate of Eligibility shall be considered “open book” meaning that County and the general contractor (or contractors, if more than one) shall provide continuing access to the Village’s agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the eligibility of such costs of the Project. The foregoing Village review rights with respect to these portions of the Project shall terminate two (2) years after the Commencement Date. The Parties agree that, if upon completion of the Project, County’s Project Costs are lower than the Maximum Amount, the Village reserves the right to reduce the Village Assistance to reflect the amount of Certified Project Costs as agreed upon under this Agreement.

ARTICLE V. AUTHORITY

5.1. **Powers.** The Parties acknowledge that they make this Agreement based upon their respective understanding that the Parties have full constitutional right, power and authority under currently applicable law to deliver and execute and perform the terms of this Agreement, and that all of the foregoing have been duly and validly authorized and approved by all necessary Village and County proceedings, findings and actions, and the Parties jointly and severally agree that this Agreement each constitute the legal, valid and binding obligation of the Village and the County are enforceable in accordance with their respective terms and provisions.

5.2. **Authorized Parties.** Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the Village or the County is required, or the Village or the County is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village President or their designee and for the County, unless otherwise provided herein, by the County Board President or their designee; and any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or

other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

6.1. **County Representations, Warranties and Covenants.** The County makes the following representations, warranties and covenants with regard to this Agreement:

(a) The County represents and warrants to the Village that the County has the requisite power and authority to enter and fully carry out this Agreement, including the execution of all instruments and documents delivered or to be delivered hereunder.

(b) The County covenants that the Project at the Subject Property during the term of this Agreement shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable Federal, State and County laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the Project.

(c) Other Laws; Changes in Laws. The County understands and agrees that the most recent of such federal, county, State, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, the County understands and agrees that new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date of this Agreement has been executed and may apply to this Agreement.

(d) Any claims or lawsuit or complaint of violation of laws that is received by the County or the Village relative to this Agreement shall be promptly forwarded to the Village or County, as the case may be, in accordance with the notice provisions of this Agreement.

(e) The County further acknowledges that because the Village is a municipal entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Corporate Authorities. If such approval is not so received, this Agreement shall have never been in effect.

(f) The County recognizes and agrees that the Village shall review and process all requested approvals and permits relating to the Project in compliance with applicable Village ordinances and laws of the State of Illinois, including but not limited to approval of the Plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed to give rise to any claim against or liability to the Village pursuant to this Agreement except for mandamus or specific performance. The Village agrees, however, that such non-zoning approvals and permits shall not be unreasonably withheld, conditioned or delayed. Village further agrees and acknowledges that all building permit fees applicable to the Project shall be

waived. County agrees that it shall pay all other costs associated with the Project as provided by applicable ordinance, including, but not limited to: any third-party inspection fees, water service connection fees, certificates of occupancy and/or any other charges or fees from the Village applicable to the Project as would be applicable to any other construction project in the Village. This obligation shall only be required as to such charges or fees of the Village that are as provided by applicable ordinance and effective at the time of execution of this Agreement.

(g) The County has identified adequate funds in an amount not less than that required to complete relocation to the Subject Property, plus the cost of any anticipated and unanticipated contingencies, and shall use all commercially reasonable efforts to secure adequate working capital necessary to complete the Project in a commercially reasonable manner in accordance with the terms of this Agreement.

6.2. **Village Representations, Warranties and Covenants.** The Village makes the following representations, warranties and covenants with regard to this Agreement:

(a) The Village represents and warrants to the County that the Village has the requisite power and authority to enter into and fully carry out this Agreement, including the execution of all instruments and documents delivered or to be delivered hereunder.

(b) The Village represents that the information included in any reports and documents delivered or to be delivered to the County have been and shall be true, correct and complete in all material respects, and the same shall not omit any material information required to make the submission thereof fair and complete. The Village covenants and agrees that, until such time as the Certified Project Costs have been paid in full to the County and/or holders of the County Notes as provided herein, the Village: (i) to the extent permitted by law, shall not rescind, revoke, or terminate the TIF Ordinances; (ii) except as provided in this Agreement, shall not commingle the Incremental Property Taxes with any other funds of the Village; (iii) shall not pledge or apply any portion of the Incremental Property Taxes to any other purpose or the payment of any obligation of the Village, or of the TIF District, other than as set forth in this Agreement; (iv) shall ensure the Incremental Property Taxes are deposited and maintained in the Fund as required by this Agreement; (v) shall not seek to apply or charge impact fees in relation to the Project; and (vi) there are at least ten million five hundred thousand dollars (\$10,500,000.00) currently in TIF District to meet the obligations of the Village and County hereunder.

(c) Any claims or lawsuit or complaint of violation of laws that is received by the Village relative to this Agreement shall be promptly forwarded to the County in accordance with the notice provisions of this Agreement.

(d) The Village further acknowledges that because the County is a local government entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Corporate Authorities. If such approval is not so received, this Agreement shall have never been in effect.

(e) The Village and shall indemnify and hold the County harmless for any liability or claim related to the Subject Property arising from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, existing and future, contingent or otherwise (including any action or proceeding, brought or threatened, or ordered by any appropriate governmental entity) made, incurred, or suffered by the County or any entity affiliated with County or their respective successors and assigns, officers and employees relating to the presence, misuse, use, disposal, release or threatened release of any hazardous or toxic materials, chemicals or wastes at the Subject Property and any liability or claim related to the Subject Property. The Village shall not cause or permit any Hazardous Material, as defined herein, to be brought, kept, or used in the Subject Property. Hazardous Material means any hazardous or toxic substance, material or waste, the use, generation, manufacture, installation, release, discharge, storage, or transportation of which is or becomes regulated by any local government authority, the State of Illinois, or the federal government under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, or any other any similar state, local, or federal environmental law, rule or regulation.

ARTICLE VII. INSURANCE

7.1. **Builder's Risk Prior to Completion.** Prior to completion of the construction of the Redevelopment Project as evidenced by the issuance of the final certificate of occupancy for the County-owned structures, the County shall keep in force at all times completed builder's risk insurance against risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies, and materials furnished for the Redevelopment Project (including onsite stored materials). Such insurance policies shall be issued by companies and in amounts satisfactory to the Village. All such policies shall contain a provision that they will not be canceled or modified without 30 days' prior written notice to the Village.

7.2. **Insurance During Term of Agreement.** Prior to commencement of the Redevelopment Project, the County (or the County's contractor) shall procure and deliver to the Village, at the County's (or such contractors) cost and expense, and shall maintain in full force and effect until each and every obligation of the County contained in this Agreement has been fully paid or performed, a policy or policies of general comprehensive liability insurance and, during any period of construction, contractor's liability insurance and workers' compensation insurance, with liability coverage under the comprehensive insurance to be not less than \$1,000,000 for each occurrence and \$2,000,000 total and including automobile insurance coverage, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the Village to protect the Village and the County against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Redevelopment Project or the improvements or the construction and improvement thereof. Each such policy shall name the Village and its officers, employees, agents, attorneys, and representatives as additional insureds and shall contain an affirmative statement by the issuer that it will give written notice to the County and the Village at least 30 days prior to any

cancellation or amendment of its policy. Any other insurance or self-insurance maintained by the Village shall be in excess to and not contribute to the protection the Village receives as an additional insured on the insurance required by this Agreement.

7.3. **Compliance with Village Codes, Rules, Ordinances, and Regulations.** Specific requirements imposed on the County with regard to indemnification and insurance coverage shall not be considered exclusive of any other Village code, rule, ordinance, or regulation of general applicability. The inclusion of such specific requirements in this Agreement shall not be construed as a waiver of the Village's independent right and authority to apply and enforce its various codes, rules, regulations, and ordinances of general applicability for insurance, surety, and bonding against the County and its successors in title. The Village acknowledges and agrees that the County may provide self-insured coverage in satisfaction of the requirements herein.

ARTICLE VIII. GENERAL PROVISIONS

8.1. **Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

8.2. **Breach.**

- (a) **Village Remedies.** In the event the County fails or refuses to:
- (i) commercially reasonable start construction of the Project on the Properties within the relevant time frames provided for herein, or
 - (ii) commercially reasonable complete the Project, within the relevant time frames provided herein, subject to Force Majeure and weather conditions and the mutual agreement of the Parties,

the Village may, after thirty (30) days written notice to the County, declare the County in default of this Agreement for which there was a default related to items (i) through (iii) above, and seek solely the following remedies and solely with respect the default:

- A) Terminate this Agreement, and seek Liquidated Damages, solely as it relates to the default;
- (B) Compensatory damages;
- (C) Specific performance;
- (D) Self-help; and
- (E) Injunctive relief.

(b) **County Remedies.** If the Village fails to perform its obligations hereunder, the County may, after thirty (30) days' notice to the Village, declare the Village in default and seek solely the following remedies: (a) injunctive relief; (b) specific performance; (c) mandamus; and (d) compensatory damages solely in the event the Village fails to deposit, pay, and transfer Certified Project Costs in accordance with Article 4 of this Agreement.

(c) **Cumulative Remedies.** Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole discretion of either party and may be exercised as often as occasion therefore shall arise.

8.3 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village and County approving said written amendment, as provided and if required by law, and by the execution of said written amendment by the Parties or their successors in interest.

8.4 **Assignment.** Except as expressly provided in this Agreement, the County's rights and duties under this Agreement shall not be assignable or transferable at any time without the prior written approval of the Village, with such approval not to be unreasonably withheld, delayed, or denied. The Village shall provide such consent unless in the Village's reasonable judgment, a proposed assignee does not have qualifications and financial responsibility necessary and adequate to fulfill the obligations of the County under this Agreement. Any assignment of legal or equitable right without such consent shall make this Agreement null and void. Notwithstanding the foregoing, the County shall have the right to assign or transfer this Agreement, in whole or in part, without the Village's approval, in the following instances: (i) after the applicable Commencement Date, the sale or lease of all or a portion of the Project to end users of the Project with respect to such portion of the Project; or (ii) to a Secured Lender as collateral and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy any default, in accordance with the terms of this Agreement, by the County under this Agreement. No Secured Lender shall be personally obligated to perform the obligations of the County unless and until such Secured Lender (i) takes possession of the County Property or TIF Improvements, as the case may be, and (ii) seeks entitlement to the rights and benefits under this Agreement. "Secured Lender" means a bank, financial institution or other person or entity from which the County has borrowed funds to finance all or a portion of the Project and in whose favor the County has agreed to provide a security interest as collateral for such loan.

Notwithstanding anything contained herein to the contrary, after the applicable Commencement Date, the County shall have the right to sell, assign or pledge the rights to payment of the Certified Project Costs, or a portion thereof that corresponds to the applicable County Note(s), to any person, financial institution, or other entity, which person, financial institution or other entity shall have no duty, obligation, responsibility or other obligation under this Agreement. Prior to any such sale or assignment, the County shall provide Village written notice with the name,

mailing address and other contact information of its successor-in-interest to the payments of the Certified Project Costs.

8.5 **Severability**. If any provisions, covenants, agreement or portion of this Agreement, or its application to any persons, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

8.6 **Completion**. Upon completion of relocation from the County Property to the Subject Property and transfer of ownership of the County Property to the Village, the Village shall issue to the County a "Certificate of Completion" within sixty (60) days of said transfer. The Certificate of Completion shall serve as evidence on the issue of whether County has fulfilled its duties and obligations under this Agreement. The issuance of such Certificate shall not be unreasonably withheld by the Village.

8.7 **Illinois Law**. This Agreement shall be construed in accordance with the laws of the State of Illinois. The sole and exclusive venue for any and all disputes arising out of or relating to this Agreement shall be the Circuit Court of Cook County, Illinois.

8.8 **Notice**. Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (1) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (2) 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, or (3) by facsimile transmission on the day of transmission with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepared, return receipt requested, if addressed to the Parties as follows.

If to County:

County of Cook, Illinois
c/o Director of Real Estate Management
Bureau of Asset Management
Department of Real Estate Management
69 W. Washington St.
Suite 3100
Chicago, IL 60602

With copies to:

Brian Tracy
Assistant State's Attorney
Office of the Cook County State's Attorney
500 Daley Center
Chicago, IL 60602

Email: brian.tracy@cookcountysao.org

If to the Village:

Village of Schaumburg
Attention: Village Manager
101 Schaumburg Court
Schaumburg, Illinois 60193-1878

With copies to: Lance C. Malina, Village Attorney
Klein, Thorpe & Jenkins, LTD.
120 S. LaSalle Street, Suite 1710
Chicago, Illinois 60603

8.9 **Consent or Approval.** Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, qualified or delayed.

8.10 **Joint Venture Clause.** Nothing contained in this Agreement or subsequent agreements between the Village and the County is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. The Village shall in no way assume any liability of the County, if any, for the removal of Hazardous Substances, including petroleum products, from, on or under the County Property, if any. Each Party shall be responsible for any and all suits, demands, costs, or actions proximately resulting from its own individual acts or omissions.

8.11 **Attorneys' Fees.** In the event either Party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing Party.

8.12 **Completeness and Modifications.** This Agreement and Exhibits referenced herein constitute the entire agreement between the Parties with respect to the transaction contemplated herein, and shall supersede all prior discussions, understandings or agreements between the Parties. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by the Parties hereto.

8.13 **Recording.** The Village or County shall have the right to record this Agreement or any memorandum or short form of this Agreement against the Properties.

8.14 **Counterparts.** This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

8.15 **Severability.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.16 **Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.

8.17 **No Waiver.** No waiver of any provisions or condition of this Agreement by any Party shall be valid unless in writing signed by such Party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

8.18 **Term of Agreement.** The term of this Agreement (the "Term") shall commence on last date on which either Party executes the Agreement (the "Effective Date") and shall continue until the payment in full of the Certified Project Costs due to the County, or the issuance by the Village of a Certificate of Completion, whichever occurs first. The Village shall not take any action that will shorten the current remaining life of the TIF District and shall not terminate the TIF District prior to December 31, 2037. The Village shall hold sole discretion as to the termination or continuation of the TIF District through its maximum life, as allowed by statute.

8.19 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than five (5) 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. .

8.20 **Force Majeure.** Neither the Village nor the County 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 failure or unreasonable delay, after the County or Village, as the case may be, has utilized its best efforts to prevent such failure or unreasonable delay, in the receipt of any governmental permits, damage or destruction by fire or other casualty, strike, housing recession, litigation concerning the Project, 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, pandemics, 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 ("Force Majeure"). The time for a Party's performance of any obligation under this Agreement shall be extended on a day-for-day basis during the period of the event of Force Majeure. In the event a party asserts an event of Force Majeure in relation to any obligations

under this Agreement, the Parties will meet and negotiate in good faith the resolution of the circumstances surrounding such asserted event of Force Majeure.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF SCHAUMBURG,
an Illinois home rule municipal corporation

By: _____
Tom Dailly, Village President

ATTEST:

Jane Lentino, Village Clerk

COUNTY OF COOK,
an Illinois home rule municipal corporation

By: _____
Toni Preckwinkle, County Board President

By: _____

ATTEST:

Cedric Giles, Cook County Clerk

EXHIBITS

Exhibit A	Legal Description (2222 Hammond Drive)
Exhibit B	Legal Description (2325 Meacham Road)
Exhibit C	TIF Improvements and Project Costs
Exhibit D	Form of Request for Certificate of Eligibility
Exhibit E	Final Building and Engineering Plans and Construction Schedule
Exhibit F	Access Easement Plat of Survey

EXHIBIT A

LEGAL DESCRIPTION (2222 HAMMOND DRIVE) OF SUBJECT PROPERTY

THAT PART OF LOT 8 IN TOLLAY INDUSTRIAL PARK, BEING A SUBDIVISION PART OF THE EAST ½ OF SECTION 33 AND PART OF THE WEST ½ OF SECTION 34, ALL IN TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8, THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 8, BEING THE NORTHERLY LINE OF PALMER DR., NORTH 68 DEGREES 19 MINUTES 26 SECONDS WEST A DISTANCE OF 197.99 FEET TO A POINT ON CURVATURE THENCE NORTHWESTERLY ALONG A CURVE LINE BEING THE NORTHERLY LINE OF PALMER DR., CONVEXED TO THE SOUTHWEST 680.48 FEET IN RADIUS FOR AN ARC LENGTH OF 250.49 FEET THENCE NORTH ALONG A COURSE BEING PARALLEL WITH THE EASTERLY LINE OF SAID LOT 8, NORTH 21 DEGREES 40 MINUTES 34 SECONDS EAST, A DISTANCE OF 547.77 FEET, THENCE EASTWARD ALONG A COURSE BEING PARALLEL WITH THE EASTERLY LINE OF SAID LOT 8, SOUTH 69 DEGREES 38 MINUTES 10 SECONDS, EAST A DISTANCE OF 442.98 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 8, BEING THE WESTERLY LINE OF HAMMOND DRIVE, THENCE SOUTHWESTERLY ALONG THE 603.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 02-34-200-019

COMMON ADDRESS:

2222 Hammond Drive, Schaumburg, Illinois 60196.

EXHIBIT B

LEGAL DESCRIPTION (2325 MEACHAM ROAD) OF COUNTY PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTH WEST QUARTER (SW 1/4) OF THE SOUTH WEST QUARTER (SW 1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP FORTY-TWO (42) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF THE SOUTH WEST QUARTER (SW 1/4) OF SAID SECTION THIRTY-FIVE (35), THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH WEST QUARTER (SW 1/4) OF SAID SECTION THIRTY-FIVE (35) A DISTANCE OF 565.72 FEET TO THE CENTER OF ALGONQUIN ROAD, THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF ALGONQUIN ROAD TO A POINT ON THE SOUTH LINE OF SAID SOUTH WEST QUARTER (SW 1/4) SAID POINT BEING ONE HUNDRED NINETY-FIVE (195) FEET WEST OF THE SOUTH EAST CORNER OF THE SOUTH WEST QUARTER (SW 1/4) OF THE SOUTH WEST QUARTER (SW 1/4) OF SAID SECTION THIRTY-FIVE (35) AFORESAID, THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH WEST QUARTER (SW 1/4) TO THE PLACE OF BEGINNING.

PARCEL 2:

LOT 7 IN WALDEN INTERNATIONAL SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, RECORDED JANUARY 30, 1980, IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 25342431.

EXCEPTING FROM PARCELS 1 AND 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35, A DISTANCE OF 565.72 FEET TO THE CENTER OF ALGONQUIN ROAD AS DEDICATED BY PLAT RECORDED JUNE 14, 1933, AS DOCUMENT 11247327; THENCE SOUTH 66 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF ALGONQUIN ROAD FOR A DISTANCE OF 127.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF ALGONQUIN ROAD, BEING THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8594.42 FEET AND A CENTRAL ANGLE OF 3 DEGREES 44 MINUTES 31 SECONDS, FOR A DISTANCE OF 561.30 FEET TO A POINT; THENCE SOUTH 27 DEGREES 15 MINUTES 31 SECONDS WEST ALONG A LINE RADIAL TO THE PREVIOUSLY DESCRIBED CURVE, FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 66 DEGREES 17 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 198.97 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8534.42 FEET, A CENTRAL ANGLE OF 1 DEGREE 57 MINUTES 49 SECONDS, AND A CHORD BEARING NORTH 65 DEGREES 03 MINUTES 24 SECONDS WEST, FOR A DISTANCE OF 292.50 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 113 DEGREES 27 MINUTES 15 SECONDS, AND A CHORD BEARING SOUTH 57 DEGREES 14 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 118.81 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTH ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 11,529.16 FEET, A CENTRAL ANGLE OF 1 DEGREE 53 MINUTES 19 SECONDS, AND A CHORD BEARING SOUTH 1 DEGREE 27 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 380.03 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35; THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 35 FOR A DISTANCE OF 59.92 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO:

THE WEST 25.00 FEET OF LOT 7 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FURTHER EXCEPTING FROM PARCELS 1 AND 2:

THAT PART OF LOT 7, EXCEPT THE WEST 25.00 FEET THEREOF, IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12, IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JANUARY 30, 1980 AS DOCUMENT NUMBER 25342431 AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS COORDINATE SYSTEM, NAD 83 (2011) EAST ZONE, WITH A COMBINATION FACTOR OF 0.9999524413, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2011) EAST ZONE BEARING OF NORTH 89 DEGREES 39 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 59.92 FEET TO A WEST LINE OF THE GRANTOR ACCORDING TO QUIT CLAIM DEED RECORDED AUGUST 9, 2000 AS DOCUMENT NUMBER 00605388 AND THE POINT OF BEGINNING; THENCE NORTHERLY 379.89 FEET (380.03 FEET, RECORDED) ALONG A WEST LINE OF THE GRANTOR, ACCORDING TO SAID QUIT CLAIM DEED AND ALONG THE EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD RECORDED AUGUST 9, 2000 AS DOCUMENT NUMBER 00605388 ON A CURVE TO THE LEFT HAVING A RADIUS OF 11528.61 FEET, THE CHORD OF SAID CURVE BEARS NORTH 1 DEGREE 21 MINUTES 34 SECONDS EAST, 379.88 FEET TO A POINT OF REVERSE CURVATURE ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD; THENCE NORTHEASTERLY 118.69 FEET (118.81 FEET, RECORDED) ALONG THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 57 DEGREES 05 MINUTES 26 SECONDS EAST, 100.26 FEET TO A POINT OF COMPOUND CURVATURE ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 62 (ALGONQUIN ROAD) RECORDED AUGUST 9, 2000 AS DOCUMENT NUMBER 00605388; THENCE SOUTHEASTERLY 292.54 FEET (292.50 FEET, RECORDED) ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 62 (ALGONQUIN ROAD) ON A CURVE TO THE RIGHT HAVING A RADIUS OF 8534.01 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 65 DEGREES 15 MINUTES 09 SECONDS EAST, 292.53 FEET TO AN ANGLE POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE SOUTH 66 DEGREES 29 MINUTES 04 SECONDS EAST ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 62 (ALGONQUIN ROAD), A DISTANCE OF 198.96 FEET TO AN EASTERLY LINE OF THE GRANTOR, ACCORDING TO SAID QUIT CLAIM DEED; THENCE NORTH 27 DEGREES 03 MINUTES 46 SECONDS EAST ALONG AN EASTERLY LINE OF THE GRANTOR, ACCORDING TO SAID QUIT CLAIM, A DISTANCE OF 50.00 FEET TO THE CENTERLINE OF ILLINOIS ROUTE 62 (ALGONQUIN ROAD) RECORDED JUNE 14, 1933 AS DOCUMENT NUMBER 11247327; THENCE SOUTHEASTERLY 559.79 FEET ALONG THE SAID CENTER LINE OF ILLINOIS ROUTE 62 (ALGONQUIN ROAD) ON A CURVE TO THE RIGHT HAVING A RADIUS OF 8594.01 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 61 DEGREES 04 MINUTES 16 SECONDS EAST, 559.69 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 89 DEGREES 39 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 164.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE NORTH 19 DEGREES 26 MINUTES 26 SECONDS EAST ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 2.41 FEET; THENCE NORTH 12 DEGREES 19 MINUTES 29 SECONDS WEST, A DISTANCE OF 36.36 FEET; THENCE NORTH 61 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 112.95 FEET; THENCE SOUTH 27 DEGREES 39 MINUTES 52 SECONDS WEST, A DISTANCE OF 8.68 FEET; THENCE NORTHWESTERLY 386.40 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4956.44 FEET, THE CHORD OF SAID CURVE BEARS NORTH 64 DEGREES 34 MINUTES 33 SECONDS WEST, 386.30 FEET; THENCE NORTH 67 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 123.55 FEET; THENCE NORTH 62 DEGREES 41 MINUTES 51 SECONDS WEST, A DISTANCE OF 258.11 FEET; THENCE SOUTHWESTERLY 83.66 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 41.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 58 DEGREES 50 MINUTES 54 SECONDS WEST 69.88 FEET; THENCE SOUTHERLY 333.99 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 11546.53 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 1 DEGREE 13 MINUTES 21 SECONDS WEST, 333.98 FEET TO THE NORTH RIGHT OF WAY LINE OF CENTRAL ROAD RECORDED SEPTEMBER 26, 1928 AS DOCUMENT NUMBER 10157493; THENCE SOUTH 2 DEGREES 29 MINUTES 44 SECONDS WEST, A DISTANCE OF 100.12 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 39 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 12.55 FEET TO THE SOUTHWEST CORNER OF THE GRANTOR, ACCORDING TO SAID QUIT CLAIM DEED; THENCE NORTHERLY 50.06 FEET ALONG THE WESTERLY LINE OF THE GRANTOR, ACCORDING TO SAID QUIT CLAIM DEED, ON A CURVE TO THE LEFT HAVING A RADIUS OF 11533.65 FEET, THE CHORD OF SAID CURVE BEARS NORTH 2 DEGREES 25 MINUTES 36 SECONDS EAST, 50.06 FEET TO THE NORTH LINE OF SAID LOT 7, BEING ALSO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 89 DEGREES 39 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 7, BEING ALSO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 5.12 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING:

A PROPOSED RADIO TOWER TRACT BEING THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83 (2011), WITH A COMBINATION FACTOR OF 0.9999524413, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, THENCE NORTH 89 DEGREES 39 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 77.66 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD RECORDED NOVEMBER 4, 2019 AS DOCUMENT NUMBER 1930846364; THENCE NORTH 02 DEGREES 29 MINUTES 44 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 50.06 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CENTRAL ROAD RECORDED SEPTEMBER 26, 1928 AS DOCUMENT NUMBER 10157493 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD, 85.06 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11546.53 FEET, THE CHORD OF SAID CURVE BEARS NORTH 01 DEGREES 50 MINUTES 24 SECONDS EAST, 85.06 FEET TO THE NORTH LINE OF THE SOUTH 135.00 FEET OF SAID SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89 DEGREES 39 MINUTES 48 SECONDS EAST ALONG SAID NORTH LINE 97.28 FEET TO THE EAST LINE OF THE WEST 180.00 FEET OF SAID SOUTHWEST QUARTER OF SECTION 35; THENCE SOUTH 00 DEGREES 03 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE 85.00 FEET TO SAID NORTH NORTHERLY RIGHT OF WAY LINE OF CENTRAL ROAD; THENCE SOUTH 89 DEGREES 39 MINUTES 48 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 100.11 FEET TO THE POINT OF BEGINNING.

Legal Description inserted from that certain Preliminary CWA Survey Dated 2/3/22

PERMANENT INDEX NUMBERS: 02-35-305-003; 07-01-101-006;

COMMON ADDRESS:

2325 Meacham Road, Schaumburg, Illinois 60196.

Exhibit C

TIF IMPROVEMENTS AND PROJECT COSTS

The Aggregate of the Redevelopment TIF Eligible expenses shall not exceed \$10,500,000.00:

Estimated TIF Eligible Expenses	Amount
Land Acquisition	\$6,015,000
Demolition and Site Work	\$2,350,000
Construction and Relocation of New Maintenance Facility	\$2,135,000
Estimated TIF Eligible Expenses Total	\$10,500,000

Any of the estimated redevelopment project costs for any specific line item set forth in this Exhibit may be reallocated to any other line item, provided that the total cumulative TIF Eligible redevelopment project costs that are reimbursable pursuant to this Agreement do not exceed \$10,500,000.00.

EXHIBIT D

FORM OF REQUEST FOR CERTIFICATE OF ELIGIBILITY

Developer: Cook County

The Developer ("Cook County"), a party to the Redevelopment Agreement with the Village of Schaumburg dated _____, 20__ relating to the property at 2222 Hammond Drive, Schaumburg, Illinois 60196, hereby certifies that the packet submitted to the Village on _____, 20__, attached hereto as Exhibit A, details all of the Construction and Relocation Costs described in the Redevelopment Agreement for which reimbursement is sought. The documents attached hereto as Exhibit A are a true and complete record of payment of expenses made by the Developer relative to the construction and relocation of Maintenance Facility District 1 to 2222 Hammond Drive.

In witness whereof I have fixed my signature this ____ day of _____, 202_.

County of Cook

Title: _____

Signed before me this _____

Day of _____, 202_

Notary Seal

APPROVED:

VILLAGE OF SCHAUMBURG, ILLINOIS, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT E

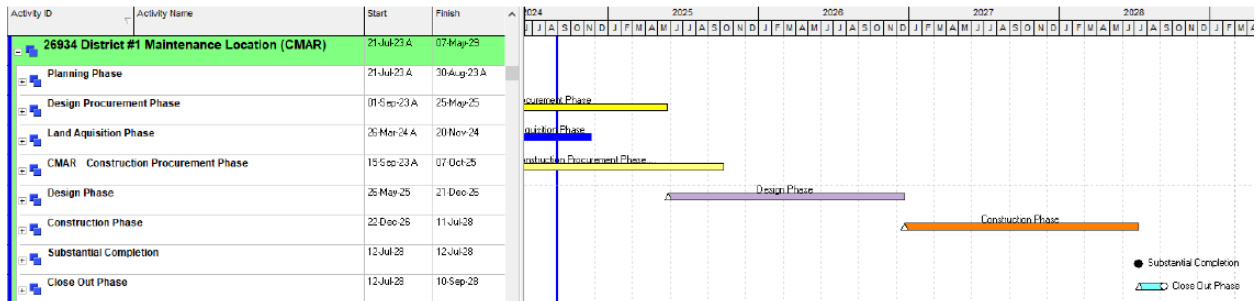
Final Building and Engineering Plans and Demolition Schedule



Cook County DOTD District 1 New Maintenance Facility (26934)
2222 Hammond Dr. Schaumburg, IL 60173
Draft Preliminary Schedule as of 9/06/2024

This is a draft of the Preliminary Design and Construction Schedule. It's accuracy is contingent on meeting the following proposed milestones:

- 1) Redevelopment Agreement (RDA) is finalized **Fall 2024** (see "Land Acquisition Phase" below)
- 2) Executed Contract issued to AE (Design Begins) **mid 2025**
- 3) Construction Phase targeted to begin **early 2027**
- 4) Substantial Completion targeted for **mid 2028**



P6 schedule image current as of September 06, 2024.