

J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

SEP. 24, 2004

11:08 AM

OTHER

06-08-200-002

033 PAGES

R2004-250023

ORDINANCE 5490

**AUTHORIZING A TAX INCREMENT FINANCING (T.I.F.)
REDEVELOPMENT AGREEMENT FOR THE 400-540 E.
ST. CHARLES RD. DEVELOPMENT, COMPRISING PART
OF THE EAST ST. CHARLES ROAD
T.I.F. DISTRICT II - EAST**

**PIN: ~~06-08-200-001~~ now known as 06-08-200-003;
06-08-200-002 and 06-05-426-001 through 005**

**Common Address: 400-540 E. St. Charles Road
Lombard, Illinois**

Return To:

**Village of Lombard
Department of Community Development
255 E. Wilson Avenue
Lombard, IL 60148**

ORDINANCE NO. 5490

**AN ORDINANCE AUTHORIZING A TAX INCREMENT FINANCING
(T.I.F.) REDEVELOPMENT AGREEMENT
FOR THE 400-540 EAST ST. CHARLES ROAD DEVELOPMENT,
COMPRISING A PART OF
THE EAST ST. CHARLES ROAD T.I.F. DISTRICT II – EAST,
IN THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS**

(PC 04-10; 400-540 E. St. Charles Road)

(See also Ordinance No.(s) 5486, 5487, 5488 & 5489)

WHEREAS, the Village of Lombard is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (hereinafter referred to as the TIF Act), as from time to time amended; and

WHEREAS, pursuant to and in accordance with the requirements of the Act, on February 5, 2004, the corporate authorities of the Village adopted Ordinance No. 5436, entitled "An Ordinance Approving the Tax Increment Redevelopment Plan and Project" for the Lombard St. Charles Road T.I.F. II – East District, which sets forth a plan (hereinafter referred to as the "TIF Plan"), being located within the corporate boundaries of the Village, which property is currently zoned commercial (hereinafter referred to as the "Redevelopment Project Area"); and

WHEREAS, pursuant to and in accordance with the Act, on February 5, 2004 the corporate authorities of the Village adopted Ordinance No. 5437, "An Ordinance Designating the Tax Increment Redevelopment Project Area," for the Village's Lombard St. Charles Road T.I.F. II - East District, was designated as the Redevelopment Project Area; and

WHEREAS, pursuant to and in accordance with the Act, on February 5, 2004, the corporate authorities of the Village adopted Ordinance No. 5438, entitled "An Ordinance Adopting Tax Increment Financing," for the Village's Lombard St. Charles Road T.I.F. II - East District, by which tax increment financing was adopted pursuant to the Act for the TIF Plan for the Redevelopment Project Area; and

WHEREAS, the petitioner/developer desires to acquire ownership of the properties at 400-540 East St. Charles Road as legally described in Section 2 (hereinafter collectively referred to as the "Subject Properties"), and intends to develop a multiple-family residential condominium development consisting of a total of eighty (80) dwelling units in two (2) buildings on the Subject Properties; and

WHEREAS, the Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, stimulate investment and redevelopment activity on existing deleterious properties and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development; and

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Redevelopment Agreement, as attached hereto and marked Exhibit "A", and,

WHEREAS, pursuant to Resolution 94-04, "Intergovernmental Agreement Between the Village of Lombard and all the Taxing Districts Affected by the Lombard St. Charles Road Corridor Tax Increment Financing District II (East)", adopted by the corporate authorities on February 19, 2004, a meeting of the Joint Review Board (JRB) was convened on April 6, 2004 to review the developer's funding request; and

WHEREAS, the JRB offers its recommendation of approval to the corporate authorities of TIF increment funding of up to \$400,000 to be applied toward the project; and

WHEREAS, the corporate authorities deem it to be in the best interest of the Village of Lombard to adopt an Ordinance authorizing the signature on a TIF redevelopment agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: Based upon the recitals and pursuant to the TIF Act, the Redevelopment Agreement attached hereto as Exhibit A is hereby approved, and the Village President and Deputy Village Clerk be and they are fully authorized and directed to sign on behalf of the Village of Lombard said document as attached hereto.

Ordinance No. 5490

Re: 400-540 E. St. Chalres Road – TIF Agreement

Page 3

SECTION 2: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2004.

First reading waived by action of the Board of Trustees this 6th day of May, 2004.

Passed on second reading this 6th day of May, 2004.

Ayes: Trustees Tross, Koenig, Sebby, Florey, Soderstrom

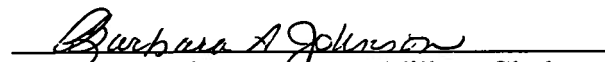
Nayes: None

Absent: Trustee DeStephano

Approved this 6th day of May, 2004.


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

**T.I.F. REDEVELOPMENT AGREEMENT
FOR THE 400-540 EAST ST. CHARLES ROAD DEVELOPMENT,
COMPRISING A PART OF
THE EAST ST. CHARLES ROAD T.I.F. DISTRICT II – EAST,
IN THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS**

THIS AGREEMENT is between the Village of Lombard, DuPage County, Illinois, a municipal corporation (hereinafter referred to as the "Village") and Neri Development Corporation, doing business as Oakview Estates LLC, an Illinois limited liability company (hereinafter referred to as "Developer"), and is dated this 6th day of May, 2004.

WITNESSETH:

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

I. PRELIMINARY STATEMENTS

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

- A. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as "Act").
- B. Pursuant to and in accordance with the requirements of the Act, on February 5, 2004, the corporate authorities of the Village adopted Ordinance No. 5436, entitled "An Ordinance Approving the Tax Increment Redevelopment Plan and Project" for the Lombard St. Charles Road T.I.F. II – East District, which sets forth a plan (hereinafter referred to as the "TIF Plan") for the redevelopment and revitalization of the property legally described on EXHIBIT 1 attached hereto and made part hereof, being located within the corporate boundaries of the Village, which property is currently zoned commercial (hereinafter referred to as the "Redevelopment Project Area").
- C. Pursuant to and in accordance with the Act, on February 5, 2004 the corporate authorities of the Village adopted Ordinance No. 5437, "An Ordinance Designating the Tax Increment Redevelopment Project Area," for the Village's Lombard St. Charles Road T.I.F. II - East District, by which the property legally described on EXHIBIT 1 was designated as the Redevelopment Project Area.

- D. Pursuant to and in accordance with the Act, on February 5, 2004, the corporate authorities of the Village adopted Ordinance No. 5438, entitled "An Ordinance Adopting Tax Increment Financing," for the Village's Lombard St. Charles Road T.I.F. II - East District, by which tax increment financing was adopted pursuant to the Act for the TIF Plan for the Redevelopment Project Area.
- E. Developer desires to acquire ownership of the properties at 400-540 East St. Charles Road as legally described on Exhibit 2 attached hereto and made part hereof (hereinafter collectively referred to as the "Subject Properties"), and intends to develop a multiple-family residential condominium development consisting of a total of eighty (80) dwelling units in two (2) buildings on the Subject Properties, as more fully shown on the preliminary plans attached hereto as EXHIBIT 3, and made a part hereof (hereinafter referred to as the "Project").
- F. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, stimulate investment and redevelopment activity on existing deleterious properties and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development.

II. CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF DEVELOPER AND THE VILLAGE

- A. The Village shall have convened a meeting of the Joint Review Board (JRB) of the Lombard – St. Charles Road TIF District II – East for the purposes of discussing the Developers development proposal. The JRB shall review the request for TIF funding and shall make a recommendation to the Corporate Authorities as to whether the Corporate Authorities should provide TIF financial assistance for the Project. The recommendation of the JRB shall not be binding on the Corporate Authorities.
- B. In the event that, based on the nature of the final development plans that are submitted by the Developer for the Project, the rules, regulations and ordinances of the Village do not require final development plan approval for the Project from the President and Board of Trustees of the Village, said final development plans for the Project shall still be subject to the review of, and final approval by, the President and Board of Trustees of the Village.
- C. The Village and Developer shall each use reasonable efforts to timely satisfy the above conditions, but if such conditions are not so satisfied by the Village and Developer, then the Village or Developer may terminate this Agreement by giving written notice thereof to the other party. In the event of such termination, this

Agreement shall be deemed null and void and of no force or effect and the Village and Developer shall not have any obligations or liability with respect thereto.

III. UNDERTAKINGS ON THE PART OF THE VILLAGE

The Village shall undertake the following:

- A. The Village will assist Developer in securing and obtaining, in an expeditious manner, all governmental approvals, consents, permits, licenses and authorizations reasonably necessary or required for the Project, all within one hundred twenty (120) days after Developer's submittal of applicable plans therefor. Developer, however, shall remain primarily responsible for preparing the submittals necessary for securing all of its necessary approvals, consents, permits, licenses and authorizations.
- B. The Village shall issue, where appropriate, and will reasonably assist Developer to obtain, such building permits, driveway permits, curb cut permits, licenses and other permits as Developer may require to cause the construction of the Project, all within one hundred twenty (120) days after Developer's submittal of applicable plans therefor, provided the Project complies with the applicable ordinances of the Village and other governmental bodies having jurisdiction.
- C. The Village will assist Developer in obtaining all necessary driveway permits and curb cut approvals as may be required from any and all public agencies other than the Village for the Project, all within one hundred twenty (120) days after Developer's submittal of applicable plans therefor. Developer, however, shall be primarily responsible for preparing and submitting the plans necessary for obtaining said permits and curb cut approvals.
- D. To assist in expediting construction of the Project, the Village shall issue its sitework, foundation and construction permits separately as needed so long as Developer has submitted all information as required for each such permit to issue separately.
- E. In consideration of the covenants and agreements of Developer as set forth in Section V below, and as an incentive to the Developer to build the Project using high quality materials, the Developer shall be entitled to receive up to four-hundred thousand dollars (\$400,000) in reimbursement costs associated with the site development, consisting of site preparation and environmental clean-up, public overhead utility line removal and/or relocation, and stormwater detention costs. The reimbursement of funds shall be made as follows:

1. Upon issuance of the first certificate of occupancy for a residential unit to be occupied as a private residence, the Developer shall inform the Village, in writing, of its intent to receive TIF funding for the Project. The Developer shall thereafter receive reimbursement up to the first four hundred thousand dollars (\$400,000) in additional tax increment revenues above the base equalized assessed valuation (EAV) that are generated from the Project development, or additional incremental revenues generated by the Project through the year 2009, whichever comes first.

IV. UNDERTAKINGS ON THE PART OF DEVELOPER

Developer shall undertake the following:

- A. Developer shall submit all plans, specifications, and other information necessary for action upon and issuance of, by all applicable governmental agencies, the approvals, consents, permits, licenses and authorizations reasonably necessary or required for the Project, within twelve (12) months after the approval of this Agreement by the Village.
- B. Upon acquisition of the Subject Properties, Developer shall process through the Village a consolidation petition so that all parcels comprising the Subject Properties are combined as a single lot subdivision of record for zoning and real estate taxation purposes. However, the Developer shall have the right to subsequently divide the Subject Properties pursuant to the Illinois Property Condominium Act (765 ILCS 605/1 et. seq.).
- C. Prior to any reimbursement of any generated TIF increment, the Developer shall have certified to the Village that there exists no material default under this Agreement and that the developer has no known outstanding violations of any Village ordinance, rule or regulation or of any applicable law of the State of Illinois or any agency thereof pertaining to the Project which are not being contested in a lawful manner.
- D. Upon taking title to the Subject Property, the Developer shall enter into a Development Agreement with the Village to facilitate the proposed improvements to the Subject Property. Developer shall also meet all terms and conditions of the Development Agreement and complete all Public Improvements (as defined by Section 154.703 of the Village Code) before any request for tax increment is made to the Village.

V. COVENANTS OF DEVELOPER REGARDING TAX INCREMENT FINANCING

- A. Developer hereby covenants and agrees that, with regard to the assessed value as proposed by the Assessor of DuPage County, Illinois for the Project and the Subject Properties during the life of the Lombard St. Charles Road TIF II - East District, Developer shall not apply for, seek or authorize any special classification of the Subject Properties or any exemption from the imposition or paying of any or all real property taxes extended for collection without first obtaining the prior written approval of the Village. However, this provision shall not apply to any assessment reduction requested of a future owner who occupies a single unit as their principal place of residence, or to a change in the status of the Subject Properties to "vacant land" after demolition of the current structures thereon, but before the new condominium buildings are constructed..
- B. The Developer agrees to construct and market the proposed condominium units at the fair market rate for new condominium units within the Village of Lombard.
- C. The foregoing covenants and agreements contained in this Section V shall be construed and interpreted as an express agreement between Developer and the Village in that a major incentive inducing the Village to enter into this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Project. This Agreement may be used by the Village, in the Village's discretion, as an admission against Developer's interest in any proceeding respecting the subject matters covered by this Agreement.
- D. Developer hereby covenants and agrees that at least eighty percent (80%) of the residential housing units constructed as part of the Project shall be owner/occupied units.

VI. ADDITIONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS OF THE PARTIES

- A. This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution, concerning the Project. Each party acknowledges that no representations or warranties have been made which have not been set forth herein.
- B. Time is of the essence in the performance of this Agreement.
- C. For the purposes of any of the provisions of this Agreement, neither the Village, Developer nor any of their respective successors and assigns, as the case may be, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by acts of god, acts of public enemy, acts of Federal or State government, fires, floods, epidemics, quarantine or restriction, strike, shortage of materials, embargoes, and delays due to weather conditions or delays of construction contractors and subcontractors due to such

causes; nor shall the Village or Developer be considered in breach of or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceedings, or caused by litigation or proceedings challenging the authority or right of the Village to act under the TIF Plan, any of the ordinances referenced herein, or perform under this Agreement. The Village shall diligently contest any such proceedings and any appeals therefrom. The Village may settle a contested proceeding at any point, so long as the settlement results in the Village's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on Developer or increase Developer's obligations under this Agreement. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the parties shall be extended for the period of the delay.

- D. Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the final development plan, 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 as the cause of a default by Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld.
- E. The Village agrees to permit Developer to construct, install and maintain signs on the Subject Properties, which approval shall not be unreasonably withheld. All signage shall, however, be in compliance with the applicable provisions of the Village Code.
- F. The Project shall be completed substantially in accordance with the final approved development plans and in accordance with all applicable ordinances, rules and regulations of the Village in existence as of the date of such approval.
- G. All notices and requests if any, required pursuant to this Agreement shall be sent by certified mail return receipt requested, or by personal service, addressed as follows:

If to Developer: Oakview Estates LLC
145 S. Northwest Highway
Park Ridge, IL 60068
Attn: Guido Neri

with a copy to: Robert J. DiSilvestro
5231 North Harlem Avenue
Chicago, IL 60656

If to the Village: Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

with copies to: Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Thomas P. Bayer

- H. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- I. Developer shall not assign this Agreement to any person or entity without the prior written consent of the Village, which consent shall not be unreasonably withheld provided, however, at the time of such assignment, there is no default under this Agreement by Developer.
- J. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- K. No recourse under or upon any obligation, covenant, or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, in any amount or in excess of any specific sum agreed by the Village to be paid to Developer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village's officers, agents and/or employees in regard to this Agreement, with all and any such rights or claims of Developer against the Village's officers, agents and/or employees being hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.
- L. Developer hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully assessed against the Subject Properties or the Project.

- M. This Agreement shall be binding upon the parties hereto and their respective grantees, heirs, successors, administrators, permitted assigns or other successors in interest. All of the terms and provisions of this Agreement shall survive the closing of the transactions contemplated herein.
- N. The parties shall record a certified (by the Village Clerk) copy of this Agreement in the office of the Recorder of Deeds of DuPage County, Illinois, and upon recordation thereof, the covenants and conditions of the parties hereto shall be binding upon their successors in title and shall be deemed covenants which shall run with the land until the termination of this Agreement.

VII. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

- A. Developer hereby represents and warrants that it is an Illinois limited liability company in good standing with proper authority to execute this Agreement. With the Village's written consent, Developer shall have the right to assign its rights and obligations under this Agreement to the permittee of the Village permits for the Project.
- B. Developer hereby represents and warrants that the Project requires economic assistance from the Village, including, but not necessarily limited to, an underwriting of the environmental remediation, demolition, underground stormwater management and site preparation costs associated with the Project, in order for Developer to complete the construction in accordance with the approved final development plans and, but for the economic assistance to be given by the Village as herein stated, the Project, as contemplated, would not be economically viable nor eligible for the financing necessary for its completion.
- C. Developer hereby represents and warrants that the Project shall be constructed and fully completed in a good and workmanlike manner in accordance with the approved final redevelopment plans and all plans and specifications pertaining thereto including any amendments, as approved by the Village.
- E. Developer hereby represents and warrants that at all times it shall comply with all applicable local zoning ordinances and regulations, the building code, fire code and all other applicable Village ordinances, resolutions and regulations in existence as of the date of approval of the Project.
- F. Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois and the United States and all agencies thereof, having jurisdiction over it or the Project.
- G. Developer hereby represents and warrants that it shall comply with all terms, provisions and conditions and shall not default or knowingly permit a default

under any document or agreement relating to the Project or the financing of the Project to which it is a party, including but not limited to this Agreement, and all agreements and documentation in connection with any loan to it in relation to the Project.

- H. Developer hereby covenants and agrees that, except as provided above, it will not, directly or indirectly, sell, transfer, assign or otherwise dispose of the Project (including the beneficial interest or power of direction over any land trust holding legal title thereto) without the prior written consent of the Village, which consent will not be unreasonably withheld. However, the provisions of this subsection VII (G) shall not apply to the successors in title to subsequent owners who have purchased individual residential units from the Developer while the Developer is acting in the regular course of its business as a developer selling or transferring such units to the ultimate consumers thereof (namely the individuals who actually own and reside in the developed units).

VIII. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village hereby represents and warrants to Developer that, subject to its compliance with the Act, it has the power and authority to execute, deliver and perform the terms and obligations of this Agreement.

IX. DEFAULTS AND REMEDIES

In the event of any non-monetary default and/or breach of this Agreement or any terms or conditions by either party hereto or bound by this Agreement, such party shall upon written notice proceed promptly to cure or remedy such default or breach within said sixty (60) days after receipt of such notice; provided, however, that in the event such default is incapable of being cured within sixty (60) day period and the defaulting party commences to cure within said sixty (60) day period and proceeds to cure with due diligence, such party shall not be deemed to be in default under this Agreement. In case such action is not taken or not diligently pursued or the default or breach shall not be cured or remedied within the above time or in the event of a monetary default (time being of the essence with respect to the payment of any sums required hereunder), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations, but not specific performance of any obligations to construct any buildings or other improvements. The rights of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it of any one or more of such remedies in relation to the same default or breach by the other party. No waiver made by either party with respect to any specific default by the other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default

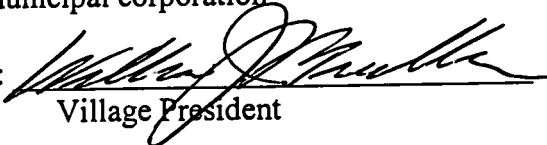
except to the extent specifically waived in writing. Notwithstanding anything contained herein to the contrary, all monetary damages resulting from a breach of this Agreement shall be limited to the non-defaulting party's actual out of pocket costs and expenses resulting from such breach along with all costs and expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing this Agreement. In the event of any litigation between the parties hereto resulting from a breach of this Agreement, the prevailing party in such litigation, as determined by final judgment, shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

X. AGREEMENT TERM

The term of this Agreement shall commence as of the date of its execution after approval by the Corporate Authorities of the Village and expire upon final payment of TIF increment revenues as provided for in Section III.E. of this Agreement.

VILLAGE OF LOMBARD,
a municipal corporation

By:


Village President

ATTEST:

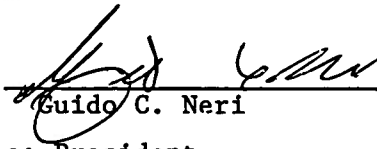

Deputy Village Clerk

OAKVIEW ESTATES LLC, an
Illinois limited liability company

By: Oakview Estates of Lombard, Inc., an
Illinois corporation

Title: Manager

By:


Guido C. Neri

Title: President

EXHIBIT 1

Legal Description of Lombard St. Charles Road T.I.F. 2 – East District

LOMBARD ST. CHARLES ROAD TIF DISTRICT II (EAST)

All that part of the Southeast 1/4 of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian, the Northeast 1/4 of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian, the West 1/2 of the Southwest 1/4 of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian and the West 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 11, East of the Third Principal Meridian, including all lots, blocks, tracts, parcels and rights-of-way, located within the following legally described boundaries:

Beginning at the intersection of the Northerly line of the Great Western Trail right-of-way and the centerline of Grace Street in the Southeast 1/4 of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian; thence Easterly along the Northerly line of the Great Western Trail right-of-way to its intersection with the Northerly line of the Union Pacific Railroad right-of-way; thence Southwesterly along the Northerly line of the Union Pacific Railroad right-of-way to the East right-of-way line of Grace Street; thence South along the East right-of-way line of Grace Street to its intersection with the Southerly line of the Union Pacific Railroad right-of-way; thence Northeasterly along the Southerly line of the Union Pacific Railroad right-of-way to a point on said Southerly line of the Union Pacific Railroad right-of-way which is 45 feet East (as measured along the Southerly line of the Union Pacific right-of-way) of the Northwest corner of Lot 3 in B.D. Kramer Resubdivision (Doc. No. R1973-052562) of part of the Southeast 1/4 of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian; thence Southeasterly along a line drawn parallel with and 45 feet East of the West line of Lot 3 in B.D. Kramer Resubdivision, aforesaid, to the intersection of said line with the Northerly right-of-way line of Wester Avenue; thence Northeasterly along the Northerly right-of-way line of Western Avenue to its intersection with the Northerly extension of the West line of Lot 15 in Block 5 in Sunnyside Addition to Lombard (Doc. No. 191820), a subdivision of part of the Southeast 1/4 of Section 5, Township 39 North, Range 11, East of the Third Principal Meridian; thence South along the Northerly extension of the West line of said Lot 15 in Block 5 in Sunnyside Addition to Lombard, aforesaid, and the West lines of Lots 15, 14, 13, 12, 11, 10, 9, 8 and 7 in Block 5 in Sunnyside Addition to Lombard, aforesaid, to the Southwest corner of Lot 7 in Block 5 in Sunnyside Addition to Lombard, aforesaid; thence Easterly along the South line of Lot 7 in Block 5 in Sunnyside Addition to Lombard, aforesaid, to the Southeast corner of said Lot 7 in Block 5 in Sunnyside Addition to Lombard, aforesaid; thence Easterly, along a straight line, to the Northwest corner of Lot 84 in Robertson's St. Charles Road Addition to Westmore (Doc. No. 157522), a subdivision of part of the Southwest 1/4 of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian; thence West along the North lines of Lots 84, 83, 82 and 81 in Robertson's St. Charles Road Addition to Westmore, aforesaid, to the Northeast corner of Lot 81 in Robertson's St. Charles Road Addition to Westmore, aforesaid; thence Easterly, along a straight line, to the Southwest corner of Lot 1 in Karban's Resubdivision (Doc. No. R1986-019922) of part of the Southwest 1/4 of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian; thence East along the South line of Lot 1 in Karban's Resubdivision, aforesaid, to Southeast corner of said Lot 1 in Karban's Resubdivision, aforesaid,

(said Southeast corner of Lot 1 also being the Northeast corner of Lot 3 in Karban's Resubdivision, aforesaid); thence South along the East line of Lot 3 in Karban's Resubdivision, aforesaid, to its intersection with the North line of Lot 1 in Rose's Plat of Consolidation (Doc. No. R1987-135515) of part of the Southwest 1/4 of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian; thence East along the North line of Lot 1 in Rose's Plat of Consolidation, aforesaid, to its intersection with the West right-of-way line of Ahrens Avenue; thence North along the West right-of-way line of Ahrens Avenue to its intersection with the Westerly extension of the South line of Lot 29 in Robertson's St. Charles Road Addition to Westmore, aforesaid; thence East along the Westerly extension of the South line of Lot 29, the South line of Lot 29, the South line of Lot 19 and the Easterly extension of the South line of Lot 19, all in Robertson's St. Charles Road Addition to Westmore, aforesaid, to the intersection of the Easterly extension of the South line of Lot 19 in Robertson's St. Charles Road Addition to Westmore, aforesaid, with the centerline of Westmore Avenue (Westmore/Meyers Road); thence South along the centerline of Westmore Avenue (Westmore/Meyers Road) to the intersection thereof with the Southerly line of the Great Western Trail right-of-way; thence Westerly along the Southerly line of the Great Western Trail right-of-way to the intersection of the Southerly line of the Great Western Trail right-of-way and the Northerly extension of the East right-of-way line of Edgewood Avenue; thence South along the Northerly extension of the East right-of-way line of Edgewood Avenue to its intersection with the South right-of-way line of St. Charles Place; thence West along the South right-of-way line of St. Charles Place and the South right-of-way line of St. Charles Road to the intersection of the South right-of-way line of St. Charles Road and the centerline of Grace Street; thence North along the centerline of Grace Street to its intersection with the North line of the Great Western Trail right-of-way, said point of intersection also being the point of beginning; all in DuPage County, Illinois;

P.L.N.'s: 06-05-427-001, -002 and -003; 06-05-426-001, -002, -003, -004, -006 and -007; 06-05-423-002, -006, -009, -010, -012 and -013; 06-05-421-002 and -007; 06-05-424-005, -006 and -007; 06-05-425-015, -016 and -021; 06-05-428-001; 06-04-309-025, -026 and -029; 06-04-310-045, -046 and -047; 06-04-311-037, -038, -039, -040, -041, -042, -043 and -044; 06-08-200-002 and -003; 06-09-100-001; Pt. 06-09-104-117; 06-09-101-009, -010, -012, -013, -015, -017 and -018; 06-08-218-001;

Commonly known as: 1 North Grace Street; 404, 430, 540, 555, 600, 601, 606, 609, 612, 626, 638, 640, 730, 736, 740 to 774, 806, 812, 819, 820, 825, 833, 901, 902, 906, 912, 916, 922, 925, 926, 932, 935 and 938 East St. Charles Road; 619 East Western Avenue; and 506, 524 and 550 East St. Charles Place; all in Lombard, Illinois.

EXHIBIT 2

Legal Description of the Subject Property

PARCEL 1: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF ST. CHARLES ROAD, WHICH IS 275 FEET EAST OF A POINT WHERE SAID ROAD TURNS EASTERLY NEAR THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8; THENCE NORTHERLY AT RIGHT ANGLES WITH ST. CHARLES ROAD TO THE SOUTH LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWEST RAILROAD COMPANY; THENCE EASTERLY ALONG THE SOUTH LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWEST RAILROAD COMPANY TO THE WEST LINE OF THE PROPERTY CONVEYED TO AUGUSTA BIRR, (SAID WEST LINE BEING DRAWN NORTH $8\frac{1}{2}$ DEGREES WEST AND SOUTH $8\frac{1}{2}$ DEGREES EAST THROUGH A POINT 7.64 CHAINS EAST OF QUARTER SECTION POST BETWEEN SECTIONS 5 AND 8 AFORESAID); THENCE SOUTHERLY ALONG THE WEST LINE OF THE AUGUSTA BIRR PROPERTY TO NORTH LINE OF ST. CHARLES ROAD; THENCE WESTERLY ALONG THE NORTH LINE OF ST. CHARLES ROAD, 200 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A STAKE IN SECTION LINE 764 LINKS EAST OF THE QUARTER SECTION POST BETWEEN SECTIONS 5 AND 8 AND RUNNING THENCE NORTH $8\frac{1}{2}$ DEGREES WEST 1.86 CHAINS TO THE SOUTH BOUNDARY OF THE CHICAGO AND NORTHWEST RAILROAD LAND; THENCE NORTH 68 DEGREES EAST 1.52 CHAINS TO A STAKE; THENCE SOUTH $8\frac{1}{2}$ DEGREES EAST 2.48 CHAINS TO A STAKE IN THE CENTER OF SECTION LINE; THENCE SOUTH $8\frac{1}{2}$ DEGREES EAST 1.07 CHAINS TO A STAKE IN THE CENTER OF ST. CHARLES AND CHICAGO STATE ROAD ON SECTION 8; THENCE SOUTH $82\frac{1}{4}$ DEGREES WEST 1.52 CHAINS ALONG CENTER OF SAID STATE ROAD TO A STAKE; THENCE NORTH $8\frac{1}{2}$ DEGREES WEST 1.26 CHAINS TO THE NORTH LINE OF SECTION 8 AND THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF ST. CHARLES ROAD WHICH IS 565.62 FEET EAST OF THE EAST LINE OF GRACE STREET; THENCE NORTH MAKING AN ANGLE OF 268 DEGREES 14 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 34.3 FEET FOR A PLACE OF BEGINNING; THENCE EXTENDED

NORTHERLY, ALONG THE SAME LINE A DISTANCE OF 153.1 FEET, TO A STAKE IN THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO GREAT WESTERN RAILROAD RIGHT OF WAY; THENCE SOUTH EASTERLY ALONG THE SOUTH LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 250.33 FEET TO A STAKE IN THE WEST LINE OF THE HIGHWAY; THENCE SOUTHWESTERLY, ALONG THE NORTHWEST PROPERTY LINE OF THE HIGHWAY, A DISTANCE OF 255.4 FEET, TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: ON THE NORTHERLY SIDE BY A LINE PARALLEL WITH AND DISTANT 50 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (FORMERLY THE CHICAGO AND GREAT WESTERN RAILWAY COMPANY), AS SAID MAIN TRACK IS NOW LOCATED; ON THE WESTERLY OR NORTHWESTERLY SIDE BY A LINE PARALLEL WITH AND DISTANT 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES OR RADIALLY, FROM THE CENTERLINE OF THE MOST SOUTHEASTERLY MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AND ORIGINALLY THE GALENA AND CHICAGO UNION RAILROAD COMPANY), AS NOW LOCATED, ON THE SOUTHERLY SIDE BY A LINE PARALLEL WITH AND DISTANCE 100 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MAIN TRACK OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY (LATER THE CHICAGO GREATWESTERN RAILWAY COMPANY, NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID MAIN TRACK CENTERLINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 5; AND ON THE EASTERLY OR SOUTHEASTERLY SIDE BY THE NORTHWESTERLY LINE OF ST. CHARLES ROAD, AS PRESENTLY LOCATED, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8 AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF ST. CHARLES ROAD, WHERE THE SAME INTERSECTS THE SOUTHERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY, NEAR THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN: THENCE IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF ST. CHARLES TO A POINT WHERE SAID ROAD TURNS EASTERLY; THENCE FOLLOWING THE NORTH LINE OF ST. CHARLES ROAD EASTERLY 275 FEET; THENCE NORTHERLY AT A RIGHT ANGLE WITH ST. CHARLES ROAD TO THE SOUTHERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY'S RIGHT OF WAY TO A PLACE OF

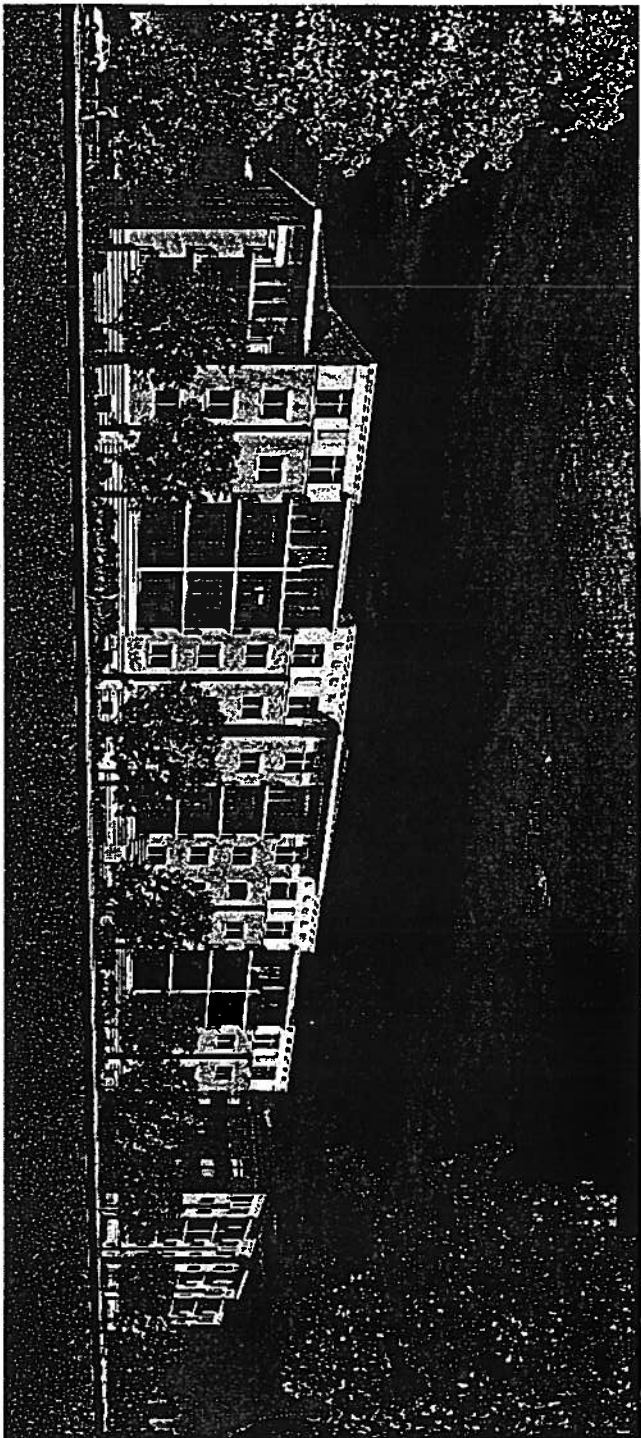
BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN FOR HIGHWAY PER
DOCUMENT R2002-072762, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-08-200-001*, 06-08-200-002, 06-05-426-001 through -005
*now known as 06-08-200-003

Common Address: 400 -540 East St. Charles Road, Lombard, Illinois.

EXHIBIT 3

Preliminary Site Plans



NEW CONDOMINIUM BUILDING

540 ST. CHARLES ROAD

ISSUED FOR SCHEMATIC DESIGN

MARCH 10, 2004 (REVISED)



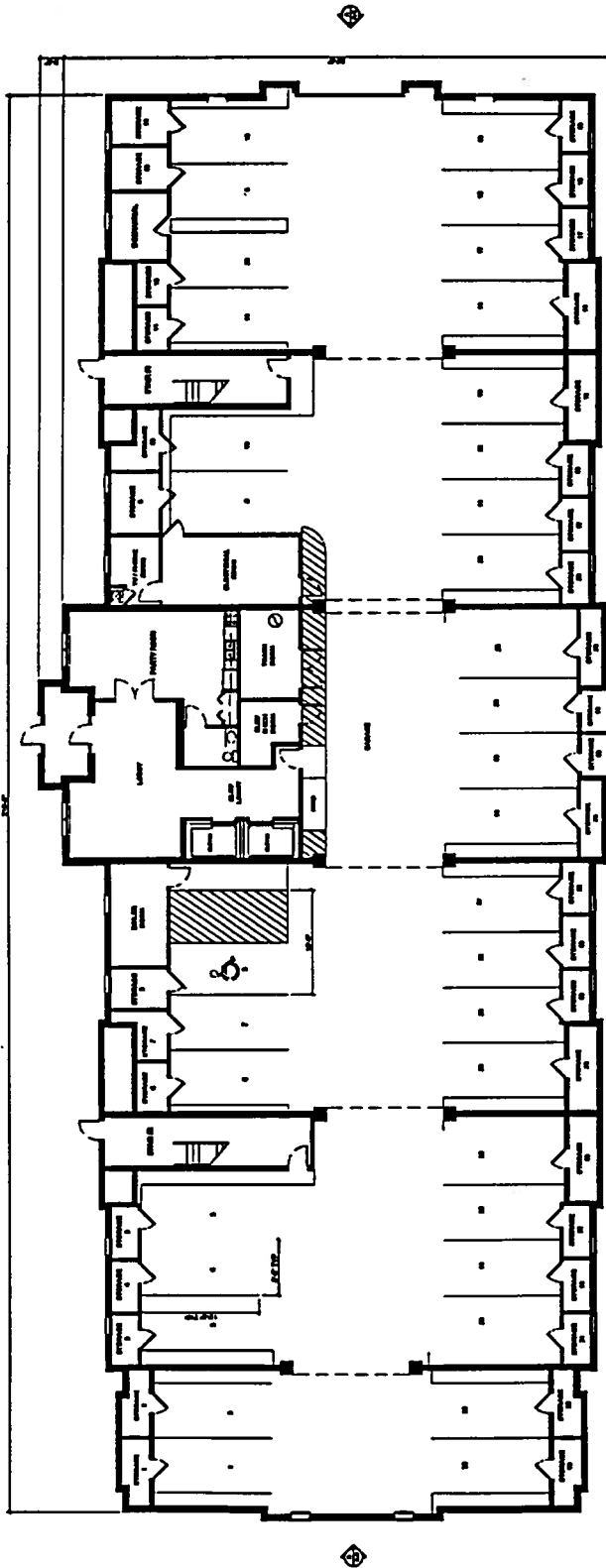
7760 N. DEWEN, CHICAGO, IL 60647
(312) 776-2200 (312) 776-1201

LEGEND

- DECIDUOUS TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- LARGE DECIDUOUS SHrub
- SMALL DECIDUOUS SHrub
- EVERGREEN SHrub
- GROUND COVER/PERENNIALS
- BRICK

LANDSCAPE PLAN
SCALE: 1" = 10'

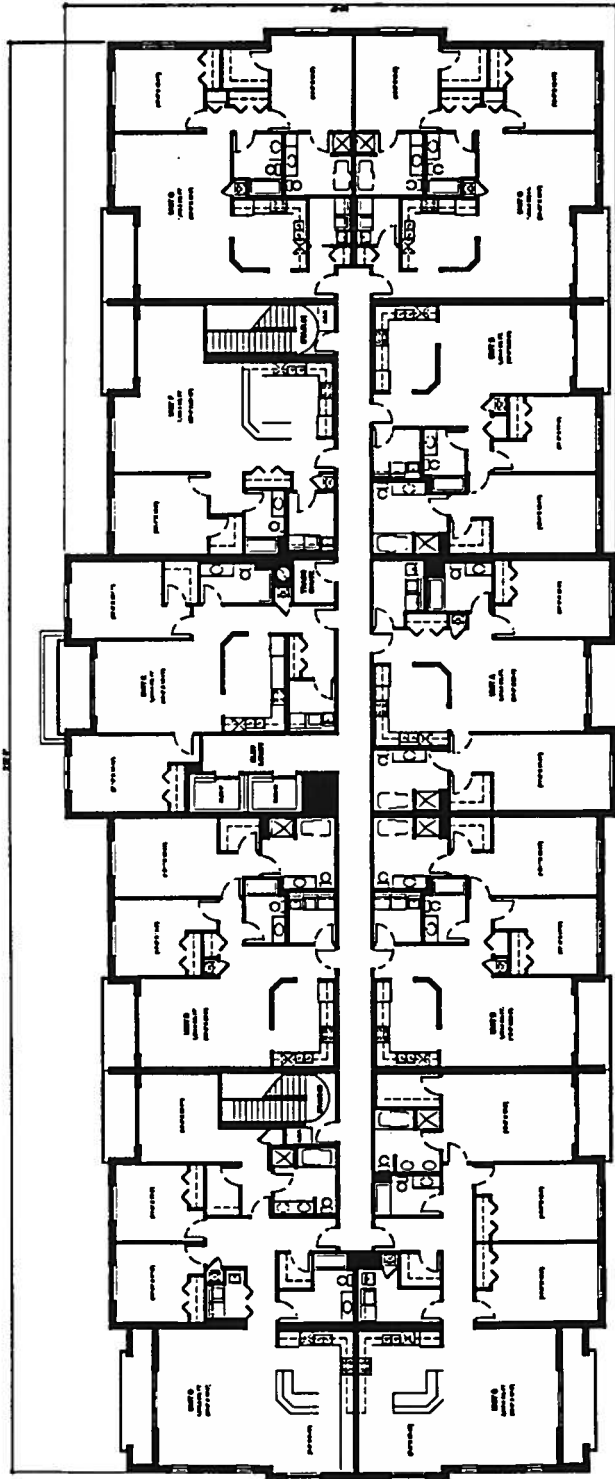
NEW CONDOMINIUM BUILDING @
540 ST. CHARLES ROAD
LOMBARD, ILLINOIS



GROUND FLOOR PLAN
SCALE 1/8" = 1'-0"

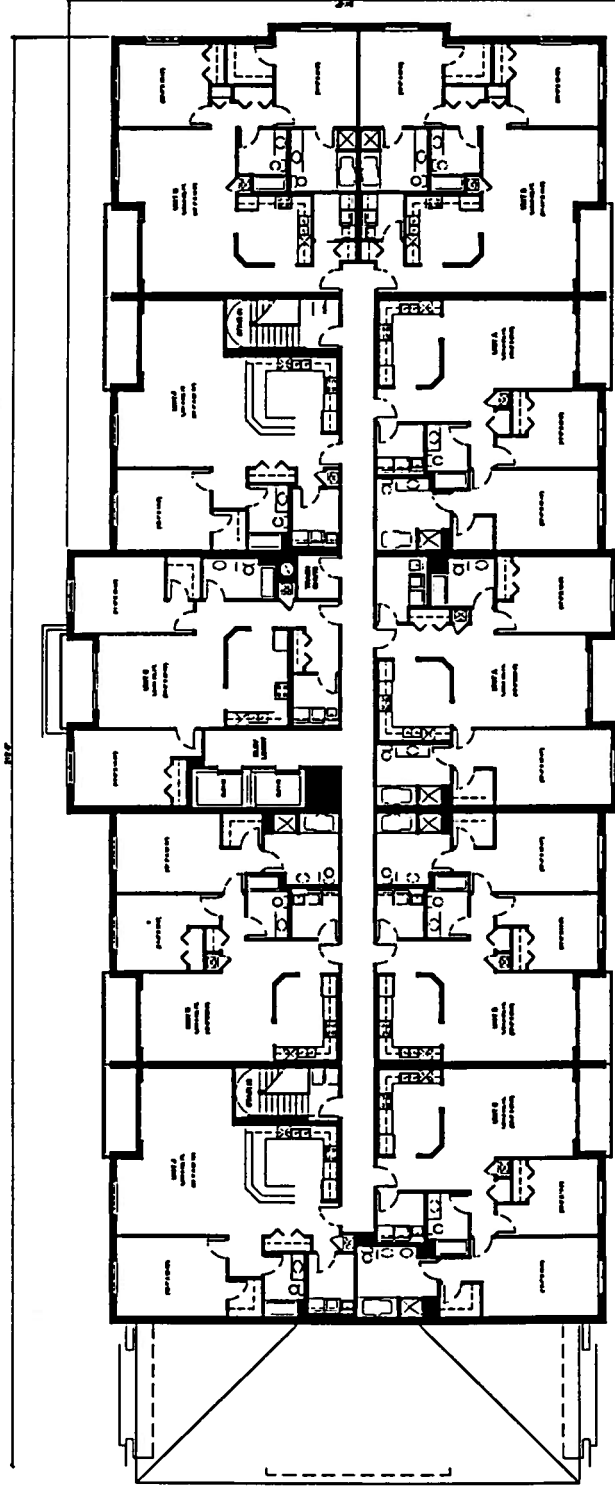
NEW CONDOMINIUM BUILDING @
540 ST. CHARLES ROAD
LOMBARD, ILLINOIS





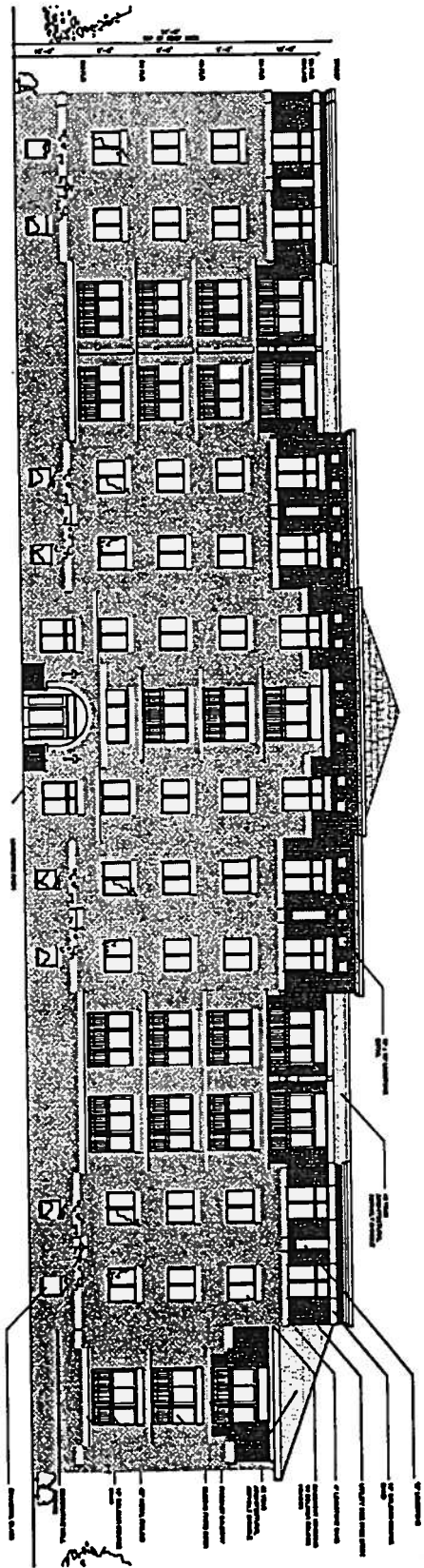
TYPICAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

NEW CONDOMINIUM BUILDING @
540 ST. CHARLES ROAD
LOMBARD, ILLINOIS

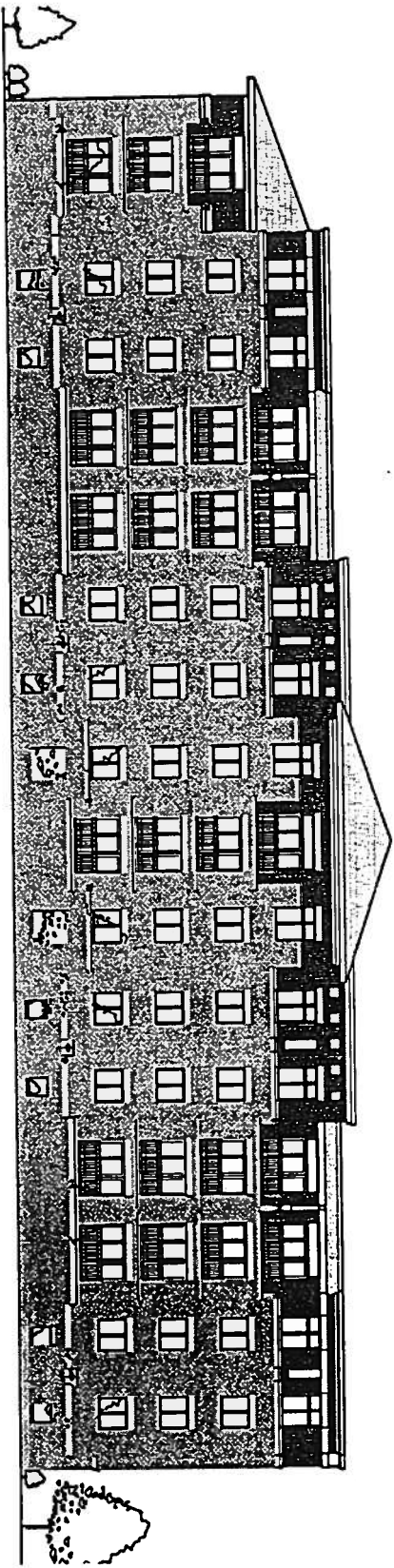


FIFTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

NEW CONDOMINIUM BUILDING @
540 ST. CHARLES ROAD
LOMBARD, ILLINOIS



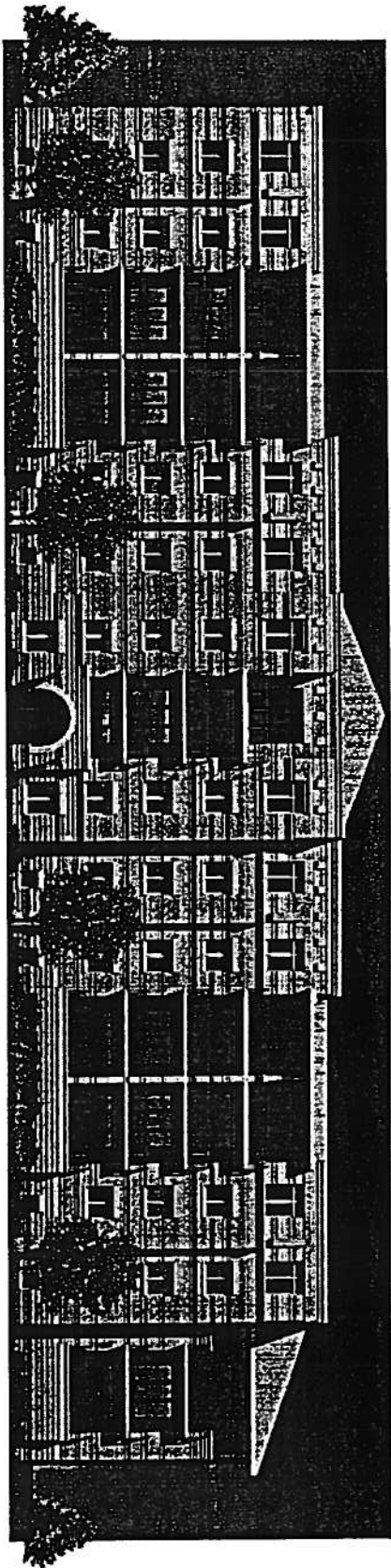
Ⓐ NORTH ELEVATION
SCALE: 1/8" = 1'-0"



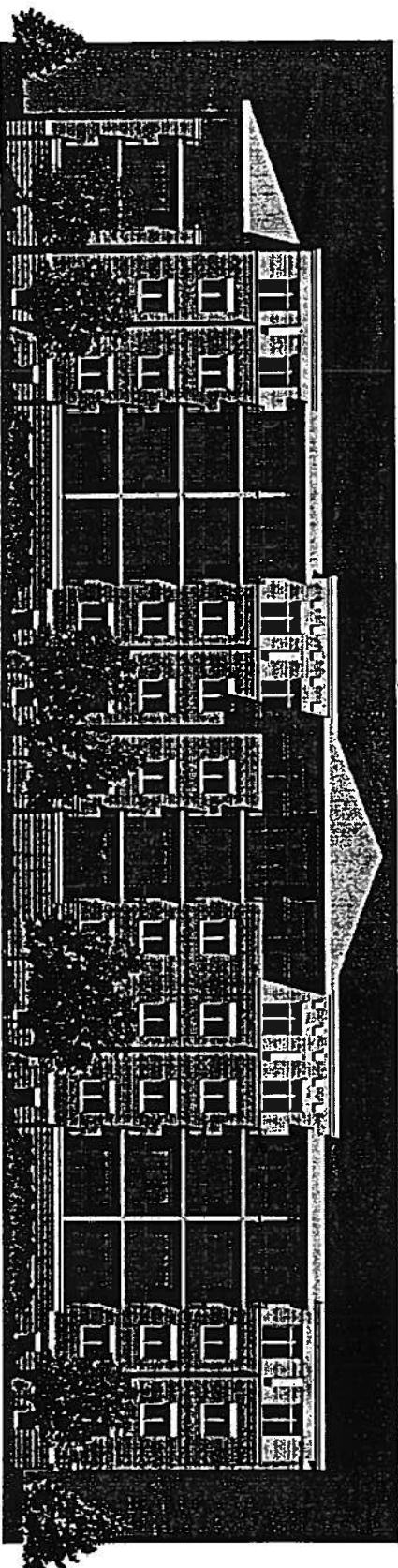
Ⓑ SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

NEW CONDOMINIUM BUILDING @
540 ST. CHARLES ROAD
LOMBARD, ILLINOIS



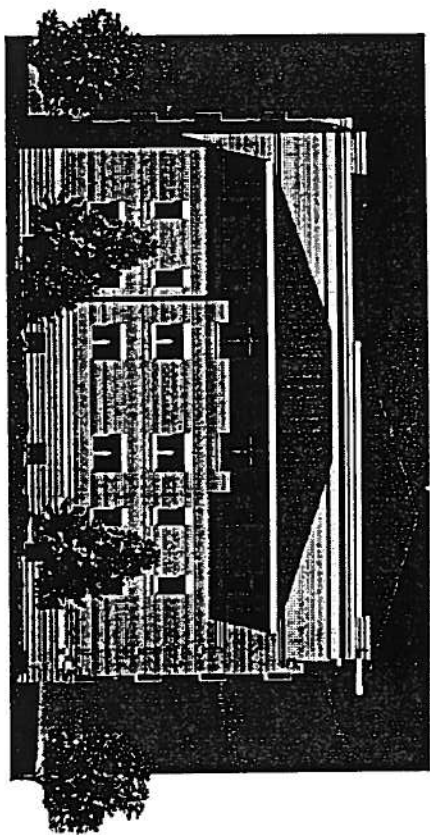


Ⓐ NORTH ELEVATION
SCALE: 1/8" = 1'-0"

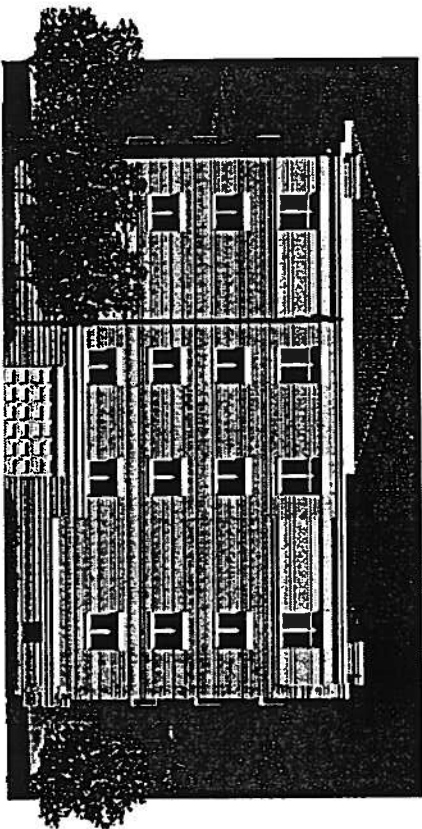


Ⓑ SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

NEW CONDOMINIUM BUILDING @
540 ST. CHARLES ROAD
LOMBARD, ILLINOIS



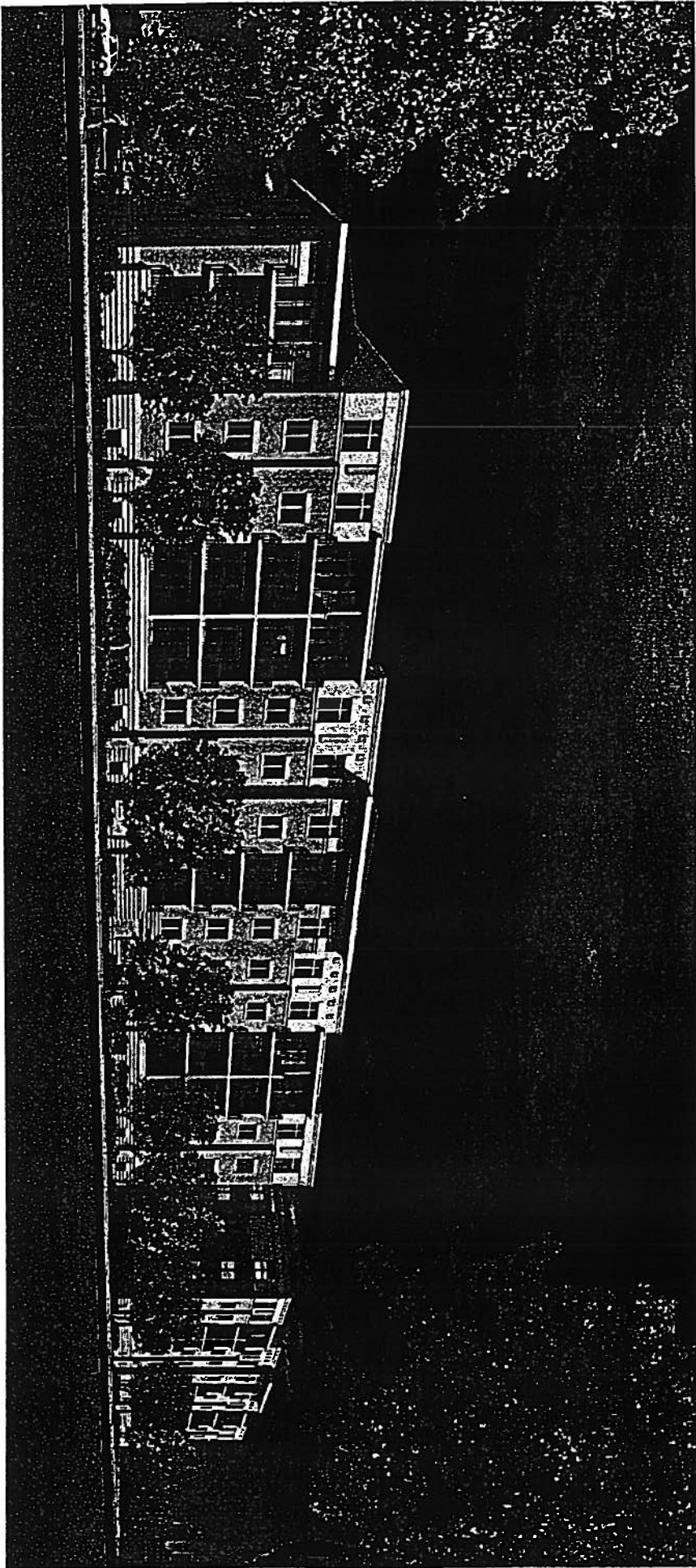
Ⓐ SIDE ELEVATION
SCALE: 1/8" = 1'-0"



Ⓑ SIDE ELEVATION
SCALE: 1/8" = 1'-0"

NEW CONDOMINIUM BUILDING @
540 ST. CHARLES ROAD
LOMBARD, ILLINOIS







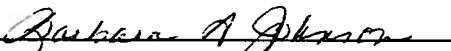
I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a true and correct copy of ORDINANCE 5490, AN ORDINANCE AUTHORIZING A TAX INCREMENT FINANCING (T.I.F.) REDEVELOPMENT AGREEMENT FOR THE 400-540 EAST ST. CHARLES ROAD DEVELOPMENT, COMPRISING A PART OF THE EAST ST. CHARLES ROAD T.I.F. DISTRICT II – EAST, IN THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS

of the said Village as it appears from the official records of said Village duly passed on May 6, 2004.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 13th day of July, 2004.




Barbara A. Johnson
Deputy Village Clerk
Village of Lombard
DuPage County, Illinois