Village of Lemont

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
April 15, 2024 – 6:30 PM
Village Hall
AGENDA

I. Call to Order

II. Roll Call

III. Discussion Items

III.A Discussion of Case 2024-04 814 State Street Parking Variation

III.B GPWC Memo of Understanding

III.C Discussion of Potential Second Amendment to Redevelopment Agreement Northwest Corner of Illinois Route 83 & Main Street

IV. Unfinished Business

V. New Business
- *Downtown Area - Improvements, Programs, Events*

VI. Audience Participation

VII. Executive Session Discussion Under Chapter 5 ILCS 120
(1) Acquisition of Real Estate
(2) Pending, Probable, or Imminent Litigation
(3) Personnel
(4) Collective Bargaining
(5) Sale or Lease of Real Estate

VIII. Adjourn

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: Discussion of Case 2024-04 814 State Street Parking Variation
DATE: April 15, 2024

SUMMARY/BACKGROUND
The applicant, Samer Akkawi, is requesting relief from the Village's minimum parking requirements to open a restaurant in the vacant space at 814 State Street, formerly occupied by Celina's Deli many years ago. The property is zoned B-1 Office/Retail Transitional District, and a restaurant is allowed in this district. However, the property's parking lot does not have the minimum stalls required by the Unified Development Ordinance (UDO) for the proposed use and the existing adjacent attorney/title office tenant at 816 State Street. The current parking lot has 24 parking stalls, as striped.

In the UDO a restaurant is defined as:

> RESTAURANT. An establishment where food and drink are prepared, served, and consumed and whose design or principal method of operation is characterized by customers being provided with an individual menu and being served their food and drink by a restaurant employee at the same table or counter at which said items are consumed.

A restaurant use requires parking at a ratio of 1 space per 100 square-feet of gross floor area (GFA). Mr. Akkawi's proposed restaurant space is approximately 2,300 square-feet, requiring 23 parking stalls for their portion of the strip center. The attorney's title office at 816 State Street shares the parking lot and requires 5 spaces per the UDO (1 space per 300 square-feet of GFA). In total, the 2 uses together require 28 parking stalls. As noted above, the parking lot has 24 stalls as currently striped, for a deficit of 4 parking stalls.

Per the UDO's On-Site Requirement for parking, required accessory off-street parking shall be located on the same lot as the use served, **unless:**

1. Shared parking arrangements are approved in accordance with §17.10.030 of this chapter; or
2. A variation is granted.

A Shared Parking Agreement was much discussed at the public hearing. Section 17.10.030 of the UDO describes Shared Parking as an arrangement whereby two or more owners of non-residential properties use the same off-street parking to satisfy their off-street parking requirements. The parties involved shall execute an agreement on the shared parking and file it with the Village (Planning & Economic Development Director). There are other requirements of the agreement, found here in detail:

The Planning and Economic Development Director may make an administrative adjustment approving shared parking arrangements for non-residential land uses with different peak hours of operation. Such an approval may reduce the parking requirements for each of the shared uses by up to 20%. In order to approve such an administrative adjustment, the Planning and Economic Development Director must find that:

1. Based on evidence provided by the property owners there is no substantial conflict or overlap in the principal operating hours for which the shared parking is proposed; and
2. The shared parking facility is located within 250 feet walking distance of each of the land uses, as measured from the entrance of each use to the nearest parking space in the facility; and
3. There are convenient, visible pedestrian connections between the facility and all of the sharing establishments.

Since the public hearing, the property owners of 816 State Street have presented a Letter of Agreement to mutually share parking with their immediate neighbor to the south at 818 State Street, Petr's Deli. This is advantageous to both parties, as access to the site appears to also be shared. 818 State Street offers 7 parking stalls (the amount required of them for a Specialty Food Shop/Carry Out), which would bring the total available parking between the properties to 35. If it is found that there is "no substantial conflict or overlap," the permitted 20% reduction would bring the required parking among the three used to 28 parking stalls.

A site plan should be part of a shared parking agreement, or as a condition of the Board, to verify proper drive aisle spacing and size/angle of parking stalls with an accurate parking stall count. A parking lot layout consistent with the Section 17.10.020 Parking Lot Layout and the design details found in the UDO will be required, if approved. As the subject property is currently striped, there are questionable parking stalls that appear to be in conflict with vehicle maneuvering both onsite and on the adjacent Petr's Deli parking lot. A site plan with existing and proposed conditions may need to include a shared access easement between 814-816 and 818 State Street as each property owner encroaches onto each other's property in order to fully access and maximize parking. Working cooperatively between the properties and businesses is imperative to the success and safety of the location.

Full analysis and photos can be found in the attached PZC Memo from the April 3rd meeting.

ANALYSIS

Comprehensive Plan

The subject property falls within the Infill Residential (INF) future land use designation. Variations are generally out of the scope of a Comprehensive Plan.

Planning & Zoning Commission (PZC)

A public hearing to discuss the proposed variation was held at the regularly scheduled PZC meeting on April 3, 2024. Following staff's presentation, the applicant, Sam Akkawi, addressed the Commission and relayed that he is willing to do what it takes to be granted the parking variation in order to open the restaurant. He had reached out to neighboring businesses to see about sharing parking but did not have a document or agreement yet. He is not set on the cuisine for the restaurant at this time, but it will be more upper quality food/menu and is in the process of finding a chef. He would like to build a vestibule to house the garbage and possibly

work with the neighboring Petr's Deli business. He has restaurant experience and started Hamilton's in Lemont, selling it to the current owners. He would like to name the new restaurant Singer Hill Grill and his anticipated hours of food service are from 11am-11pm seven days a week. He is unsure of the bar hours at this time.

Several members of the audience spoke during the public hearing. In summary, the primary concerns were:

- Traffic will get worse on State Street; and
- "Trouble" will increase; and
- Increased garbage; and
- Concern with late hours; and
- Liquor; and
- Access; and
- Small size of parking lot; and
- Deliveries; and
- Patrons parking in neighbor's yards.

While much of the public was against the restaurant use (although often referred to as a bar), there was a member of the audience that stated she sees both sides of the situation. She was happy that the space would be occupied so not to have empty storefronts. She did still have concerns about traffic. She thought a good compromise would be to reduce and agree on the operating hours.

Both owners (Sam Baracco and Ray Morandi) of 814/816 State Street addressed the Commission. They stated they purchased the property and invested into it by updating the facade and improving the mechanical systems and putting on a new roof. They stated that the title attorney in the neighboring 816 space works until 4pm Monday thru Friday and not on weekends.

There was confusion with the neighboring lab business across at 807 State Street on whether or not the applicant, Sam, had been in communication with the lab business regarding shared parking. The lab business was clear that they are not interested in sharing parking with the proposed restaurant's staff at any time, but they are not against the restaurant use.

There was discussion surrounding closing the northernmost access point in order to provide [possibly] 4 more parking stalls.

The applicant's architect Lisa spoke after the public testimony. She stated the interior remodel is very nice and it will not be a detriment to the neighborhood after hearing everyone's concerns. She stated that a restaurant is an allowed use in the space and the applicant is only seeking a parking variation for that allowed use. The applicant could have split off a portion of the strip center and left unusable space, then reducing the total square-footage of the restaurant space and meeting the parking requirement. While this could be an option, the applicant wanted to be forthcoming and follow the process.

The manager of Petr's Deli, Luda, spoke on behalf of the neighboring business at 818 State Street. She stated that Petr's Deli is open from 8:30am - 7:30pm Monday through Friday and 8:30am - 6pm on Saturdays. On a Thursday last month (March 21, 2024) she counted cars that were parked in the adjacent lot. She stated at 6:30pm there were 15 cars, at 7:00pm there were 17 cars and at 7:45 there were 15 cars by the attorney title office, stating that the lot is

not always empty even with the vacant 814 space. She is not opposed to the restaurant use, but she is concerned about the parking. The parking lot can get busy.

The applicant, Sam, addressed the Commission after hearing the public's concerns and stated that he respects anyone that is in business. He reiterated that he will do anything that is within reason as they are only 4 parking spaces short, and it was the first he had heard of any opposition.

There were no remaining comments and the public hearing was closed. The Plan Commission voted (5-0) to recommend approval of Case 2024-04 814 State Street Variation with the following conditions:

1. Provide a plat of survey for both 816 State Street and 814 State Street properties with existing conditions in order to understand property lines. A clear striping plan should be submitted, reviewed and approved by the appropriate departments (i.e. zoning, building, fire) to ensure proper maneuvering and access. Provide an access easement for legal access to parking on both the properties at 814, 816 and 818 State Street.
2. Explore coordination with neighboring businesses to share a dumpster and relocate in safe location with proper screening to improve visibility when exiting parking lot into alley. The dumpster should not be visible from State Street.
3. Provide appropriate traffic safety upgrades, such as traffic mirrors and signage, in the alley for traffic exiting the subject property into the alley. Once a striping plan is received, it can be circulated to the Village's traffic consultant and engineer for review and suggestions.
4. Provide bike racks to encourage non-vehicular modes of transportation to the locale.
5. Applicant must meet minimum parking stall requirement and/or UDO for off-site shared parking with a fully executed agreement.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending discussion of the item.

BOARD ACTION REQUESTED
Discussion of the request.

ATTACHMENTS
Case 2024-04 814 State Street Variation PZC Memo, Analysis and Attachments
Proposed Restaurant Inside Layout Draft
Plat of Survey
Letter of Agreement 814-816-818 State St
Draft April 2024 PZC Minutes

STAFF REPORT
TO: Planning & Zoning Commission
FROM: Jamie Tate, AICP, Consulting Planner
THRU: Jason Berry, CEcD, AICP, Economic & Community Development Director

CASE NUMBER & NAME
2024-04 814 State Street Parking Variation

APPLICANT & PROPERTY OWNER
Samer Akkawi / Raymond Morandi

DATE
April 3, 2024

PROPERTY ADDRESS/LOCATION
814 State Street
PIN: 22-29-116-014-0000

BRIEF SUMMARY OF REQUEST

The applicant, Samer Akkawi, is requesting relief from the Village's minimum parking requirements to open a restaurant in the vacant space at 814 State Street. A restaurant is allowed in the B-1 zoning district, but the adjacent parking lot does have the minimum required parking for the use. In the Village of Lemont, restaurant uses requires 1 parking space per 100 square-feet of gross floor area. An attorney's title office shares the parking lot at 816 State Street requiring approximately 5 parking spaces, 1 per 300 square-feet of gross floor area. As the parking lot is currently configured, there are 24 parking spaces, even though a few stalls should be removed to safely accommodate maneuvering and access.

The proposed restaurant in combination with the title office in the plaza require a total of 28 parking stalls, according to the UDO. The neighboring business to the south at 818 State Street, Petr's Deli, has 7 parking spaces but relies on the drive aisle and access from the 814/816 State Street strip center parking lot. In kind, the parking that is located on the side of 814 State Street relies on Petr's property for maneuvering and access.

The applicant has been working with the business located at 807 State Street (across the street) to utilize their parking lot for the restaurant's employees to alleviate the need for employee parking and to leave other stalls for patrons of both businesses.



MAP SOURCE: Lemont GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	REQUESTED ACTION	SIZE OF PROPERTY
B-1, Office/Retail Transitional District	Multi-tenant retail strip center and associated parking lot	**North**: R-6, Multi-Family Residential District / Apartment buildings and converted single-family home **South:** B-1 / Petr's Deli and associated parking **East:** R-4A, Infill and Preservation Residential District / Single-family homes **West**: R-4A, Infill and Preservation Residential District / Single-family homes, accounting office and a lab office	Variance from the minimum parking requirements to allow a restaurant to occupy space at 814 State Street	13,260 square-feet / Leased space approximately 2,300 square-feet

PROPERTY HISTORY
The subject property is zoned B-1 with a multi-tenant strip retail center and associated parking lot. There are two full-access points onto the property providing entry into the parking lot on-site and for Petr's Deli, the neighboring business at 818 State Street. A drive aisle splits the two properties and provides access to the alley for both the strip center and Petr's Deli. Previous tenants include a cleaning business that is now occupied by an attorney's title office and Celina's deli, which was located in the proposed restaurant space.

COMPATIBILITY with the COMPREHENSIVE PLAN	**COMPATIBILITY** with the UNIFIED DEVELOPMENT ORDINANCE
The subject property is within the Infill Residential (INF) future land use designation.	The proposal meets all aspects of the Village's UDO except the requested variation from the parking requirements.

ATTACHMENTS

1. Staff Analysis
2. Site Photographs
3. Variation Application, Criteria and Narrative
4. Interior architectural plans
5. Plat of Survey

Attachment 1 – Analysis – Parking Variation at 814 State Street for a Restaurant

Comprehensive Plan. The Lemont 2030 Comprehensive Plan identifies the subject site as Infill Residential (INF). In general, variation requests are considerably out of the scope of the Comprehensive Plan.

General Analysis.

The following variation from the Unified Development Ordinance (UDO) with subsequent analysis is proposed for a restaurant to occupy the space at 814 State Street.

Code Section	UDO Requirement	Proposal
§17.10 and Table 17-10-01 for Off-Street Parking Requirements and Schedule of Off-Street Parking	Restaurant uses require 1 parking space per 100 square-feet of gross floor area.	The proposed restaurant at 814 State Street is approximately 2,321 square-feet requiring 23 on-site parking spaces dedicated to the restaurant use. There are approximately 24 parking stalls in the entire parking lot and other uses share the parking stalls. While there are currently 24 striped stalls, not all the stalls can remain as they conflict with parking at the neighboring business, Petr's Deli, and they require maneuvering off-site.

The shopping plaza located on the subject property at 814 and 816 State Street was purchased and remodeled within the last year after sitting vacant for some time following Celina's Fresh Market and Ceasar's Cleaners relocating or closing. Currently, Attorney Integrated Title office is occupying the former cleaner's space at 816 State Street and sharing the parking lot with the proposed restaurant at 814 State Street. When the strip center was recently remodeled, the parking lot was sealed and restriped, creating approximately 24 parking spaces. While there are 24 striped parking stalls, some may need to be removed prior to an occupant going into the 814 State Street space, as a few stalls conflict with proper access and maneuvering.

Petr's Deli at 818 State Street and the 816/814 State strip center share access to their parking stalls with a drive aisle that appears to straddle the property line between them. A cross access easement or shared access agreement does not seem to exist and nothing is recorded with the properties to officially assign responsibility and/or clearly indicate ownership and maintenance.

Assignment of parking spaces and overlap of access and parking likely was not a concern or issue with the previous ownership and businesses, allowing maintenance and legalities to continue with a 'handshake agreement'. A formal document should be drafted to address the complex maintenance and access between the two properties moving forward in order to clearly indicate and lay out responsibility and rights.

STANDARDS FOR VARIATIONS

In order for a restaurant to occupy the space at 814 State Street, a variation to the UDO's minimum parking requirements is necessary. Section 17.04.150.D states that variation requests must be consistent with the following three standards to be approved:

1. **The variation is in harmony with the general purpose and intent of the Unified Development Ordinance**;

   The general purpose of the UDO is specified in UDO Section 17.01.050:

   - *Promoting and protecting the public health, safety and general welfare;*
   - *Ensuring adequate natural light, air, privacy, and access to property;*
   - *Avoiding or mitigating the hazards to persons and property resulting from accumulation of runoff or flood waters;*
   - *Protecting the character of established residential neighborhoods;*
   - *Maintaining and promoting economically vibrant and attractive commercial areas;*
   - *Establishing clear and efficient development review and approval procedures; and*
   - *Conserving the value of land and buildings throughout the Village; and*
   - *Accommodating development and growth that is consistent with the preceding stated purposes.*

   Analysis

   The variation will allow for a vacant space to fill with an applicant investing in providing an asset to the neighborhood and community. The intent of the UDO is to provide universal standards that assist in protecting the Village and its residents, businesses and community members with general regulations. The variation will promote an economically vibrant and attractive commercial area by filling a vacant space and allowing investment into the corridor. To promote and protect the public health, safety and general welfare, there must be cooperation from the adjacent businesses and neighborhood to assure the protection of the character of the established and adjacent residential neighborhoods. While the restaurant use is

allowed in the B-1 district, the parking lot is not sufficient according to the UDO. A restaurant will likely bring more garbage and traffic that can be planned and addressed through this parking variation process. While the use is allowed, not having enough parking just for vehicles then does not allow space for a dumpster in the parking lot and potential future monument sign. The parking variation is one piece of the puzzle in considering the use in this location and the needs and requirements that associate with a restaurant.

2. **The plight of the owner is due to unique circumstances, and thus strict enforcement of the Unified Development Ordinance would result in practical difficulties or impose exceptional hardships due to the special and unique conditions that are not generally found on other properties in the same zoning district;**

Analysis. The UDO states that in making a determination whether there are unique circumstances, practical difficulties, or particular hardships in a variation petition, the Planning and Zoning Commission shall take into consideration the factors listed in UDO §17.04.150. D.2.

- ***Particular physical surroundings, shape, or topographical conditions results in a particular hardship upon the owner as distinguished from a mere inconvenience.***

Analysis

There is no more space adjacent to the subject property to obtain and expand the parking lot. There are no physical or topographical conditions other than the subject property is an established neighborhood commercial strip center within a primary residential area with limited space and availability for parking.

- ***The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning district.***

Analysis

There are other B-1 zoned properties within the Village that certain uses could create a parking deficit according to the UDO. The B-1 district caters to typically smaller sites within neighborhoods typically with lower intensity convivence uses, such as offices, services and smaller restaurants or take-out.

- ***The alleged difficulty or hardship has not been created by any person presently having an interest in the property.***

Analysis

The hardship has been created by the applicant that desires to open a restaurant in the vacant space on the subject property without the minimum number of available on-site parking stalls according to the UDO.

- ***The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the subject project is located.***

Analysis

The granting of the variation will allow for a restaurant to occupy the vacant space at 814 State Street. With appropriate spacing, drive aisles and other safety improvements, such as signage, traffic controls, and removal of vision obstructions when exiting to the alley, the granting of the variation to allow the restaurant may cause more order and improve the area. No matter what, a new use will eventually occupy the space at 814 State Street causing more traffic and activity in the area and alley behind the building.

- ***The variation will not impair an adequate supply of light and air to adjacent properties or substantially increase congestion in the public street or increase the danger of fire or endanger the public safety or substantially diminish or impair property values within the neighborhood.***

Analysis

The requested variation should not impair the supply of light and air to adjacent properties but may increase congestion in the street at times of a full parking lot. There are two points of access into the parking lot from State Street with a "one-way" drive aisle that exits into the alley. While the parking lot is assumed to function this way, there is no posted signage that prohibits vehicles from entering the parking lot from the alley and the drive aisle is assumed to be two-way. There have not been highly trafficked uses in the strip center in the recent past, not requiring a scrupulous analysis of interior site circulation. After discussion at the public hearing, it may be best to review the existing site circulation and consider making the exit into the alley one-way with angled parking. This may allow for reduced drive aisle widths and possibly allow for more parking stalls when the striping plan is generated and proposed.

3. **The variation will not alter the essential character of the locality and will not be a substantial detriment to adjacent property.**

Analysis

There are measures that can be taken to work with adjacent properties to not be a detriment and alter the character of the locality. There should be a clear plan and

understanding for patrons to park in certain locations and not spill into the adjacent neighborhoods or businesses, unless approved with a legal agreement.

PROCESS

The applicant and their architect met with staff for a couple of meetings prior to applying for a parking variance to discuss process and the potential restaurant. The Lemont Fire District and Lemont Building Commissioner were present to provide feedback and state any concerns. The number of tables and seats inside the space has been reduced to more appropriate numbers. A secondary exit door is now proposed on the north side of the building and the applicant will have to provide safe egress from this door to the parking lot. The garbage dumpster and grease trap for the new restaurant needs a proper location and sharing with neighboring businesses may need to be explored. The Fire District did not have a concern with emergency access and the parking lot. The applicant will apply for an interior remodel permit if able to work through the parking variation process and obtain entitlement through this procedure.

The Liquor Commission was presented with the perspective of allowing an additional liquor license in this location with the explanation of the parking variance procedure. The Liquor Commission is open to a restaurant with liquor and gaming machines at this location and felt the parking concern will work itself out in the marketplace. If the parking lot is full or there does not appear to be a place for parking, the potential patron will keep driving and visit a different restaurant within the Village.

CONCLUSIONS & RECOMMENDATIONS

A restaurant is allowed and likely a desirable use in the B-1 zoning district, filling a long-time vacant space along State Street and adding vibrancy to the corridor. While the use is allowed, the adjacent parking lot does not contain enough required parking stalls according the Village of Lemont's Unified Development Ordinance (UDO). With proper signage, agreements and procedure, the opportunity exists to allow the restaurant to occupy the space even without an abundance of parking. Located within a more residential area of the Village, the applicant anticipates many patrons will walk to the restaurant rather than opting to use a vehicle. If the PZC decides to recommend approval of Case 2024-04 814 State Street Parking Variation to allow a restaurant to occupy the space on State Street, the following conditions could be considered:

1. Provide a plat of survey for both 816 State Street and 814 State Street properties with existing conditions in order to understand property lines. A clear striping plan should be submitted, reviewed and approved by the appropriate departments (i.e. zoning, building,

fire) to ensure proper maneuvering and access. Provide an access easement for legal access to parking on both the properties at 814, 816 and 818 State Street.

2. Explore coordination with neighboring businesses to share a dumpster and relocate in safe location with proper screening to improve visibility when exiting parking lot into alley. The dumpster should not be visible from State Street.

3. Provide appropriate traffic safety upgrades, such as traffic mirrors and signage, in the alley for traffic exiting the subject property into the alley. Once a striping plan is received, it can be circulated to the Village's traffic consultant and engineer for review and suggestions.

4. Provide bike racks to encourage non-vehicular modes of transportation to the locale.

Attachment 2 - Site Photographs

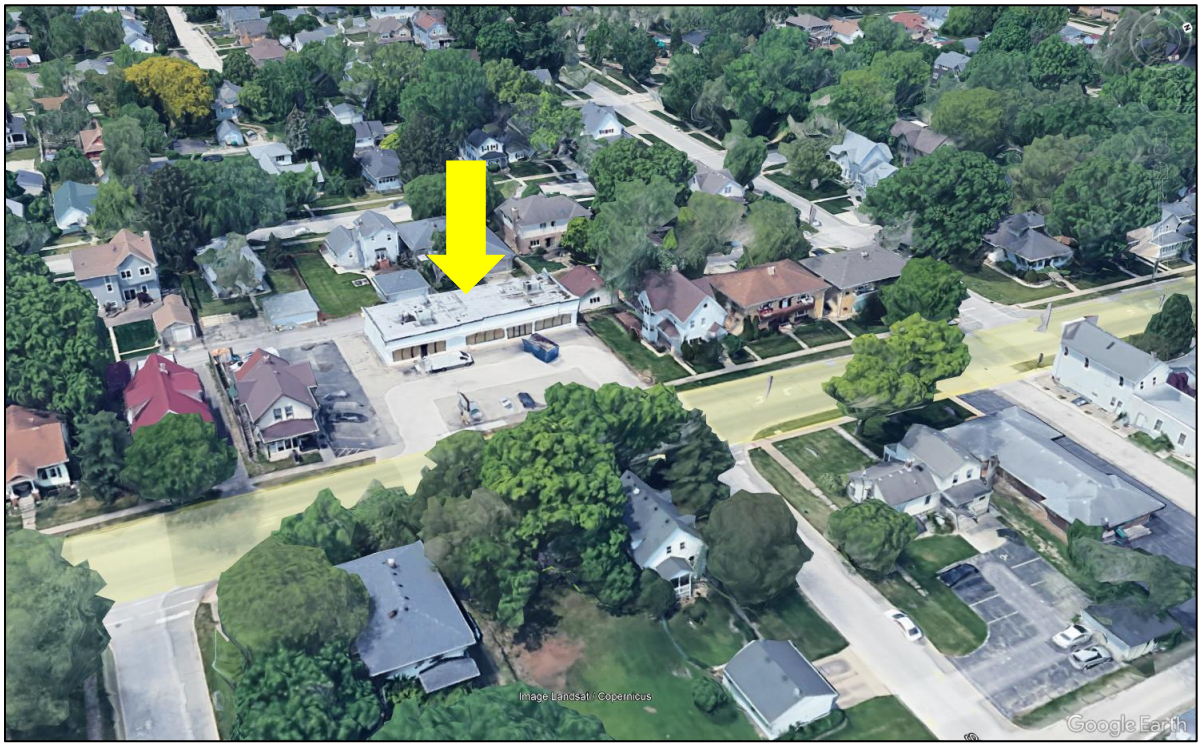


Figure 1: Aerial image looking at plaza with parking in front.

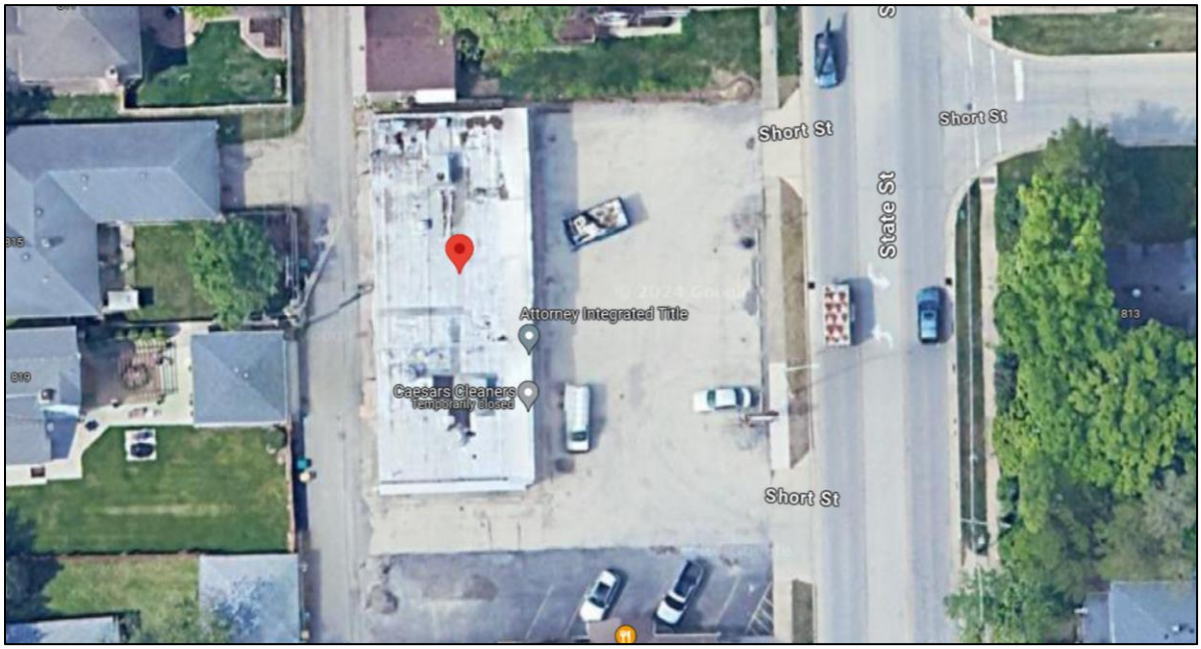


Figure 2: Plaza parking lot prior to restriping.

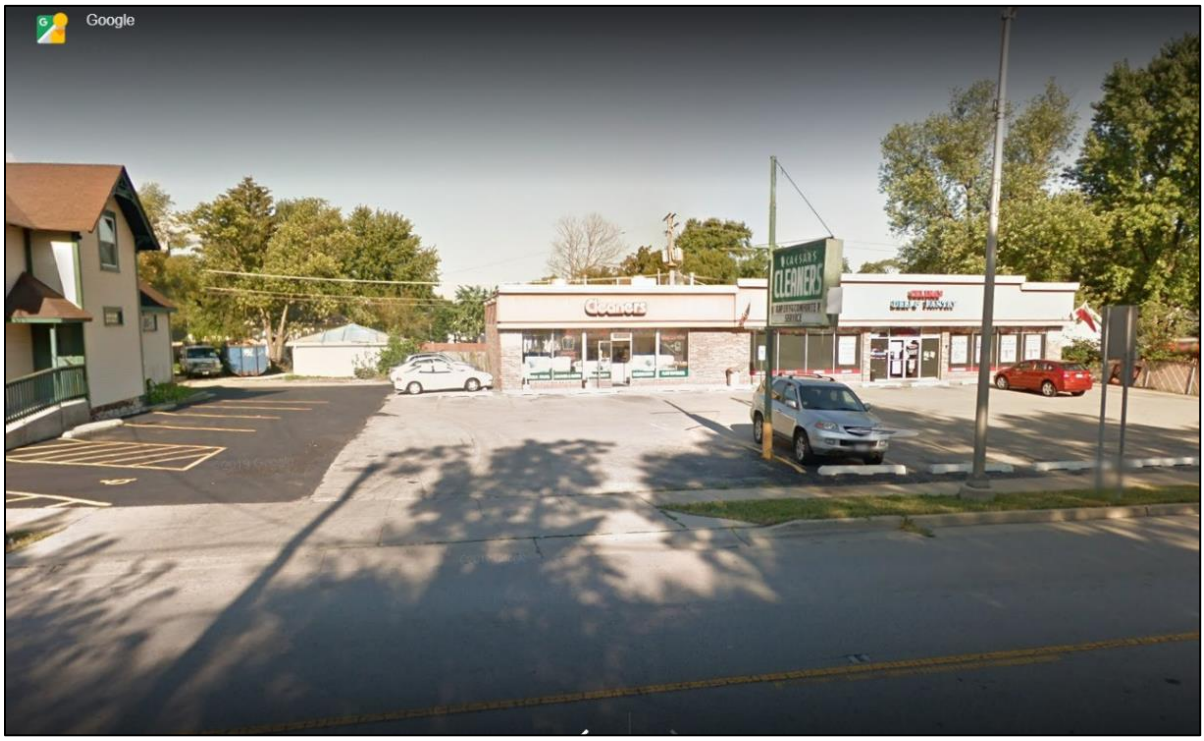


Figure 3: View looking at plaza and parking lot from State Street in 2015. The asphalt line is approximately the location of the property line between 818 State Street and 814/816 State Street.



Figure 4: View looking at plaza during exterior remodel/refresh.



Figure 5: Exit from alley after heading north from parking lot onto Eureka.



Figure 6: Rear of plaza showing back exit doors and alley heading north.



Figure 7: Subject property parking lot looking west, Attorney Title office on the right and drive aisle between Petr's Deli and subject property exiting onto the alley.

Attachment 3

Variation Application, Narrative and Criteria

Village of Lemont
Community Development Department
418 Main Street Lemont, Illinois 60439
phone (630) 257-1595
fax (630) 257-1598

Variation Application Form

APPLICANT INFORMATION

SAMER ALKAWI
Applicant Name

SINGER HILL GRILL
Company/Organization

14226 S. CHICKASAW TRAIL
Applicant Address

HOMER GLEN, IL 60491
Telephone & Fax

708-710-4599 SAMALKAWI@gmail
E-mail

CHECK ONE OF THE FOLLOWING:

_____ Applicant is the owner of the subject property and is the signer of this application.
_____ Applicant is the contract purchaser of the subject property.
_____ Applicant is acting on behalf of the beneficiary of a trust.
__✓__ Applicant is acting on behalf of the owner.

PROPERTY INFORMATON

814 S. STATE ST
Address of Subject Property/Properties

22-29-116-014-0000
Parcel Identification Number of Subject Property/Properties

2500 SQFT
Size of Subject Property/Properties

DESCRIPTION OF REQUEST

PENDING
PARKING! ~~TENTATIVE~~ AGREEMENT W/ 807 S. STATE.
Brief description of the proposed variation

SHARED DUMPSTER / STOP & ONE WAY SIGNAGE / REMOVAL OF ONE PARKING SPOT

REQUIRED DOCUMENTS

See Form 500-A, *Variation Application Checklist of Required Materials,* for items that must accompany this application.

FOR OFFICE USE ONLY

Application received on: _____ By: _____

Application deemed complete on: _____ By: _____

Current Zoning: _____

Fee Amount Enclosed: _____ Escrow Amount Enclosed: _____

APPLICATION FEE & ESCROW

Application Fee = $250 (per zoning lot)
Fee is non-refundable. A zoning lot is defined as "a single tract of land located within a single block that (at the time of filing for a building permit) is designated by its owner or developer as a tract to be used, developed, or built upon, under single ownership or control" (Unified Development Ordinance Chapter 17.02).

Required Escrow = $500
At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the variation application. Additionally, should the applicant fail to remove the required public notice sign in a timely manner, the escrow account may be used to defray the costs of the sign's removal. After completion of the variation review process, any unused portion of the escrow account will be refunded upon request.

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request. I understand that I am responsible for the posting of a public hearing sign and for the mailing of legal notice to all surrounding property owners as required by Village ordinances and state law.

Signature of Applicant	Date 3-5-24
State IL	County Cook

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that Samer H ARKAWI is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Notary Signature

Given under my hand and notary seal this 5 day of March A.D. 20 24.

My commission expires this 14th day of March A.D. 20 24.

OFFICIAL SEAL
SONIA VELAZQUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/14/2026

Variation Application Checklist of Required Materials

Materials Required at Submittal of Application

A complete application for a variation must include **all** of the following items. Any application that does not include all of the following items will not be considered complete. The Community Development Department **will not** schedule a public hearing for any variation request until a complete application has been submitted.

✓ **Application Form.** One original copy of the attached *Variation Application Form*, signed by the applicant and notarized.

✓ **Application Fee.** A non-refundable fee in the appropriate amount.

✓ **Escrow Account.** Any unused portion may be refunded upon request after completion of the variation review process.

✓ **Proof of Ownership & Applicant Authorization.** One copy of a deed that documents the current ownership of the subject property. If the applicant is the owner, this is the only documentation necessary. If the applicant is not the owner, the following are required in addition to a copy of the deed:

- If the applicant is the contract purchaser of the property, a copy of said contract must be attached.
- If the applicant is acting on behalf of the beneficiary of a trust, a notarized letter from an authorized trust officer identifying the applicant as an authorized individual acting in behalf of the beneficiaries must be attached. The letter must also provide the name, address and percentage of interest of each beneficiary.
- If the applicant is acting on behalf of the owner, a notarized letter of consent from the owner must be attached.

If the property owner is a company, a disclosure of the principals of the company must be included in the application materials. For example, an LLC may submit a copy of the LLC Management Agreement.

_____ **Submittal Packet.** 6 collated copies of a submittal packet for distribution at public meetings and one digital copy for Village files. Additional copies of the submittal packet may be required after initial submission of the variation application. Community Development Staff will advise if/when additional copies are needed.

Any plans and maps included in the submittal packet should contain the following: a north arrow or other indication of true north or map north; the date of map/plan preparation; the name of the person preparing the map/plan; and a scale, the scale may be expressed verbally (e.g. 1 inch equals 60 ft.) but other forms of scale are preferable (e.g. scale bar or ratio such as 1:24,000).

The submittal packet shall include the following:

- **Legal Description.** A legal description of the subject property.
- **Variation Criteria Worksheet.** The applicant must address the standards listed on the attached *Variation Criteria Worksheet.*
- **Additional Plans or Documents as Required by the Community Development Director.** Department staff will advise if any additional materials are necessary.

Materials Required when Public Notice is Served

The following items **are not** required at the time of application submittal. However, these items must be submitted to the Community Development Department prior to the public hearing before the Planning & Zoning Commission or Zoning Hearing Officer. Once the applicant has fulfilled the public notice requirements, the following items must be submitted:

✓ **Affidavit of Public Notice.** The attached *Affidavit of Public Notice* must be submitted by the applicant once he/she has completed the necessary public notice requirements. A signed and notarized original form should be submitted to the Community Development Department no later than 15 days prior to the scheduled public hearing for the variation request. More explanation regarding public notice requirements is contained in the attached *Variation Public Notice Requirements* document.

✓ **Copy of Written Notice.** Once the applicant has sent the required written notice of public hearing, a copy shall be submitted to the Community Development Department. The copy of the written notice should be submitted at the time that the notice is sent to the surrounding property owners. More explanation regarding public notice requirements is contained in the attached *Variation Public Notice Requirements* document.

✓ **Address List.** A list of all addresses to which the applicant sent the written notice of public hearing shall be submitted to the Community Development Department at the time the written notice is sent to the surrounding property owners. More explanation regarding public notice requirements is contained in the attached *Variation Public Notice Requirements* document.

Variation Criteria Worksheet

Unified Development Ordinance (UDO) Section 17.04.150.D.1 establishes the criteria that all applications for variations must meet. In addition, Section 17.04.150.D.2 of the Unified Development Ordinance requires that the Planning & Zoning Commission or Zoning Hearing Officer take the following conditions into consideration when determining whether a request qualifies for a variation. You may want to consider the following in your variation request:

- The particular physical surroundings, shape, or topographical condition of the specific property involved results in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations of the Unified Development Ordinance were fulfilled;
- The conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification;
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the subject property is located; and
- The variation will not impair an adequate supply of light and air to adjacent properties, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Please describe below how your variation request meets the criteria of UDO Section 17.04.150.D.1. Attach additional sheets if necessary.

UDO Section 17.04.150.D.1.a
The variation is in harmony with the general purpose and intent of the Unified Development Ordinance;

See Attached

UDO Section 17.04.150.D.1.b

The plight of the owner is due to unique circumstances and thus strict enforcement of the Unified Development Ordinance would result in practical difficulties or impose exceptional hardships due to the special and unusual conditions that are not generally found on other properties in the same zoning district; and

UDO Section 17.04.150.D.1.c

The variation will not alter the essential character of the locality and will not be a substantial detriment to adjacent property.

The proposed variation is designed to seamlessly integrate into the existing landscape without altering the essential character of the locality. Through careful planning and collaborative agreements, we have taken proactive steps to ensure that the variation will not impose a substantial detriment to adjacent properties.

Our commitment to securing off-site parking arrangements, such as the agreement with the business across the street at 807 S. State Street, demonstrates our dedication to minimizing the impact on the immediate surroundings. By strategically coordinating parking for our staff and patrons, we aim to maintain the harmony of the neighborhood.

Additionally, the ongoing communication with the business at 805 S. State Street and the collaborative effort with the neighboring deli for restriping and shared resources exemplify our commitment to fostering positive relationships with adjacent properties. These initiatives are carefully planned to uphold the integrity of the area while accommodating the needs of our business.

In summary, the proposed variation is conscientiously crafted to preserve the essential character of the locality and avoid substantial detriment to adjacent properties. We are confident that our comprehensive approach to addressing parking concerns aligns with the community's vision and regulations.

Variation Public Notice Requirements

The applicant for a variation request is responsible for meeting the public notice requirements of Section 17.04.050 of the Unified Development Ordinance (UDO). Public Notice must include written notice and notice by sign, as detailed below. A sample written notice and a sample sign are provided on the following pages. The applicant must submit the following to the Community Development Department once the notice requirements have been met:

- a signed and notarized Affidavit of Public Notice;
- a copy of the written notice; and
- a list of all addresses to which the applicant sent the written notice.

Written Notice. The applicant shall serve written notice in person or by registered mail, return receipt requested, to the owners of the subject property and to owners of all property within 250 feet of the property lines of the subject property. The property owners shall be those as recorded in the relevant county's Office of the Recorder of Deeds. Land occupied by public roads, streets, alleys, and other public ways shall be excluded in computing the 250 ft. requirement. The notice must be served not less than 15 days and not more than 30 days prior to the scheduled public hearing. The written notice must contain:

- The common street address of the subject property;
- The scheduled time, date and venue of the public hearing;
- A description of the nature, scope, and purpose of the application;
- The name and address of the applicant;
- A statement that additional information concerning the hearing or application can be obtained from the Community Development Department; and
- The address and contact information for the Community Development Department.

If, after a bona fide effort to provide written notice, the property owner of the property on which the notice is served cannot be found at their last known address, or the mailed notice is returned because the property owner cannot be found at their last known address, the written notice requirements will be deemed satisfied.

SAMPLE PUBLIC NOTICE

Insert Date

Dear Property Owner:

You are listed within the *(insert applicable County or Township name)* official tax records as the owner of a parcel of land within 250 feet of property that is subject to a petition for a variation from the requirements of the Village of Lemont Unified Development Ordinance. The petition for a variation concerns the property that generally is located at *(insert street address)*. The requested variation will *(insert general description of the variation request)*.In accordance with the provisions of the Village of Lemont Unified Development Ordinance, the petitioner hereby notifies you of the scheduled public hearing on this petition.

The Lemont Planning & Zoning Commission will hold a public hearing on this petition on *(insert date)* at *(insert time)* p.m. The public hearing will be held in the Village Board Chambers of Lemont Village Hall, 418 Main Street, Lemont, IL 60439.

All interested parties will be given the opportunity to be heard at the public hearing. Interested persons may present either written or verbal comments at the public hearing. If the public hearing is not concluded on (insert meeting date), it may be continued to another Planning & Zoning Commission meeting date. If the hearing is continued, another written notice will not be sent.

If you have any questions regarding this petition you may contact the Lemont Community Development Department by phone at (630) 257-1595, or in person at Village Hall, 418 Main Street, Lemont, IL 60439.

Insert Applicant Name & Address

SAMPLE PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN FOR A PUBLIC HEARING CONCERNING A LAND USE APPLICATION FOR THIS PROPERTY.

HEARING FOR: Parking Variance [INSERT WHAT APPLICATION IS FOR]

VENUE OF HEARING: VILLAGE HALL, 418 MAIN ST., LEMONT (UPSTAIRS CHAMBER ROOM)

HEARING BODY: PLANNING AND ZONING COMMISSION

DATE AND TIME OF HEARING: [INSERT DATE AND TIME]

PUBLIC ATTENDANCE AND COMMENTS INVITED:

FOR ADDITIONAL INFORMATION CONTACT:
VILLAGE OF LEMONT
COMMUNITY DEVELOPMENT DEPARTMENT
418 MAIN STREET
(630)257-1595

Sign Size/Appearance Requirements:

- **At least 36 inches in height and 48 inches in width.**
- **Must have a white background.**
- **Must have 1.5-inch high black block letters, except the words "NOTICE OF PUBLIC HEARING" must appear in 3-inch high capital red block letters.**

Affidavit of Public Notice

The undersigned Samer Akkawi, being duly sworn on oath states as follows:

1. That he/she is the authorized agent that is subject of the
   (owner of record, contract purchaser, authorized agent, etc.)
   petition to _____ by
   _____
   (Designate petitioner(s); and, if applicable, designate Trust numbers and all beneficiaries
   _____ for
   property located at and commonly known as _____

2. That the attached Public Notice, marked as Exhibit A, was served on all of the parties whose names and addresses are identified on the attached Exhibit B, by one of two means listed below.

Indicate by checkmark the applicable box and enter any requested information:

☑ By mailing a copy of said notice by certified mail, return receipt requested, via United States Mail at the following location:
_____
City and State

OR:

☐ By delivering said notice in person to the individual homes or offices and obtaining the signature of each recipient with name and address on a separate sheet of paper to be submitted as Exhibit C.

3. That the designated delivery took place on the 9 day of March 2024.

Signature

(indicate whether owner, contract purchaser, agent, etc.)

Subscribed and sworn before me this 9th day of March, 2024

Notary Public

My commission expires on 5-30-2025

SANDRA A PLASZEWSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires May 30, 2025

(Notary Seal Here)

The scale of our proposed business operations necessitates only three employees during daytime hours and five in the evening, every day of the week. To address parking concerns, I have successfully secured an agreement with the business located across the street at 807 S. State Street, allowing our entire staff to utilize their parking facilities. This arrangement significantly alleviates the parking demand required for our employees to operate efficiently.

Furthermore, I am actively engaging with the business situated at 805 S. State Street to establish a similar agreement, ensuring convenient parking options for our patrons. In addition to these cooperative efforts, I am in communication with the neighboring deli to facilitate the re-striping of adjacent spaces. This strategic adjustment will optimize traffic flow along the driveway by removing one parking space.

To further enhance efficiency and shared resources, I am collaborating with the deli to construct a vestibule for a shared trash container. This collaborative initiative eliminates the need for an additional space to accommodate a second container, promoting a more streamlined use of available space.

In order to manage traffic effectively within the parking lot and adjacent alleyway, I am committed to installing caution signs. These signs will guide and direct traffic, particularly addressing congestion concerns at the entry point if necessary. Through these proactive measures and collaborative agreements, our proposal aligns with the village's parking regulations while actively contributing to the efficient use of available space in the surrounding area.

Hello, I'm Sam Akkawi, the founder of Hamilton's Pub in Lemont back in 2014. Although I sold the pub a couple of years later, my connection with Lemont remains strong, as my family and I regularly enjoy the vibrant atmosphere and village-sponsored activities that make it a special place. It was a pleasure working with the village during my time at Hamilton's Pub, and I am thrilled at the prospect of collaborating with and contributing to the community once again.

In addition to my experience with Hamilton's Pub, I've been involved in other ventures such as Mullets (now Front Row) in Homer Glen and am currently an owner of Great Central Brewing Company in Chicago, alongside several smaller projects. Hard work has always been a constant in my endeavors, and I understand the dedication required to operate a successful kitchen in any market.

My wife and I have complete confidence in our ability to operate Singer Hill Grill, ensuring our customers receive the freshest ingredients and excellent customer service. Safety is a top priority for us, not only for our patrons but also for the surrounding neighborhood. We take pride in our commitment to regulation and consistency. Through strict policies and procedures related to alcohol consumption, we have successfully prevented adverse incidents. In fact, I have been and remain proactive in addressing and preventing any potential issues, always prioritizing the well-being of our community.

We look forward to the opportunity to contribute positively to Lemont once again and create a safe and enjoyable environment for all. Thank you for considering our application.

LETTER OF CONSENT FROM THE OWNER AT

814 S. STATE STREET, LEMONT, IL 60439

I, Raymond Morandi, authorize SAMER AKKAWI to use my property and apply for parking variation.

SIGNATURE

I, undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that Raymond Morandi is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

CARLA J WALTERS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 06, 2025

Notary Signature

Given under my hand and notary seal this 5 day of March A.D. 2024.

My commission expires this 6 day of August A.D. 2025.

3-8-24

Dear property owner:

You are listed within the Lemont County official tax records as the owner of a parcel of land within 250 feet of property that is subject to a petition for a variation from the requirements of the Village of Lemont Unified Development Ordinance. The petition for a variation concerns the property generally located at 814 state st, Lemont, IL.The requested variation will change the number of parking spaces required to operate at this address. In accordance with the provisions of the VIllage of Lemont Unified Development Ordinance, the petitioner hereby notifies you of the scheduled public hearing on this petition.

The Lemont Planning & Zoning Commission will hold a public hearing on this petition on April 3rd, 2024 at 6:30pm. The public hearing will be held in the Village Board Chambers of Lemont Village Hall, 418 Main Street, Lemont, IL 60439.

All interested parties will be given the opportunity to be heard at the public hearing. Interested persons may present either written or verbal comments at the public hearing. If the public hearing is not concluded on April 3rd, 2024, it may be continued to another Planning & Zoning Commission meeting date. If the hearing is continued, another written notice will not be sent.

If you have any questions regarding this petition you may contact the Lemont Community Development Department by phone at 630-257-1595, or in person at the Village Hall, 418 Main Street, Lemont, IL 60439.

Sam Akkawi
14226 S. Chickasaw Trail
Homer Glen, IL 60491

LETTER OF CONSENT FROM THE OWNER AT

814 S. STATE STREET, LEMONT, IL 60439

I, Raymond Morandi, authorize SAMER AKKAWI to use my property and apply for parking variation.

SIGNATURE

I, undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that Raymond Morandi is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

CARLA J WALTERS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 06, 2025

Notary Signature

Given under my hand and notary seal this 5 day of March A.D. 2024.

My commission expires this 6 day of August A.D. 2025.

Attachment 4

Interior Architectural Plans

± 61'-1"

11'-0 1/2" | 2'-6" | ± 13'-10"

OFFICE AREA N.I.C.
EXT. CMU 2-HR. TO REMAIN

OFFICE AREA N.I.C.
EXT. CMU 2-HR. TO REMAIN

GREASE | DUMPSTER

60"x60" T-SHAPE TURN
PROVIDE FRP PANEL ON CEILING & WALLS IN DIR. (TYP.)
MENS 107 | 108
FD
60"x56"
30"x48"
30"x48"
30"x48"
5'-8"
5'
HALL 105
FD
60"x60" T-SHAPE TURN
60"x56"
WOMENS 106
Juke Box

Gaming
GAMING AREA 104
Gaming
Gaming
Gaming
Gaming
Gaming

110 KITCHEN
18" S.S.
36" GRIDDLE
36" BURNER
36" GRILL
16' HOOD ABOVE
#12-1
#6 #5 #6 #9 #10-2 #7
SHELF
SHELF
SHELF
ICE MAKER
SODA RACK
CO2
1' min.
EXIT 115
E EL. PANELS
Employee Coats
(E) WATER METER
G.T.
LIQUOR 114
TOILET 113
OFFICE 112
1'-6" min.
MOP BASE
8'-6" HIGH FLOORLESS COOLER FOOD +36.5 DEG
ALDN PROFILE EVAP
WALK-IN COOLER 111
7'-0"
8'-0"
SERVICE SINK #14
5' PREP #0
Desk
±5'-2"
±5'-2"
3'-8" min.
15'
Pickup
#11-1
Sandwich Prep Ref.
#11-2
Sandwich Prep Ref.
109 DISHWASHING AREA
#0
#12-2
H.S.
TRASH
3' DISH TABLE
TRIPLE SINK
4' CLEAN DISHES #0
PICK-UP
ICE BIN #0
DRINK SINK #0
P.O.S. #2
UC FRZ CHILLER
Direct Draw Beer Cooler #5
Back Bar Cooler Glass Doors #4
3'-2"
3'
2'-8"
4'-6"
BAR 20'-3"
103
#0 DUMP SINK
TRASH
DIRTY TRAYS
#0 GLASS WASHER
#1 UC FRZ CHILLER
Speed Rail
#1 ICE BIN
#12-3 HAND SINK
Speed Rail
12" ledge
Bottle Cooler #3
44" HIGH BAR
3'-1"
4'-6"

Golden T
± 13'-10"
102 DINING AREA
HIGH TOP
HIGH TOP 30"x42"
HIGH TOP
HIGH TOP
HIGH TOP
HIGH TOP
HIGH TOP
HIGH TOP
HIGH TOP

LOW TOP
LOW TOP
DINING AREA 101
LOW TOP

VEST. 100
60"x60" T-SHAPE TURN
6'
15'

± 38'-1"

1 NEW PLAN, OPTION #1
3/8"=1'-0"

DESIGN DEVELOPMENT

No.	Revision/Issue	Date
4	Deesign Development	2/4/24
3	Schematic Design	2/3/24
2	Schematic Design	1/18/24
1	Schematic Design	1/12/24

PROJECT NAME and ADDRESS:
NEW RESTAURANT FOR:
State Street Restaurant
814 South State Street
Lemont, IL. 60439

FIRM NAME and ADDRESS:
Norris Architects Inc.
209 Auburn Court
St. Charles, Illinois 60174
Ph. # 630/ 476-0044
Ph. # 847/ 421-2742

SHEET TITLE:
FLOOR PLAN

PLOT DATE:
2/8/2024

FTLN
Scale As Noted
SHEET NUMBER:
A1.0

C Norris Architects Inc.: 1985-2024

Attachment 5

Plat of Survey

KDC CONSULTANTS INC.

16144 S. BELL ROAD
HOMER GLEN, ILLINOIS 60491

WWW.KDCCONSULTANTSINC.COM
LAND PLANNING ENGINEERING LAND SURVEYING

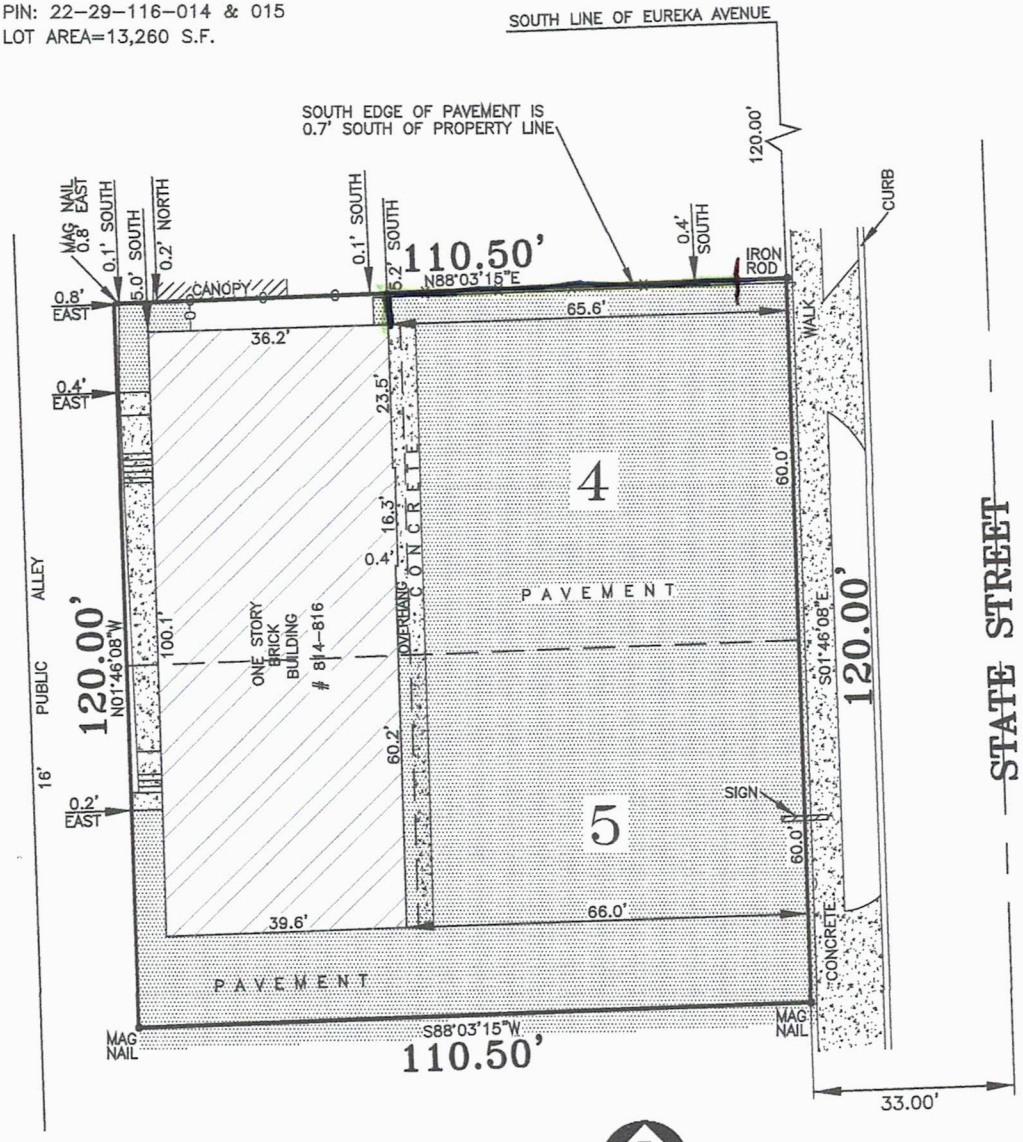
(708) 645-0545
Fax: 645-0546

PLAT OF SURVEY

OF

LOTS 4 AND 5 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 22-29-116-014 & 015
LOT AREA=13,260 S.F.



NORTH

SCALE: 1" = 20'

REDUCED COPY

STATE OF ILLINOIS) ss.
COUNTY OF WILL)

WE, KDC CONSULTANTS INC., AS ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS, HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT, DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.

SURVEYED 17TH DAY OF FEBRUARY 2023.

SIGNED THIS 20TH DAY OF FEBRUARY 2023.

BY: Kevin Chaffin
PROFESSIONAL ILLINOIS LAND SURVEYOR No. 3184

KDC CONSULTANTS, INC. DESIGN FIRM 184.004888 PROFESSIONAL
16144 S. BELL ROAD HOMER GLEN, IL 60491
KEVIN D. CHAFFIN
035-003184
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS

LICENSE EXPIRATION
11-30-2024

PREPARED FOR: YANG

COMPARE LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. A TITLE COMMITMENT MAY NOT HAVE BEEN FURNISHED FOR USE IN PREPARATION OF THIS SURVEY, IF A TITLE COMMITMENT WAS NOT FURNISHED, THERE MAY BE EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT. THIS PLAT DOES NOT SHOW BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES. LOCAL AUTHORITIES MUST BE CONSULTED REGARDING ANY RESTRICTIONS. SUBJECT TO EASEMENTS OF RECORD.

DO NOT SCALE DIMENSIONS FROM THIS PLAT. NO EXTRAPOLATIONS SHOULD BE MADE FROM THE INFORMATION SHOWN WITHOUT THE PERMISSION OF KDC CONSULTANTS, INC.. THIS PLAT IS NOT TRANSFERABLE, ONLY PRINTS WITH AN EMBOSSED SEAL ARE OFFICIAL COPIES. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY No. 23-02-055

± 61'-1"

11'-0 1/2" | 2'-6" | ± 13'-10"

OFFICE AREA N.I.C.
EXT. CMU 2-HR. TO REMAIN

OFFICE AREA N.I.C.
EXT. CMU 2-HR. TO REMAIN

GREASE | DUMPSTER

60"x60" T-SHAPE TURN
PROVIDE FRP PANEL ON CEILING & WALLS IN DIR. (TYP.)
MENS 107 | 108
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5'
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WOMENS 106
Juke Box

Gaming
GAMING AREA 104
Gaming
Gaming
Gaming
Gaming
Gaming

110 KITCHEN
18" S.S.
36" GRIDDLE
36" BURNER
36" GRILL
16' HOOD ABOVE
#12-1
#6 #5 #6 #9 #10-2 #7
SHELF
SHELF
SHELF
ICE MAKER
SODA RACK
CO2
1' min.
EXIT 115
E EL. PANELS
Employee Coats
(E) WATER METER
G.T.
LIQUOR 114
TOILET 113
OFFICE 112
1'-6" min.
MOP BASE
8'-6" HIGH FLOORLESS COOLER FOOD +36.5 DEG
ALDN PROFILE EVAP
WALK-IN COOLER 111
7'-0"
8'-0"
SERVICE SINK #14
5' PREP #0
Desk
±5'-2"
±5'-2"
3'-8" min.
15'
Pickup
#11-1
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DRINK SINK #0
P.O.S. #2
UC FRZ CHILLER
Direct Draw Beer Cooler #5
Back Bar Cooler Glass Doors #4
3'-2"
3'
2'-8"
4'-6"
BAR 20'-3"
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#1 UC FRZ CHILLER
Speed Rail
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#12-3 HAND SINK
Speed Rail
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44" HIGH BAR
3'-1"
4'-6"

Golden T
± 13'-10"
102 DINING AREA
HIGH TOP
HIGH TOP 30"x42"
HIGH TOP
HIGH TOP
HIGH TOP
HIGH TOP
HIGH TOP
HIGH TOP
HIGH TOP

LOW TOP
LOW TOP
DINING AREA 101
LOW TOP

VEST. 100
60"x60" T-SHAPE TURN
6'
15'

± 38'-1"

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C Norris Architects Inc.: 1985-2024

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PLAT OF SURVEY

OF

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PIN: 22-29-116-014 & 015
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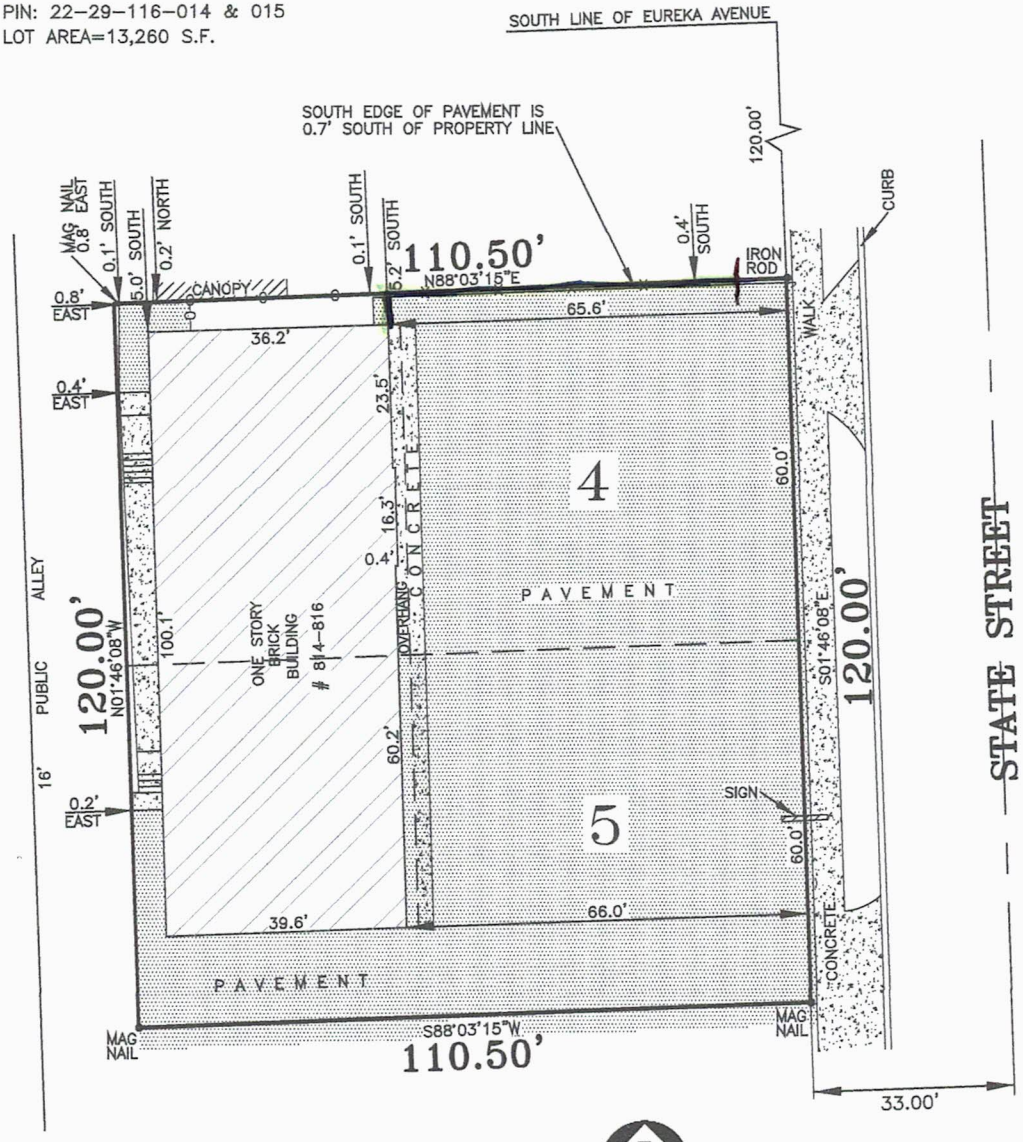

NORTH

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LICENSE EXPIRATION
11-30-2024

PREPARED FOR: YANG

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SURVEY No. 23-02-055

Letter of Agreement

Parties

Immobilare Due LLC ("ID LLC")	814 & 816 State St, Lemont, IL. 60439
Petr's Deli (Deli)	818 State St, Lemont, IL. 60439

Intent:

This letter serves as forma agreement of the Parties as outlined below.

Agreement

ID LLC and Deli state that they are the respective owners of the real estate outlined above,

ID LLC and Deli mutually agree to share parking lots, whereby patrons of each Party shall have the right to use the parking spaces located at:

814, 816 & 818 Lemont Rd
Lemont, IL. 60439

This agreement goes into effect on 4/10/2024 and shall remain in effect until either party gives written notice to the other party of its intention to terminate this agreement. Written notice must be given 365 days prior to either party's intent to terminate the agreement, at the above mailing addresses.

Immobilare Due, LLC

X Ray Morandi

Print: Ray Morandi I.

X

Print Sam Bianco

Petr's Deli

X

Print: Luda Mironovich

X

Print: 4/10/2024

Village of Lemont
Planning and Zoning Commission
Regular Meeting of April 3, 2024

A regular meeting of the Plan Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, April 3, 2024, in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

I. CALL TO ORDER

A. Pledge of Allegiance

Chairman Studebaker called the meeting to order at 6:31 p.m. He then led the Pledge of Allegiance.

B. Verify Quorum

Upon roll call the following were:
Present: Carmody, Cunningham, McGleam, Pawlak, Studebaker
Absent: O'Connor and Zolecki

Community Development Director Jason Berry and Consulting Planner Jamie Tate were also present.

C. Approval of Minutes

Commissioner Cunningham made a motion, seconded by Commissioner Carmody to approve the minutes from the March 6, 2024 meeting with no changes. A roll call vote was taken:
Ayes: Cunningham, Carmody, Pawlak, Studebaker
Nays: None
Abstain: McGleam
Motion passed

II. CHAIRMAN'S COMMENTS

Chairman Studebaker greeted the audience and asked anyone in the audience who was planning on speaking to stand and raise his/her right hand. He then administered the oath.

III. PUBLIC HEARINGS

A. CASE 2024-04 – 814 STATE STREET VARIATION

Chairman Studebaker called for a motion to open the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner Carmody to open the public hearing for Case #2024-04. A roll call vote was taken:
Ayes: McGleam, Carmody, Cunningham, Pawlak, Studebaker
Nays: None
Motion passed

Staff Presentation

Jamie Tate, Consulting Planner, said the applicant is requesting relief from the Village's minimum parking requirement to open a restaurant at 814 State Street. The restaurant is allowed in the B-1 zoning district but the minimum parking requirement is not met for the size of the parking lot which brings the request for the variance. A restaurant use requires one space per 100 square feet of gross floor area. There is an existing attorney title office that is in the neighboring unit. The office use parking requirement in the code is one space per 300 square feet which requires five parking spaces. The proposed restaurant requires 23 parking spaces. The plaza has approximately 24 spaces as it is striped.

The neighboring business to the south, Petr's Deli, has seven parking spaces that are not on the same property. They do rely on the drive aisle that provides access to both businesses. There are parking spaces on the side of 814 State Street that require access through Petr's Deli. Both properties have separate owners and users but work together requiring access to each other's property. The applicant has been working with the business across the street to utilize their parking lot for their employees to help alleviate some of the parking. The proposed property is surrounded mostly by residential R-4A with single-family homes. It is adjacent to R-6 which is the multi-family district to the north.

Mrs. Tate stated the property has existed for a while and was previously occupied by a cleaner which is now the attorney's office and Celina's deli. It was purchased within the last several years and has been upgraded. The proposed restaurant is proposing to have 48 dining chairs, 16 bar seats, and five gaming chairs for a total of 69 seats. It is between 2,300 and 2,400 square feet. The parking lot was restriped and there is some concern if you drive-through it where aisles do not seem wide enough. Moving forward there should be some consideration for removing some parking spaces. One of staff's conditions is to do a formal plat with existing conditions so it is noted what the dimensions are. There does not appear to be any shared access agreements or cross-access between the properties. If this moves forward there should be a formal agreement that is drafted between the two properties.

There are three standards for variations. The first is that the request is in harmony with the general purpose and intent of the UDO. Second, the plight of the owner is due to unique circumstances, and strict enforcement of the code and regulations that would result in practical difficulties and hardships due to special and unique conditions. Lastly,

the variation will not alter the essential character of the locality and will not be a substantial detriment to the property.

Mrs. Tate said staff has met a couple of times with the applicant and their architect. They did talk about the parking variance that would be required. They did reduce the number of tables from the original proposal to a more appropriate number for the size and the parking lot. They also added a secondary exit door to the north which was a request of the Fire Department. There is concern as to where the location of the garbage dumpster would go since the back of the building is a small space. The situation was brought forward to the Liquor Commission who were open to a restaurant located here. They were encouraging the applicant to go through this public process for the parking variance and see how it goes through.

In conclusion, a restaurant use is allowed in the B-1 district and this will fill a space that has been vacant for a while. While the use is allowed the adjacent parking lot does not contain enough parking spaces according to the UDO. If there are some proper signage, agreements, and procedures the opportunity could exist for the restaurant to occupy the space even without the abundance of parking. With it being so close to residential there is the hope that a lot of patrons will walk to the establishment. If the Commission chooses to recommend approval there are some conditions that are listed in staff's report. She then read through those conditions.

Chairman Studebaker asked if any of the Commissioners had questions for staff.

Commissioner Pawlak asked what the business was across the street that was sharing parking.

Mrs. Tate stated it is a lab office that does not utilize all of their parking.

Chairman Studebaker said normally staff will give their recommendation as to whether they recommend approval or not. He asked if there was a reason as to why it was not given on this application.

Mrs. Tate stated staff received some public input in regard to safety and the alley. There are several residents here this evening that want to speak so staff did not want to formulate an opinion on it before public comments are heard. Some conditions were provided by staff but based on public comments additional conditions can be added by the Commission if needed.

Commissioner Pawlak asked if they knew what type of restaurant and the hours of operation.

Mrs. Tate said it is a typical bar/grill with pub food. The applicant can speak about the hours.

Commissioner Cunningham asked if they knew if the attorney's office was open on the weekend.

Mrs. Tate stated she thinks it is Monday through Friday.

Commissioner Cunningham said that the proposal states that the dumpster will be behind the building but he does not believe it will fit back there. If it cannot fit back there then it will be visible from State Street.

Mrs. Tate stated she thinks they might want to share a dumpster with Petr's Deli. She agrees that a dumpster will not fit back there.

Chairman Studebaker asked if the applicant could come up and make a presentation.

Applicant Presentation

Samer Akkawi, the applicant, said he plans to build a vestibule that encloses the dumpster for Petr's deli and either add a container or increase the size. He does not believe it will fit in the alley but he does not want to lose another parking spot. The lab across the street is used for storage according to the Office Manager and there is only one car there a day. He has a pending agreement to where his staff would have signage on their windshield so they can park there. He has a call to the accountant but due to the time of the year, he does not expect a call back for a couple of weeks. If they need to restripe the area to the south to make it flow smoother, than they will. They will assume responsibility for having the proper signage and directing traffic to all three exits. They will address anything else that is brought up by the public and the community. They have had several interviews with different chefs with different ideas. They have not picked one yet but they plan on an upper-scale environment.

Commissioner McGleam asked what the expected hours of operation would be.

Mr. Akkawi stated the kitchen will be open from 11 a.m. to 11 p.m. seven days a week.

Commissioner Cunningham asked if he has managed any other restaurants.

Mr. Akkawi said he was the founder of Hamilton's Pub in Lemont and Mullets in Homer Glen which is now Front Row. He currently is a part owner of a brewery in Chicago.

Commissioner McGleam asked if employee parking was included in the calculation of square footage when parking is calculated.

Mrs. Tate stated she would think so because it doesn't differentiate from it.

Chairman Studebaker asked if someone has a shared arrangement for parking what happens if one of those arrangements goes away.

Mrs. Tate said it could be written in the agreement that there needs to be a number of offsite parking provided.

Chairman Studebaker asked what if the attorney's office leaves and another establishment goes in that might need a larger amount of parking.

Mrs. Tate stated if that would happen then you would put the cap at five parking spaces for that unit. So if another office or retail space goes in then it will be okay, but if anything else goes in there that might need more parking then it would have to go through this process.

Chairman Studebaker asked if there were any further questions from the Commission for staff. None responded. He then asked if there was anyone in the audience who wanted to speak in regard to this public hearing.

Public Comment

Thomas Motyka said he is against this proposed bar because this is a residential neighborhood. There are enough problems with the traffic on State Street. He does not want a bar that is located next to his home. The parking would be in his backyard. He asked if they were planning on having security there. Mixing liquor and people is not a good match and he would be disappointed if this goes through. If you want to open up a convenience store here he would not have a problem but a restaurant/bar is not suitable.

Hisham Greiss stated he is the owner of the lab at 807 State Street. He never agreed to share the parking lot. This is a high-tech lab that serviced over 1,500 Covid cases a day during the pandemic. It has been claimed that they are using it as a storage area but that is wrong. They just signed contracts with nursing homes and they anticipate within the next couple of weeks they will be fully staffed like it was during the pandemic. State Street is very small and during the day they might be getting supplies. He is concerned if there is parking on Short Street it might hinder his deliveries. He wished nobody claimed that they approved the parking here and he finds it insulting.

Kim Walter said she has lived at her residence for 34 years. People are urinating on the street and throwing garbage on the sidewalk. She can no longer clean up other people's trash. There is so much traffic that she can barely get out of her driveway. She asked what would happen when the drunks come out at night. There is going to be gaming and loud music. There will be cars that are leaving late at night that will be loud. This is not the place for this type of establishment. The applicant should go buy Purple Onion in Homer Glen where there is plenty of parking.

Cindy Motyka stated she does not want a bar right by her house. There is enough traffic, trouble, and noise where she lives now. She does not want the people drinking or the trash that is associated with it. This is her home and where she loves to be.

Ray Morandi said he feels there will be a concern with any use that will go in there. One thing the residents need to understand is that they are living in a bi-retail building in a retail district. He is also the broker for the building as well. The residents have to realize what the climate of clientele is. This by far is the best use he has received. He has had multiple Hookah lounges and liquor store uses. It is a retail building and at some point, there has to be a use there.

Chairman Studebaker asked if it would be a full bar or just beer and wine.

Mr. Morandi stated it will be a full bar but it is not just a bar. There will be a full menu also. There are a lot more negative uses that could go in there. The applicant has a background in this type of use and has been successful.

Mrs. Tate said there is a tavern use which is what a bar would be and there would not be food there. A restaurant is mostly food that is served and that is what the applicant is planning. Taverns are a special use in B-1 and Hookah lounges are not allowed in the Village at all.

Kelly Valenziano stated she is about four houses away from this building. She can see both sides. You do want vibrancy in the community and they don't want empty buildings in the community. You hope that people driving through the community will stop and spend their money here in Lemont. She agrees that State Street has become much busier over the years. If this is the best offer compared to other less attractive offers maybe there could be a compromise and not have it open as late as 11 p.m. If the kitchen closes at 11 p.m. then people will not be leaving until midnight. She understands the concern about having patrons leave so late at night and being loud. This sounds like a nice idea especially if it going to be a nice restaurant like the applicant stated. She would not encourage the gaming aspect and focus more on the food. Her recommendation would be to decrease how late the restaurant is open.

Sam Baracco said he is part owner of the building and is also a resident of Lemont. The building today is a great improvement to the area. He has put a lot of time, money, and effort into improving the building. As far as the parking is concerned, they do have in writing an agreement with Petr's Deli. They can get in and out of the parking lot but they can't. Petr's Deli could have been an apartment at one time and it was converted, but their property has always been commercial. They are allowing them to use their parking lot to get in and out. They have repaved and restriped the parking lot, painted the building, put a new roof on, and put in new air condition units. They have done everything to do things the right way and they hope the Village will do the same when they look at a tenant. They have had difficulties filling the unit. They agreed to take the restaurant on because they want the best not only for them but for the community. As far as the traffic on State Street, that has nothing to do with them. This is a great community and an ideal location where people can pick up food as they are heading home.

Commissioner Cunningham asked if they had considered getting rid of the north entrance on the property to add more parking stalls. It might mess up the egress through the parking lot but it could add a few stalls.

Mr. Baracco stated they could consider that. The attorney is gone by 4 p.m. or 5 p.m. and the deli has clients mostly during the day. By the time the restaurant would be doing its maximum, the attorney's office would be gone and Petr's Deli would not have much business. Once Petr's Deli is closed for the day they would have close to 30 spots.

Commissioner Cunningham asked if the attorney's office had any concerns with the parking.

Mr. Baracco said they were excited. They will be able to invite their clients to lunch.

Chairman Studebaker stated their concern is what could go there if the attorney's office leaves. This is why they are pushing for more parking.

Mr. Baracco said he has had a chain of restaurants. The issues are valid but this business has been vacant now for 10 years. They have taken a huge risk investing in this property. If the Commission feels that closing that south entrance would be beneficial then they could look into it.

Chairman Studebaker stated closing that entrance might cause an issue with the Fire Department.

Commissioner McGleam confirmed that they are here tonight for a variance for the number of parking spaces and the restaurant is an approved use already.

Mrs. Tate said that is correct.

Commissioner McGleam stated if the footprint was smaller that would decrease the number of required parking spaces and then they would not need the variance.

Mrs. Tate said staff did discuss that with them. The applicant and the architect did not want to do that and wanted to do it the correct way.

Commissioner McGleam asked if the applicant could satisfy the number of parking spaces by having offsite parking.

Mrs. Tate stated this Commission can consider it as part of the ordinance, but there needs to be some type of formal agreement that is in writing.

Jason Berry, Community Development Director, said if the Commission is in favor of shared parking there is something in the UDO where they have to execute an agreement for shared parking. The shared parking can be located within 250 feet of the land use.

Mr. Baracco stated they have that document signed.

Ms. Walter asked if they are taking into consideration that there will be delivery trucks and garbage trucks. There is no way that a dumpster will fit in that alley. Celina's had their dumpster on the side of the building because it did not fit in the alley. The delivery trucks for Petr's Deli park right in the middle of that parking lot going east/west. She asked where would delivery trucks go for this business. The problem she has is not the restaurant but rather the hours and the liquor. There are plenty of bars in this town.

Mr. Motyka stated he has no problem putting retail here. This restaurant will not affect any of the Commissioners. He has seen a lot of changes in Lemont both good and bad. He asked if the delivery trucks were going to park in the turning lane to make their deliveries. Traffic is the number one issue with having this here. Cutting off that north entrance is a bad idea because trying to get through that parking lot is hard enough. The lot is so small and he is concerned that he will have people parking in his backyard. He will have to live with their decisions 24/7. His other concern is the hours and the fact that bars can be open to 2 a.m. He has had enough with people urinating in his yard and he does not want to think about what will happen if someone leaves here intoxicated. He feels like this is a done deal but he hopes they will consider the people who live in the area.

Mr. Greiss said he has a business that has been thriving in this area for a couple of years. During the pandemic, they were one of the first responders. He does not object to anything within the ordinance. The accountant always has a shortage of parking spaces and starting on April 12th they will have a full parking lot. He does not feel it would be right to delay services to seniors because the supply truck had to deliver liquor to the restaurant.

Chairman Studebaker asked if their business was across the street and did they not give permission for people to park in their parking lot.

Mr. Greiss stated that is correct.

Lisa Norris, Norris Architect, said she wants to clarify that a restaurant can go in this space. This will not be a cheap restaurant. The other option that they have explored is taking less space which would require fewer parking spaces. That will leave part of the building open for something else to go in there. Liquor store hours can be much later than this restaurant. It is to the town's advantage to let him have that whole space. She invites the public to go and see the other restaurants that he has been involved with. You need to see the type of people who attend those restaurants.

Ms. Walter stated she has been to Hamilton's and it is a nice place to eat. The only time they are full is when there is a sporting event going on. What Mr. Greiss is worried about is that he will not get his medical deliveries. Cars will be parked on Short Street so the trucks will not be able to make a delivery. The trucks will leave if they are not able to get in there to make a delivery. The Village had a fit when she opened up her dog grooming

business out of her house. The Village made her move to an establishment that she has been fighting every day trying to afford because she was told it was too much for State Street. Now this is going to be compromised. She does not care that it is a restaurant. It is the drinking and it should be limited to beer and wine only.

Ms. Valenziano said to please the man who has the business on Short Street, they can stripe off an area where nobody is allowed to park. This way, deliveries can be made to his establishment.

Luda from Petr's Deli stated they are open six days a week Monday through Friday from 8:30 a.m. to 7:30 p.m. and Saturday from 8:30 a.m. to 6 p.m. People are in and out but they do get busy. Last month on March 21, 2024, they counted the cars in the parking lot. At 6:30 p.m. there were 15 cars, at 7 p.m. there were 21 cars and at 7:45 p.m. there were 17 cars. The attorney can have eight to ten cars and they can be there for an hour or two. She is not against the restaurant and feels it is a wonderful idea, but again the parking is a concern.

Mr. Akkawi said he respects anyone who is in business. He does not value someone's argument that there were 17 cars when they only had five spots to use. A future business owner is unable to come in and follow all the rules when the existing business is not. In regard to the parking across the street, he has never been blindsided so badly in his life. He had several conversations with the office manager at the lab. The last conversation he had was about how much he was willing to pay. This is the first he heard that there has been any opposition to a shared agreement. He apologizes to everyone because he did not know that this wasn't a deal.

Commissioner McGleam asked if he had another plan. The restaurant use is permitted and is not part of the review today. It is only four parking spaces short of what is required.

Mr. Akkawi stated the other plan is to take up less space. They were trying to avoid getting into the technicalities of a third tenant. However, they could follow the code and shrink it down and then not worry about coming back.

Chairman Studebaker asked if they should continue this public hearing.

Mrs. Tate said there could be a condition that there is a mutual agreement in writing in order to recommend approval. It does not need to be with the lab across the street but as long as it is within 250 feet. There is the accountant across the street.

Commissioner McGleam asked if he wanted them to vote on it with the condition of off-street parking or does he want to redesign it.

Mr. Akkawi stated he would do anything within reason to comply. He will redesign but that eliminates the property owner from ever being able to rent out that last 300 square feet because there will be no parking left. That property owner will lose out on revenue

or they can make it so no third business comes in. The architects are here so he can redesign it and not come back if that is what the Commission wants.

Chairman Studebaker said one way is to redesign it so it is within the code.

Commissioner McGleam stated the other option is that he secures offsite parking within 250 square feet. So there are two options.

Mr. Morandi asked what if they close off the access to the south. If there is no shared agreement with Petr's Deli what would that do to that business.

Mr. Baracco asked because of their consideration for that business are they hurting themselves. They are talking about four spaces and that is if the whole parking lot was full at one time. If they close off that south entrance then they will get all the parking they need. They don't want to do it that way and they want to be a kind neighbor.

Commissioner McGleam said they are just giving options and they want to see them meet the requirements.

Mr. Baracco stated his options are they have to comply with the code. In doing so, that code allows them to put someone out of business. If they get those four extra parking spots then they would be compliant with the code. He wants to make it clear that he is against this because he is being put in a financial situation by this being presented to them.

Mrs. Tate said there is talk about closing an access. The Fire Department provided feedback based on the way it was presented. She is not sure how they will feel about an access being closed. The entire access is not on 814 and 816 State Street. It is also on Petr's Deli property. For them to access the side parking stalls on the south side of the building, they would have to go onto Petr's Deli property. They need to work together so that is why there needs to be something official between the two properties. The code is specific where it states all parking and maneuvering for a business has to be done on that property. There is no existing survey. She wants to make it clear that it is slightly shared. This was all done well before the code was created.

Chairman Studebaker asked if they should leave the public hearing open and continue it.

Mrs. Tate stated the Commission does have a lot of information and can always make conditions. It would be helpful to have an existing survey done that shows where the striping is located and that would be helpful to have before going before the Committee of the Whole. She does not feel it needs to be continued and they have a good idea of what the public is looking for.

Chairman Studebaker asked if there was anyone else who wanted to speak in regard to this public hearing. None responded. He then called for a motion to close the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to close the public hearing for Case 2024-04. A roll call vote was taken:
Ayes: McGleam, Cunningham, Pawlak, Carmody, Studebaker
Nays: None
Motion passed

Plan Commission Discussion

Chairman Studebaker asked if the Commission had any further comments or questions. None responded. He then called for a motion for a recommendation.

Plan Commission Recommendation

Commissioner McGleam made a motion, seconded by Commissioner Pawlak to recommend to the Mayor and Board of Trustees approval of Case #2024-04 – 814 State Street Parking Variation with the following conditions:

1. Provide a plat of survey for both 816 State Street and 814 State Street properties with existing conditions in order to understand property lines. A clear striping plan should be submitted, reviewed, and approved by the appropriate departments (i.e. zoning, building, fire) to ensure proper maneuvering and access. Provide an access easement for legal access to parking on both the properties at 814, 816, and 818 State Street.
2. Explore coordination with neighboring businesses to share a dumpster and relocate to a safe location with proper screening to improve visibility when exiting the parking lot into the alley. The dumpster should not be visible from State Street.
3. Provide appropriate traffic safety upgrades, such as traffic mirrors and signage, in the alley for traffic exiting the subject property into the alley. Once a striping plan is received, it can be circulated to the Village's traffic consultant and engineer for review and suggestions.
4. Provide bike racks to encourage non-vehicular modes of transportation to the locale.
5. The applicant must meet the minimum parking stall requirement outlined in the zoning ordinance for a B-1 use and/or the requirements outlined in the Unified Development Ordinance for offsite parking in a fully executed agreement.

A roll call vote was taken:
Ayes: McGleam, Pawlak, Cunningham, Carmody, Studebaker
Nays: None
Motion passed

Commissioner McGleam made a motion, seconded by Commissioner Carmody to authorize the Chairman to approve the Findings of Fact for Case #2024-04 as prepared by staff. A roll call vote was taken:
Ayes: McGleam, Carmody, Cunningham, Pawlak, Studebaker
Nays: None
Motion passed

B. CASE 2024-03 – ILLINOIS PRELIMINARY PLANNED UNIT DEVELOPMENT

Chairman Studebaker called for a motion to open the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to open the public hearing for Case #2024-03. A roll call vote was taken:
Ayes: McGleam, Cunningham, Carmody, Pawlak, Studebaker
Nays: None
Motion passed

Staff Presentation

Mrs. Tate said the applicant John Grele, who is represented by architect Simon Batistich, is requesting approval of a Preliminary Planned Unit Development (PUD) and also a plat of subdivision for a four-unit townhome on vacant land that is located approximately at the northwest corner of Grant and Illinois Street. It is currently the rear yard of the property at 608 Main Street. Townhomes are an allowed use in the Downtown District (DD), but other factors trigger the PUD process such as deviations from the Unified Development Ordinance (UDO). Also, any development in the downtown that is on a lot greater than 10,000 square feet requires a PUD. The Main Street lot is 20,000 square feet and they are looking to subdivide it to 10,465 square feet.

The townhomes would be surrounded mostly by the downtown zoning except for across Illinois Street which is R-4A zoning. Mr. Grele is the property owner of the property at 608 Main Street and the property that is located to the west. The Comprehensive Plan shows the land use as Mixed Use which is most of the downtown area. Also, in the Comprehensive Plan, there are goals and objectives that talk about increasing the residency in the downtown area, increasing local shopping, and adding vibrancy with a cohesive mix of housing types while maintaining the community's character. Lemont's small-town charm can be supported through design features with new developments that foster community interactions. Generally, the proposal is consistent with the Future Land Use Goals. Some design features that are mentioned would be front porches that can add to the small-town charm and create interaction through townhome units.

Mrs. Tate stated the downtown is unique in the fact that it does not require on-site parking when you have lots under half an acre. The applicant is providing two parking spaces inside the garage along with 19-foot long driveways which would allow for guest parking. There will be two curb cuts on Illinois Street. The driveways are a 40-foot driveway apron with 38-foot wide driveways which is a deviation from the UDO. These are deviations that were not mentioned in the staff report. The code requires a maximum

of 36 feet wide driveways with 22 feet at the property line and 24-foot curb cut aprons. All the access and curb cuts do require approval from IDOT. With the access on Main Street, there is the opportunity for rear-facing garages which would eliminate the approval from IDOT. It would also help reduce traffic conflicts by adding those driveways to Main Street.

The design shows brick and siding. The front-loaded garages are a deviation from the code as well. Garages in the downtown are required to be accessed from an alley and there is no alley here. When there is no alley they can access from the street but it has to be 20 feet from the front plane of the house. It also talks about garages that have access from the street should not have garage doors no wider than 10 feet. They are showing garage doors that are wider than 10 feet. Off-street parking should be behind the principal building rather than the front. Also, all off-street parking should be 10 feet from the right-of-way and it is right on the property line.

Mrs. Tate said there is a specific list of architectural standards and generally it meets these standards. Some that stood out were about multi-story homes having expression lines. Expression lines shall be molding extending horizontally a minimum of two inches. During the TRC review, staff will list out all the codes that might apply to this property and ask for a response to those specific architectural details. She is hoping to get that response from the applicant so she can list how it does and does not meet these standards. The front setback should be between 0 and 10 feet and their front setback is between 18 and 19 so it can accommodate those front-facing garages. Lastly, is the deviation for the curb cut and driveway which was mentioned.

There are also PUD objectives but they have to do with big subdivisions and don't apply here. One that might apply is to ensure that future growth and development occur in accordance with the policies and goals of the Village. Some of the Comprehensive Plan's goals and objectives that may or may not be met are based on the deviations that were mentioned. Staff did not get a narrative on how they were meeting those or not meeting those through the application process. The development could better align with some of the goals and policies of the Village by meeting more of the UDO requirements. The applicant did meet with staff for a TRC meeting. The plans have not changed from the meeting, except for the width of the driveways. The applicant needs IDOT approval for the curb cuts and connections. The landscaping plan is coming at a later date and the Fire Department had a comment about sprinklers.

Mrs. Tate stated in conclusion, townhomes are allowed in the Downtown district. A residential development on an infill lot with infrastructure readily available is in line with the goals and objectives of the Comprehensive Plan. There is an opportunity with the

unique ownership and the curb cuts that exist to adhere more to the UDO and provide a more cohesive and safer development. The application when turned in was not fully complete and staff did not receive responses from the TRC comments that were given to the applicant. The applicant had put their sign up and sent the notices out prior to staff stating that the application was complete. Staff did allow the applicant to come before this hearing even though the application was not complete.

Commissioner McGleam said staff had put together a very comprehensive comment list. He asked if staff received any written response.

Mrs. Tate stated no.

Commissioner McGleam said he is not sure how they can review this without that.

Mrs. Tate stated the code is very specific when it comes to the architecture in the Downtown and she would like help with that part.

Commissioner McGleam said asking that the garages be facing Main Street is a substantial change to the design. He asked if staff knew if they had agreed to that or not.

Mrs. Tate stated she does not believe so. The applicant has the right within the PUD to ask for any relief and that is what they are doing. They decided to continue even with the comments that were given.

Commissioner Cunningham asked if this was on five parcels. There is a very old plat of survey that is not correct on the last page of the packet. There is also a lot of reference to vacant land here but according to the plat, the property that is currently on it covers the new lot with the townhouses. So that is not vacant and there are two properties on that single lot. There is talk of subdividing but it needs to be adjoined before it can be subdivided.

Mr. Berry said the applicant did something similar at Illinois and Porter. It was the same situation where you had a single lot all the way across. If this moves forward the property on Illinois Street would have to be on its own lot which may or may not meet the UDO because they have not seen a proposed plat of subdivision.

Commissioner Cunningham stated if it was subdivided they could not review it because they don't know if it will meet the setbacks.

Mr. Berry said if it did or didn't as part of the PUD it would be an additional deviation. This is why the applicant was encouraged to go through as a PUD because of all the deviations.

Chairman Studebaker asked if there were any further questions from the Commission for staff. None responded. He then asked the applicant to come forward to make a presentation.

Applicant Presentation

Simon Batistich, the architect for the applicant, stated there are two parcels which is 608 Main Street that goes all the way to Illinois and then there is a narrow 30-foot wide piece that is off of Illinois. They are planning to divide the property at 608 Main Street and then add that small piece. The owner recently put a lot of money into the 608 property with a new garage and parking. There are a lot of challenges on this lot with the grading. They are trying to use the building itself as a retaining wall. The units will be rented out so the intent is not to break it up further into smaller lots. They appreciate everything that was brought up in the TRC, but the owner thought it was important to get a feel to see where the Village is at with this. For the applicant, it is not feasible to come off of Main Street. Looking at 608 and subdividing the lot they feel they will meet any setbacks. If there are any variations then they will submit it as part of the PUD.

Chairman Studebaker asked if there was an alley put in do they know where it would go.

Mr. Batistich said he is not sure where it would go and there is quite a bit of grade.

Commissioner McGleam stated if you look at the topography from the back of the site to the existing parking lot there is probably a seven to eight-foot drop. The further east you go the more steeper it gets. He asked what is their willingness to meet some of these other setback requirements.

Mr. Batistich said it would be difficult to bring the building forward. He is not sure what they will gain by doing that. The smaller details of the UDO they will be happy to meet like the architectural design features. The idea that the setback itself should not be more than ten feet is because of the garage access. Even though parking is not required they prefer to have parking.

Chairman Studebaker asked if there were any further questions from the Commission for the applicant. None responded. He then asked if there was anyone in the audience who wanted to speak in regard to this public hearing.

Public Comment

Molly Murtaugh stated that parking on Illinois Street is a huge concern. While having driveway space for tenants is a bonus, they will be losing well over 100 feet of parking on Illinois Street. People park on Illinois Street for summer concerts downtown and when there after school activities at the high school. There is a fire hydrant about 30 feet past the lot line so that eliminates even more parking space. They are open to having townhomes there and feel it will be very nice. She does agree having the garages on the rear side would be a benefit. If these driveways do go in she would recommend having a traffic study done. There have been more than four accidents on Illinois mostly due to reckless driving and there are no stop signs in the whole stretch from the high school to the downtown. She understands that this is an IDOT road but she feels having a stop sign in between there might slow some of that traffic down.

Ron Gilbert asked if the cars were going to have room to turn around to exit onto Illinois Street. The visibility to Illinois is very difficult because there is a lower elevation. He would like everything kept on Main Street and it would be better for the people living there. Illinois Street does get more traffic than Main Street.

Commissioner McGleam said at 851 Illinois Street there are townhomes that have front-facing garages.

Mrs. Tate stated it is different but staff did look at that one.

Commissioner McGleam said there is a greater setback and a half-circle drive that goes through there. This is why he asked if there is an opportunity for them to modify their design to possibly create something like that.

Mrs. Tate stated it is hard to compare the two because they are different. A lot of it changed because IDOT only allowed the one curb cut.

Commissioner Cunningham asked what the process is for completing the PUD application to authorizing the posting of the public meeting signage.

Mrs. Tate said any case that requires public notice has to be turned in by a certain date and then staff reviews the application. First staff will publish it in the newspaper prior to the applicant having to put a sign up and the mailings. The sign was up prior to the due date of the application.

Mr. Berry stated the notice was legal.

John Grele said he has had this property for over 20 years and could not afford at that time to build anything. At the Sullivan property, you are turning into the traffic and at this property you have a little bit of room. The issue with accessing off of Main Street is that the hill is so high and it is solid rock there.

Mr. Batistich stated there is an eight-foot drop back there. Nothing is impossible but it isn't easy.

Mr. Grele said he does not want to take up all the property and is leaving some grass there. On the property on Main Street, he just put a new roof, new siding, and a new porch. The building is clean and in nice shape. He cannot afford to knock the garage down so he can build it up. It would not be feasible for him.

Commissioner McGleam stated staff did not provide a typical list of recommendations. He asked if this was because she had not received a response to her original comments.

Mrs. Tate said yes. It is currently not a complete application at this time. The applicant did work at getting a topographic plan and preliminary engineering.

Commissioner McGleam asked if they should continue the public hearing until they get all the information needed. He is not sure how to come up with a list of recommendations besides needing IDOT approval.

Commissioner Cunningham stated the landscape plan is missing. It is hard to make recommendations on things that they don't even have a plan for.

Commissioner Carmody recommended that the applicant look at the case for 513 Porter because it is very similar to this case.

Chairman Studebaker said they should keep the public hearing open and continue it to the next meeting to give the applicant time to complete the application and make any necessary changes based on testimony this evening. He then called for a motion to continue the public hearing.

Commissioner Carmody made a motion, seconded by Commissioner McGleam to continue the public hearing for Case #2024-03 – 609 Illinois Townhome PUD to the next regularly scheduled meeting on May 1, 2024. A roll call vote was taken:
Ayes: Carmody, McGleam, Cunningham, Pawlak, Studebaker

Nays: None
Motion passed

IV. ACTIONS ITEMS

None

V. GENERAL DISCUSSION

Commissioner McGleam asked what the status was for Riley's Meadow subdivision.

Mr. Berry said that is the same developer for Derby Pines and they had some legal issues. They have reorganized and they expect the project to continue soon. The Building Commissioner was out there yesterday meeting with some of the adjacent property owners who have been upset about the condition of the property and how it was left.

Chairman Studebaker asked staff about the Commission getting together for a public meeting and being able to go and see different approved subdivisions so they can see what has worked and where they can make improvements.

Mrs. Tate stated they will have to do a public notice so staff will look further into it.

VI. AUDIENCE PARTICIPATION

None

VII. ADJOURNMENT

Chairman Studebaker called for a motion to adjourn the meeting.

Commissioner Pawlak made a motion, seconded by Commissioner McGleam to adjourn the meeting. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

Minutes prepared by Peggy Billig

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: GPWC Memo of Understanding
DATE: April 15, 2024

SUMMARY/BACKGROUND
The Greater Prairie Water Commission (GPWC), being represented currently by the City of Joliet, has identified a 15+- acre property at 12550 Bell Road within the Village of Lemont to locate an intermediate pumping station and storage standpipe necessary to serve the water system Joliet/GPWC is in the process of engineering/constructing to serve Joliet and surrounding communities by 2030. The facilities would include at least one standpipe 120+ feet tall by 2030 and potentially one more by complete buildout of the system. Officials from the City of Joliet/GPWC will be in attendance at the meeting to give a brief overview of the project, location decisions and other factors associated with the request.

The Village has identified particular policy concerns with the request and has attempted to work through those concerns with Joliet/Commission via a memo of understanding before the project proceeds forward for the necessary zoning relief it requires. Its expected that the terms of the memo of understanding would need to be incorporated into a development agreement between the Village and GPWC should the special use/planned unit development move through the process.

The facility locating in Lemont and other infrastructure serving it presents challenges and concerns of which the memo of understanding and eventual development agreement along with planned unit development process intends to mitigate. Staff and legal have been discussing policy considerations of which there have been some areas of cooperation. One of these areas includes potential participation in the commission. Lemont is not a member of the commission but would have an option to join as a wholesale member and capacity would be saved for a period of time, as one of the terms of the agreement. Another coordination item is the donation of unused property at the site to the Village to eliminate the uncertainty of excess land and also provide for a likely connection point for potential water connection and other public uses.

The Village has policy concerns that Joliet/GPWC are unwilling or unable to accommodate at this time. Areas in which Joliet/GPWC are unwilling or unable to coordinate solutions after discussions on the topics include the following.

- coordination to avoid right-of-way conflicts with current and future Village projects - installing transmission main at depths necessary to avoid potential conflicts and future maintenance issues.
- concerns the Village has with Joliet/GPWC being able to serve in unincorporated areas adjacent to Village boundaries without Village consultation.
- coordinating joint utility construction projects and obtaining easements if necessary

along key corridors where both entities are planning utility extension projects.
- coordination and cooperation with Lemont's construction of a bike path on 131st Street (expected utility path of GPWC around same timeframe of construction of path).

The committee meeting on April 15th is intended for an overall project update and for clarification on Joliet/GPWC's positions on these and to facilitate any additional direction on the project before it formally enters the process.

ANALYSIS

Consistency with Village Policy
Other Subheadings, as applicable. Please Specify in Analysis Field.

STAFF RECOMMENDATION
Discussion

BOARD ACTION REQUESTED
Discussion

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO: Village Board Committee of the Whole Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: Discussion of Potential Second Amendment to Redevelopment Agreement Northwest Corner of Illinois Route 83 & Main Street
DATE: April 15, 2024

SUMMARY/BACKGROUND
The Village approved a Redevelopment Agreement (RDA) with Bluestone Single Tenant Properties (BSTP) in August 2022. With the assignment of the Purchase and Sale Agreements to Lenny's Lemont, a new RDA was needed to replace the August 2022 agreement with BSTP. That redevelopment agreement amendment was approved in June 2023. Since then, the first phase of the overall site has been under construction (Gas n' Wash) and is nearing completion. Phase 2 of the of the project is behind schedule due to market and other related issues and proposed uses and revenue streams may be different than planned. In addition, the developer has proposed new ideas for retail instead of industrial on the western side of the development along with an area for larger trucks to park while visiting the convenience store and restaurant. These changes will necessitate additional entitlements. A new redevelopment agreement amendment may be necessary to reflect changing conditions and continue redevelopment activities. More information will be shared at the meeting along with proposed site plan changes for future phases.

ANALYSIS

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Discussion

BOARD ACTION REQUESTED
Discussion

ATTACHMENTS
O-40-22 Ordinance Redevelopment Agreement Route 83 and Main - Final Executed.pdf
O-21-23 Approving RE Assignments Purchase & Sale NW Corner Rt. 83 & Main Lemont.pdf
O-22-23 Village of Lemont, Cook, Will, and DuPage Counties, a Redevelopment Agreement for the Illinois Route 83 and Main Intersection.pdf
O-23-23 Approving the First Amendment for the Property Located at the Northwest Corner of Illinois Route 83 & Main Street in the Village of Lemont, Illinois.pdf
230385 - 10_Site Layout Plan.pdf

STATE OF ILLINOIS)
THE COUNTY OF COOK) SS
VILLAGE OF LEMONT)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Municipality"), and as such official I am the keeper of the records and files of the Municipality and of its President and Board of Trustees (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and complete excerpt from the proceedings of the regular meeting of the Corporate Authorities held on the 29th day of August 2022, insofar as same relates to the adoption of Ordinance No. O-40-22 entitled:

ORDINANCE NO. O-40-22

ORDINANCE OF VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, APPROVING A REDEVELOPMENT AGREEMENT FOR THE ILLINOIS ROUTE 83 AND MAIN INTERSECTION REDEVELOPMENT PROJECT IN THE MAIN AND ARCHER TAX INCREMENT FINANCING DISTRICT

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than a affirmative vote of a majority of the Corporate Authorities and approved by the Village President on the date indicated thereon.

I do further certify that the deliberation of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the adoption of such ordinance was duly moved and seconded, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for such meeting was duly and continuously posted on the Municipality's website and at the office of Village Clerk at least 48 hours before the meeting, that notice of such meeting was duly given to all to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Lemont, Illinois, this 29th day of August 2022.

(SEAL)

VILLAGE OF LEMONT SEAL ILLINOIS

Charlene Smoller
Village Clerk
by Deputy Clerk
Janet Schatz

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-40-22

AN ORDINANCE OF VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, APPROVING A REDEVELOPMENT AGREEMENT FOR THE ILLINOIS ROUTE 83 AND MAIN INTERSECTION REDEVELOPMENT PROJECT IN THE MAIN AND ARCHER TAX INCREMENT FINANCING DISTRICT

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on August 29, 2022

ORDINANCE NO. O-40-22

AN ORDINANCE OF VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, APPROVING A REDEVELOPMENT AGREEMENT FOR THE ILLINOIS ROUTE 83 AND MAIN INTERSECTION REDEVELOPMENT PROJECT IN THE MAIN AND ARCHER TAX INCREMENT FINANCING DISTRICT

BE IT ORDAINED, by the Village President and Board of Trustees of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, as follows:

SECTION 1: AGREEMENT

That the Redevelopment Agreement for the Illinois Route 83 and Main Intersection project in the Main and Archer Tax Increment Financing District, in substantially the form attached hereto, is hereby approved for and on behalf of the Village of Lemont. The Village President is hereby authorized to execute the same for and on behalf of the Village, pending any final minor changes as authorized and made by the Village Administrator and/or Village Attorney.

SECTION 2: SUPERSEDER AND EFFECTIVE DATE

All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Board of Trustees and approval of the Village President as provided by law.

PASSED AND APPROVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 29th DAY OF AUGUST, 2022.

VILLAGE PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	✓			
Kevin Shaughnessy	✓			
Dave Maher	✓			
Ken McClafferty	✓			
Rick Sniegowski	✓			
Ron Stapleton	✓			

Approved:

John Egofske, Village President

Attest:

Charlene M. Smollen

Charlene M. Smollen, Village Clerk

by deputy clerk Janet Schatz

VILLAGE OF LEMONT SEAL ILLINOIS

ECONOMIC INCENTIVE AGREEMENT TO INDUCE THE DEVELOPMENT OF THE ILLINOIS ROUTE 83 AND MAIN STREET INTERSECTION

THIS AGREEMENT (the "**Agreement**") is entered into this 29th day of August, 2022 ("**Effective Date**"), by and between the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, an Illinois municipal corporation (the "**Village**") and Lemont 83 and Main LLC, a Limited Liability Company of the State of Illinois (the "**Developer**").

ARTICLE 1: RECITALS

1.1 The Village is a duly organized and validly existing non-home rule municipality pursuant to the Constitution of the State of Illinois of 1970 and the laws of the State.

1.2 The Village is engaged in the revitalization of its commercial and industrial corridor including the 16.58 acres located at the northwest corner of Archer Avenue and Main Street as described on Exhibit A (the "**Subject Property**").

1.3 The Village is authorized pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

1.4 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "**TIF Act**"), the President and the Board of Trustees (collectively, the "**Corporate Authorities**") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area" as such terms are defined in the TIF Act.

1.5 To stimulate and induce redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on January 23, 2017, pursuant to Ordinance Nos. O-4-17, O-5-17, and O-6-17, approved the Main Street/Archer Avenue Redevelopment Project Area Tax Increment Financing Eligibility Study, and Redevelopment Plan and Project (the "**Redevelopment Plan**") for an area designated as the Main Street/Archer Avenue Redevelopment Project Area (the "**Project Area**"), which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of "Redevelopment Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act.

1.6 On _____, 2022, the Corporate Authorities adopted Resolution No. _____ entitled "A Resolution of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, to Induce the Redevelopment of Certain Property within the Redevelopment Project Area", to permit the payment of a portion of redevelopment costs to be incurred by the Developer, if eligible under the TIF Act, but only upon approval of a redevelopment agreement.

1.7 The Developer is under contract to acquire the Subject Property and intends to develop it for retail uses. The Developer proposes to undertake the development in two (2) phases:

Phase I: Gas N Wash convenience store, car wash, quick service restaurant with drive thru, and fuel center.

Phase II: An approximately 10,800 square foot retail building with a drive thru lane.

The construction and completion of all four (4) phases shall result in an investment in excess of $16,000,000 by the Developer.

1.8 The Developer has advised the Village that it intends to proceed with Phase I of the plan for the development of the Subject Property at this time and for purposes of this Agreement, Phase I will be collectively referred to as the "Project". All obligations of the Village and the Developer as set forth in this Agreement shall only pertain to the development of Phase I.

1.9 The Developer has advised the Village that it is not economically feasible for the Developer to undertake the Project to develop the Subject Property without financial assistance from the Village due to the extraordinary costs to be incurred for the necessary infrastructure improvements including storm water detention and roadway improvements.

1.10 The Village desires to have the Subject Property redeveloped in order to increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property and to improve the general welfare of the community; and, therefore, is prepared to reimburse the Developer for certain costs associated with the Project, subject to the terms of this Agreement, the TIF Act and all other applicable provisions of law.

ARTICLE 2: DEVELOPER'S OBLIGATIONS

2.1 The Developer has presented a concept plan and drawings for Phase I and Phase II of the Project, a copy of which is attached hereto as *Exhibit B* and agrees to obtain all permits as required by the Village, the Illinois Department of Transportation and all other governmental agencies having jurisdiction over the Subject Property and commence construction of Phase I of the Project on or before May 1, 2023.

2.2 Developer covenants and agrees to complete Phase I of the Project on or before December 31, 2023 and obtain a certificate of occupancy and commence operations of all businesses included in Phase I on or before December 31, 2023.

2.3 The Developer covenants and agrees to submit a concept plan for Phase II of the Project on or before March 31, 2023, which Phase shall include a 10,800 square foot building to be used for retail purposes and on or before December 31, 2023, proceed to apply for all permits as required for Phase II of the Project and commence construction on or before May 1, 2024.

2.4 Within thirty (30) days of receipt of a certificate of occupancy for Phase I of the Project, the Developer shall submit an itemization of all costs incurred in connection with the

Project accompanied by all paid bills, invoices and receipts, for the Redevelopment Project Costs (as such term is hereinafter defined) for the items listed on *Exhibit C* attached hereto.

2.5 The Developer covenants and agrees to pay all fees, fines, utility bills and taxes when due to the Village, State of Illinois, federal government and all taxing districts having the Subject Property within their jurisdiction, including but not limited to all real estate taxes due in connection with the Subject Property during the term of this Agreement.

ARTICLE 3: VILLAGE OBLIGATIONS

3.1 In consideration for the Developer undertaking and completing Phase I of the Project on the Subject Property, so long as no notice of an event of default has been issued pursuant to Article 6 hereof and remains outstanding, and the Developer has satisfied all of its obligations under Article 2 hereof, the Village shall reimburse the Developer an amount equal to the lesser of: (i) the total of the items on *Exhibit C* as evidenced by paid receipts, invoices or bills; or, (ii) $2,500,000 for Redevelopment Project Costs in accordance with the procedures and limitations as set forth in Article 4, provided that the Developer has satisfied all of its obligations under Article 2 hereof (the "**TIF Incentive**").

3.2 Reimbursement of the amount set forth herein shall be made annually from the sources hereinafter defined upon issuance of the certificate of occupancy for Phase I until the first to occur: (i) reimbursement has been made to the Developer for Redevelopment Project Costs incurred in connection with all Phases of the Project in the amount set forth in Section 3.1 of this Article or December 31, 2040.

ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER

4.1 The Village shall have sixty (60) days after receipt of all documentation submitted by the Developer pursuant to Section 2.4 for Phase I to confirm which of the costs incurred by the Developer in connection with the Project constitute eligible Redevelopment Project Costs. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act. The only reasons for determining any cost is not an eligible Redevelopment Project Cost are that such expenditure (i) is not an eligible Redevelopment Project Cost under the TIF Act, (ii) that it was not incurred in connection with the Project, or (iii) that construction of Phase I of the Project was not completed in accordance with the Village Code, applicable building regulations and ordinances and all other applicable laws.

4.2 The TIF Incentive will be provided to Developer by the issuance of a non-taxable note in substantially the from of Exhibit D issued by the Village in the amount of the TIF Incentive ("**Note**"); The principal amount of the Note shall be in an amount equal to the TIF Amount. Interest on the Note shall accrue at the rate of four and three-quarters percent (4.75%) from the date of issuance and will compound annually.

4.3 The Village will issue the Note on or before the date that is 45 days after the Effective Date. The Note issued by the Village pursuant to the terms of this Agreement will not constitute a debt of the Village within the meaning of any constitutional or statutory provision or limitation, and no one shall have the right to compel any exercise of any taxing power of the Village in support of the Note. This Agreement and the Note contemplated by this Agreement will be special and limited obligations of the Village secured solely by fifty percent (50%) of the Incremental Taxes generated from the Subject Property and deposited into the STAF on an annual basis for the term of this Agreement. Neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged in support of any or all obligations arising out of or related in any manner to the Note. The Village makes no warranty or representation, whether express or implied, with respect to the Project or the location, use, description, design, merchantability, fitness for use for any particular purpose, condition or durability.

4.4 The Village has established a special tax allocation fund solely for the Project Area (the "**STAF**") into which the Village shall deposit Incremental Taxes, as hereinafter defined, generated from the Project Area. On December 1 of each year [or, if later, that date which is thirty (30) days following the date upon which the Village receives Incremental Taxes (as defined below) from the final installment of real estate taxes (the "**STAF Allocation Date**")], fifty percent (50%) of the Incremental Taxes with respect to the Subject Property during the period from the immediately preceding STAF Allocation Date to, but not including, the current STAF Allocation Date shall be transferred and deposited into the Developer Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement). All Incremental Taxes deposited into the Developer Subaccount shall be used to reimburse the Developer for Redevelopment Project Costs in an amount not to exceed the TIF Amount and any interest thereon. Payments by the Village shall be applied first to accrued and unpaid interest on the principal balance of the Note and second to the unpaid principal balance of the Note.

The Village's obligation to reimburse the developer under Section 3.1 of this Agreement is a limited obligation payable solely from Incremental Taxes deposited in the Developer Subaccount of the STAF from time to time and shall not be secured by the full faith and credit of the Village commencing December 1 after the issuance of certificates of occupancy for all businesses within Phase I of the Project. In the event that no funds are available in the STAF to reimburse the Developer for all or a portion of the TIF Incentive, such reimbursements shall be deferred until such time as funds become available in the STAF. As used in this Agreement, "**Incremental Taxes**" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located therein over the initial equalized assessed value said parcels, which is $0.00.

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Developer's Representations Warranties and Covenants. To induce the Village to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:

(a) Recitals. All representations and agreements made by Developer in Article 1 are true, complete, and accurate in all respects.

(b) Organization and Authorization. Developer is a Delaware limited liability company duly formed and existing under the laws of the State of Delaware authorized to do business in Illinois, and Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.

(c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of Developer, or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.

(d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of Developer' s knowledge, threatened against Developer that would materially or adversely affect:

(i) The ability of Developer to proceed with the construction and development of the Subject Property;

(ii) Developer's financial condition;

(iii) The level or condition of Developer's assets as of the date of this Agreement; or

(i) Developer's reputation.

5.2 Village Representations, Warranties and Covenants. To induce Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the Village represents, covenants, warrants and agrees as follows:

(a) Recitals. All representations and agreements made by the Village in Article 1 are true, complete, and accurate in all respects.

(b) Authorizations. The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Mayor and Village Clerk to execute and deliver this Agreement.

(c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this

Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.

(d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the Village's knowledge being threatened against the Village that would materially or adversely affect:

(i) The ability of Developer to proceed with the construction of the Project.

(ii) The ability of the Village to perform its obligations under this Agreement.

ARTICLE 6: ENFORCEMENT AND REMEDIES

6.1 Enforcement: Remedies. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

6.2 Notice; Cure; Self-Help. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 6, thirty (30) days after notice of any breach delivered in accordance with Section 9.1 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 6.4 and 6.7; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 6.2, then, except as specifically provided otherwise in the following sections of this Article 6, and in addition to any and all other remedies that may be available either in law or equity, the party affected by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney’s fees and court costs.

6.3 Events of Default by Developer. Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

(a) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in

connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.

(b) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.

(c) Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Article 2, contained in this Agreement.

(d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.

(e) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

(f) Developer's failure to pay the fees and expenses described in this Agreement.

6.4 Remedies for Default by Developer.

(a) Subject to the provisions of this Agreement, in the case of an event of default by Developer, the Village may terminate this Agreement at which point all obligations hereunder shall be deemed null and void, or, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this Agreement.

(b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

6.5 Indemnification by Developer: Agreement to Pay Attorneys' Fees and Expenses. Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property; or (ii) Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the Village or any of the aforesaid parties in connection with or as a result of: (i) the performance of the Village's representations, warranties and covenants under Article 5 of this Agreement; (ii) the Village's default under the provisions of this Agreement; or (iii) the act, omission, negligence or misconduct of the Village or any of the aforesaid parties. If Developer shall commit an event of default and the Village should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of Developer herein contained, Developer, on the Village's demand, shall pay to the Village the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Village.

6.6 Events of Default by Village. Any of the following events or circumstances shall be an event of default by the Village with respect to this Agreement:

(a) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the Village to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.

(b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.

(c) A representation or warranty of the Village contained herein is not true and correct in any material respect for a period of 30 days after written notice to the Village by Developer. If such default is incapable of being cured within 30 days, but the Village begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the Village continues to diligently pursue its cure.

6.7 Remedies for Default by Village. Subject to the provisions of this Agreement, in the case of an event of default by the Village, Developer, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the Village's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers,

agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

ARTICLE 7: GENERAL PROVISIONS

7.1 Maintain Improvements in Good and Clean Condition: Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by Developer of the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by Developer or any agent of or contractor hired by, or on behalf of Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

7.2 Liability and Indemnity of Village.

(a) No Liability for Village Review. Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

(b) Hold Harmless and Indemnification. Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under Article 5 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

(c) Defense Expenses. Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

The Village agrees that upon a successor becoming bound to the obligations created herein in the manner provided herein and providing the financial assurances required herein, the liability of Developer shall be released to the extent of the transferee's assumption of such liability.

7.3 No Implied Waiver of Village Rights. The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.

7.4 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

7.5 Assignment. This Agreement may be assigned by the Developer to any successor-in-interest of the Subject Property or to any tenant of the Subject Property. Any other assignment of this Agreement shall require the consent of the Village, such consent to not be unreasonably conditioned, withheld, or delayed.

ARTICLE 8. TERM

8.1 Term. This Agreement shall be in full force and effect upon its execution by the parties and terminate upon first to occur: (i) reimbursement to the Developer for the entirety of Redevelopment Project Costs incurred in connection with the Project in the amount set forth in Section 3.1 of this Agreement; or, December 31, 2040.

ARTICLE 9. NOTICES

9.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to an email address set forth below, when actually received; provided, however, that if the recipient of the email does not acknowledge receipt, then such notice shall be sent via (a) or (b) of this Section 9.1.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

	with a copy to:
Lemont 83 and Main, LLC	Christopher J. Goluba, P.C.
5277 Trillium Boulevard	5277 Trillium Boulevard
Hoffman Estates, IL 60192	Hoffman Estates, IL 60192
Attention: Mike MacKinnon	Attention: Christopher J. Goluba
Email: mike@banburydevelopmentgroup.com	Email: chris.goluba@golubalaw.com

Notices and communications to the Village shall be addressed to and delivered at these addresses:

	with a copy to:
Village of Lemont	
418 Main Street	
Lemont, IL 60439	
Attention: Village Administrator	
Email:	Email:

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 10. IN GENERAL

10.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

10.2 No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or Developer.

10.3 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

10.4 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

Village of Lemont

By: _____
Village President

Date: 10-17-22, 2022

Attest:

By: Charlene Smollen
Village Clerk by Deputy Clerk Janet Schatz

VILLAGE OF LEMONT SEAL ILLINOIS

Lemont 83 and Main, LLC
By: HPI Management, Inc., its Manager

By: _____
Its: President

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: THE NORTH 50 1/2 FEET OF THE WEST 1 ACRE OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1880 AS DOCUMENT NO. 269297 IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 9 (EXCEPT THE EAST 110 FEET AND THE NORTH 50.5 FEET THEREOF) AND EXCEPT THAT PART OF SAID LOT 9 DEDICATED FOR HIGHWAY PURPOSES ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1929 AS DOCUMENT IN 10298760 COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 110 FEET OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT, THENCE WESTERLY ALONG THE NORTH LINE THEREOF A DISTANCE OF 62.9 FEET TO A POINT, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 160.8 FEET MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID EAST 110 FEET OF LOT 9 DISTANCE 50 FEET NORTH OF THE NORTH LINE OF CHICAGO JOLIET ROAD (SOUTH LINE OF LOT 9) THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 148 FEET, MORE OR LESS TO THE POINT OF BEGINNING, AND EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN THE WARRANTY DEED RECORDED MAY 15, 2017, AS DOCUMENT NO. 1713508033 IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 AND THE SOUTH LINE OF A 1 ACRE TRACT OF LOT 3 IN CANAL TRUSTEE'S SUBDIVISION IN THE SAID SOUTHWEST 1/4 SAID SOUTH LINE BEING 660.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID WEST LINE OF SOUTHWEST 1/4 TO THE SOUTHWESTERLY LINE OF ROUTE 83 AS DEDICATED BY DOCUMENT NO. 12010923 AND RECORDED ON JUNE 11, 1937; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE AFORESAID SOUTH LINE OF THE 1 ACRE TRACT; THENCE WEST ALONG SAID SOUTH LINE OF THE 1 ACRE TRACT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(EXCEPTING THE WEST 33 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART PORTION FALLING WITHIN ROUTE 83 AND

ALSO EXCEPTING THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN THE WARRANTY DEED RECORDED MAY 15, 2017, AS DOCUMENT NO. 1713508033 IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE SOUTHEAST 1/4 (EXCEPT LOTS 1 TO 5 IN BOE'S SUBDIVISION) AND THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: THE SOUTH 198.9 FEET OF LOT 1, EXCEPT THE NORTH 65 FEET THEREOF, IN THE RESUBDIVISION FO THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, EXCEPT LOTS 1 TO 5 OF CHRISTIAN BOE'S RESUBDIVISION OF PARTS THEREOF IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: THE NORTH 65 FEET OF THE SOUTH 198.9 FEET OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BROTHER'S SUBDIVISION OF CERTAIN PARTS THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF LOT 1 IN THE RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BROTHER'S SUBDIVISION OF CERTAIN PARTS THEREOF) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9: THE NORTH 121.17 FEET OF LOT 1 IN DOOLIN AND KIRK S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1 TO 5, BOTH INCLUSIVE, IN CHRISTIAN BOES SUBDIVISION OF

CERTAIN PARTS THEREOF) AND EXCEPTING THAT PART OF SAID LOT 1 IN SAID RESUBDIVISION FALLING WITHIN A TRACT DESCRIBED AS FOLLOWS:

BEGINNING 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF LOT 2 IN DOOLIN AND KIRK S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 TOGETHER WITH THE SOUTH EAST 1/4 OF THE SOUTH EAST ¼ (EXCEPT LOTS 1 TO 5 BOTH INCLUSIVE IN CHRISTIAN BOES SUBDIVISION OF CERTAIN PARTS THEREOF) IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT IN 1149383 BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 ON THE CENTER LINE OF SAG-LEMONT ROAD; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 436 FEET TO A POINT FOR A POINT OF BEGINNING; THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 300 FEET; THENCE NORTHERLY ON A LINE PARALLEL TO THE EAST LINE AND SAID EAST LINE EXTENDED NORTH A DISTANCE OF 415.40 FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE CERTAIN STRIP OF LAND DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT 12010930; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF THAT CERTAIN STRIP DEDICATED FOR

ROAD PURPOSES BY INSTRUMENT RECORDED AS DOCUMENT 12010930 TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 OF SAID DOOLIN AND KIRK S RESUBDIVISION; THENCE WEST ALONG THE SAID NORTH LINE OF LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 (BEING ALSO AN EAST LINE OF SAID LOT 2) TO THE POINT OF BEGINNING,

(EXCEPTING FROM THE AFORESAID PARCEL THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 2 WITH THE WESTERLY RIGHT OF WAY OF A PUBLIC HIGHWAY DEDICATED BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT NUMBER 12010930; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1453.75 FEET AND A CHORD BEARING OF SOUTH 42 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 21.83 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY OF THE AFOREMENTIONED PUBLIC HIGHWAY; THENCE SOUTH 35 DEGREES 36 MINUTES 32 SECONDS WEST A DISTANCE OF 52.25 FEET TO A POINT; THENCE NORTH 29 DEGREES 50 MINUTES 57

SECONDS WEST A DISTANCE OF 66.96 FEET TO A POINT IN THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 48.92 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF LOT 2 OF DOOLIN & KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPTING THEREFROM LOTS 1, 2, 3, 4 AND 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID DOOLIN AND KIRK'S RESUBDIVISION RECORDED AUGUST 30, 1889 AS DOCUMENT IN 1149383 IN BOOK 37 OF PLATS, PAGE 18 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 AND THE NORTH LINE OF SAG-LEMONT ROAD; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 403 FEET; RUNNING THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 300 FEET; RUNNING THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID LOT 2 IN SAID DOOLIN AND KIRK'S RESUBDIVISION A DISTANCE OF 363 FEET TO A POINT THAT IS 73 FEET NORTH OF THE SOUTH LINE -0F.SAID LOT 2, ALSO BEING A POINT ON THE NORTH LINE OF DOCUMENT 21062560; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 303.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THE EAST 1/2, AS MEASURED ON THE NORTH AND SOUTH LINES, OF THAT PART OF LOT 2 OF DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.70 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THEREFROM LOTS 1, 2, 3, 4, AND 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF. RECORDED OF SAID DOOLIN AND KIRK'S RESUBDIVISION ON AUGUST 30, 1889 AS DOCUMENT NO. 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF SAG-LEMONT ROAD 300.00 FEET WESTERLY OF THE SOUTHEAST CORNER. OF SAID LOT 2, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTHERLY ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT 2, A DISTANCE OF 851.40 FEET TO THE NORTH LINE OF SAID LOT 2, BEING ALSO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 578.94 FEET TO THE EAST LINE OF THE

COMMONWEALTH EDISON COMPANY RIGHT OF WAY THENCE SOUTHERLY ALONG THE EAST LINE OF SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY A DISTANCE OF 848.63 FEET TO THE CENTER LINE OF SAG-LEMONT ROAD, BEING ALSO THE SOUTH LINE OF SAID LOT 2; THENCE EASTERLY ALONG SAID CENTER LINE A DISTANCE OF 578.20 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PARCEL OF LAND CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS, IN CASE NO. 69L13193 OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND EXCEPTING THEREFROM THAT PARCEL OF LAND SOUTH OF THE LINE MARKED AS "PROP. R.O.W." ON THAT CERTAIN ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY PLAT, 111TH STREET AND ARCHER ROAD, PARCELS 19 & 20, JOB R-90-088-68, DATED JANUARY 30, 1969) ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: Northwest Corner of Illinois Route 83 and Main Street, Lemont, Illinois

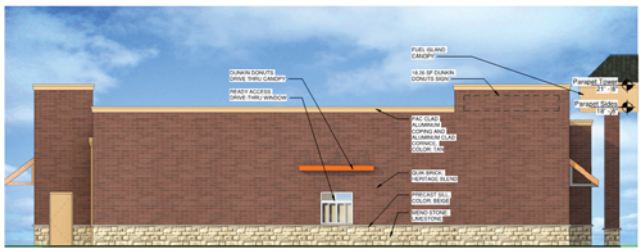
PINS: 22-13-302-003-0000
22-13-302-004-0000
22-13-302-005-0000
22-13-302-009-0000
22-14-401-009-0000
22-14-401-010-0000
22-14-401-017-0000
22-14-401-023-0000
22-14-401-024-0000
22-14-401-028-0000
22-14-401-029-0000
22-14-401-032-0000

EXHIBIT B

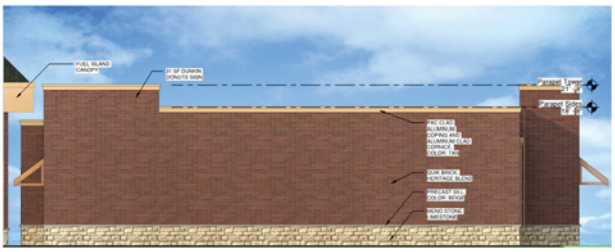
CONCEPT PLAN AND DRAWINGS



1 NORTHEAST ELEVATION
3/16" = 1'-0"



2 SOUTHEAST ELEVATION
3/16" = 1'-0"

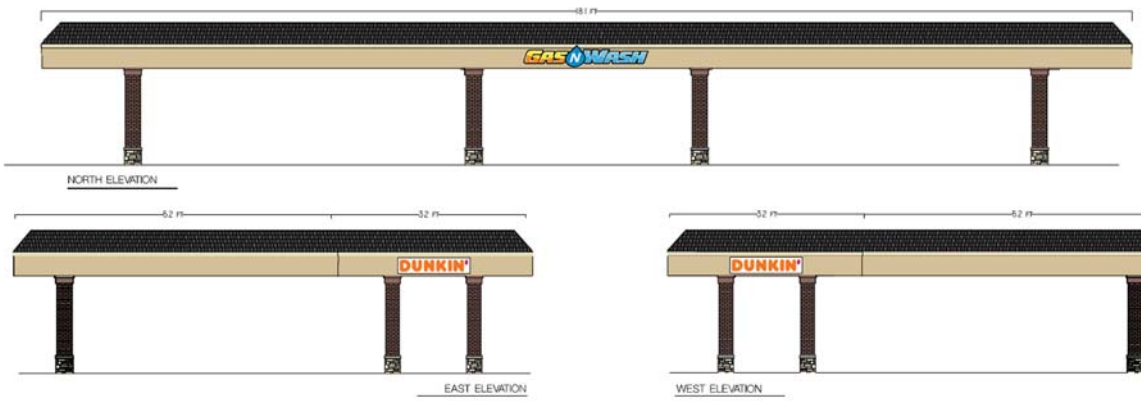


3 NORTHWEST ELEVATION
3/16" = 1'-0"



4 SOUTHWEST ELEVATION
3/16" = 1'-0"


T-PEAK
T-TOWER
T-TOWER LARGE
T-PARAPET
T-WINDOW @ WASH BAY
T-FOUNDATION
1 NORTHEAST ELEVATION
3/16" = 1'-0"
2 SOUTHEAST ELEVATION
3/16" = 1'-0"
3 NORTHWEST ELEVATION
3/16" = 1'-0"
4 SOUTHWEST ELEVATION
3/16" = 1'-0"
EXTERIOR ROOF LADDER


GAS N WASH
NORTH ELEVATION
DUNKIN'
EAST ELEVATION
DUNKIN'
WEST ELEVATION



1 FRONT ELEVATION



2 SIDE ELEVATION

EXHIBIT C

REDEVELOPMENT PROJECT COSTS

- Sanitary Lift Station
- Off-Site Roadway Improvements
- Utility Relocations
- Environmental Permitting & Remediation
- Stormwater Detention Pond
- Site Demolition, Earthwork, and Retaining Walls
- All Other TIF Eligible Costs

EXHIBIT D

FORM OF NOTE

REGISTERED NO._____ REGISTERED $_____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

VILLAGE OF LEMEONT ILLINOIS

NON-TAXABLE TAX INCREMENT REDEVELOPMENT NOTE

MAIN STREET/ARCHER AVENUE REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCING ELIGIBILITY STUDY, AND REDEVELOPMENT PLAN AND PROJECT

SERIES 2022 [A] (placeholder date)

Dated Date:	TBD
Final Maturity:	December 31, 2040
Registered Owner:	Lemont 83 and Main, LLC
Principal Amount:	$2,500,000.00
Interest Rate:	4.75%; Compounding Annually

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Lemont, Cook, Will, and DuPage Counties, Illinois (the "**Village** ") an Illinois municipal corporation, hereby acknowledges itself to owe and promises to pay to the Registered Owner identified above and all subsequent Noteholders (as defined below) the Principal Amount identified above, and to pay current interest at the Interest Rate identified above (computed on the basis of a 360-day year consisting of twelve 30-day months) on the outstanding Principal Amount and any deferred accrued interest from the Dated Date identified above or from the most recent Interest payment date to which interest has been paid or duly provided for, until the Principal Amount, current interest and deferred accrued interest are paid in the manner hereinafter provided. All payments

of principal and interest on this Note shall be made in accordance with the terms of the Economic Incentive Agreement to Induce the Development of the Illinois Route 83 And Main Street Intersection, by and between the Village of Lemont, Illinois, an Illinois municipal corporation and Lemont 83 and Main, LLC an Illinois limited liability company, dated _____, 2022 (the "**Redevelopment Agreement**"), including any payments made pursuant to optional prepayment. The Principal Amount of this Note shall be determined as set forth in Article III of the Redevelopment Agreement.

The Village contribution pledged by the Village pursuant to the Redevelopment Agreement to reimburse Redevelopment Project Costs shall be paid solely from Incremental Taxes. The Village has or will establish and maintain a special tax allocation fund, as required by the TIF Act, for the deposit of Incremental Taxes received by the Village (the "**STAF**"). The Village has or will promptly establish and maintain a sub-account within the STAF for the deposit of Incremental Taxes (the "**Sub-Account**"). On December 15 of each year during the Term, or the date which is ten (10) days following the date upon which the Village receives the Incremental Taxes from the second installment of real estate taxes of the Property, whichever occurs later (the "**Sub-Account Allocation Date**"), the Village shall transfer to the Sub-Account Fifty percent (50%) of the Incremental Taxes credited to the STAF from the immediately preceding Sub-Account Allocation Date to, but not including, the current Sub-Account Allocation Date (the "**Available Incremental Taxes**"). The Available Incremental Taxes shall be used solely to meet the payment obligations on the Village Note, as the case may be. As it relates to the Available Incremental Taxes, the Village Note shall not be subordinate to any other obligations of the Village. The remaining fifty percent (50%) of Incremental Taxes in the STAF not allocated to the Sub-Account as provided in the Redevelopment Agreement shall be utilized by the Village, in its sole discretion, for any purpose permitted under the Act (the "**Village Incremental Taxes**"). Any amount remaining in the Sub-Account, after the full redemption of the Village Note, as may be applicable, shall be transferred by the Village to the STAF and such funds shall thereafter be Village Incremental Taxes.

THIS NOTE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR SHALL IT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THIS NOTE SHALL BE PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME INTO THE SUB-ACCOUNT. INSUFFICIENCY OF THE SUB-ACCOUNT TO PAY INTEREST OR PRINCIPAL OBLIGATION RELATING TO THIS NOTE WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO NOTE HOLDER THEREOF SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE, IN THE EVENT THAT THE AVAILABLE INCREMENTAL TAXES ARE INSUFFICIENT TO PAY ANY INTEREST OR PRINCIPAL OBLIGATION WHEN DUE, WHETHER AT STATED MATURITY OR REDEMPTION.

This Note is issued pursuant to the Redevelopment Agreement and Village Ordinance No. _____ passed by the President and Village Board of the Village of Lemont on

_____, 2022 (the "**Ordinance**") a Redevelopment Project Costs as set forth in the Redevelopment Agreement.

This Note is issued pursuant to the exercise of the Village's power and authority under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq*. (the "**Act**").

Terms used in this Note that are defined and used in the Redevelopment Agreement, shall have the same meanings as in the Ordinance or the Redevelopment Agreement. In the event of any conflict between the terms of this Note and the Ordinance or the Redevelopment Agreement, the Ordinance or the Redevelopment Agreement shall govern and control. The covenants, conditions and agreements contained in the Ordinance and the Redevelopment Agreement are hereby incorporated into this Note by this reference as if fully set forth in this Note. The Noteholder is an intended third-party beneficiary of the Redevelopment Agreement. The Registered Owner or subsequent "**Noteholder**" as this Note may be transferred or assigned pursuant to the terms of the Redevelopment Agreement by acceptance of this Note assents to the terms and provisions of the Redevelopment Agreement.

This Note and the obligation to pay the Principal of and Interest on this Note are limited obligations of the Village and are payable solely and only from the Available Incremental Taxes available in the Sub-Account in accordance with the provisions of the Redevelopment Agreement on December 15 of each year commencing on the Dated Date and each year thereafter and with respect to Final Maturity, until the Principal Amount and all interest on this Note is paid in full. With respect to any amounts due hereunder at Final Maturity, the Village shall pay to the holder hereof any and all Available Incremental Taxes received by the Village as of Final Maturity.

The interest and principal on this Note shall be paid on December 15 of each year (the "**Regular Payment Date**") commencing as of the Dated Date (from any Available Incremental Taxes in the Sub-Account) and ending on the Final Maturity, unless the Principal of this Note and all Interest are paid in full on an earlier date. To the extent Available Incremental Taxes have been deposited in and are available from the Sub-Account for payment of the Principal and Interest on this Note, such payments shall be applied first to the payment of any deferred accrued interest, second to the payment of any current interest and third to the mandatory prepayment of Principal.

This Note shall mature at the Final Maturity set forth above or the full payment of the Principal Amount and all interest due under the terms of this Note. If, after payment of all Available Incremental Taxes received by the Village as of Final Maturity, any outstanding financial obligation on this Note exists, such outstanding sum shall be forgiven in full by the Noteholder, and the Village shall have no further obligation to pay such outstanding sum. Notwithstanding anything to the contrary herein contained, this Note shall be canceled automatically on the Final Maturity without further action by any party.

This Note is subject to prepayment prior to maturity at the option of the Village, in whole or in part, on any date on or after the Dated Date, at the prepayment price of one hundred percent (100%) of the outstanding Principal Amount thereof being redeemed plus accrued but unpaid interest to the prepayment date.

This Note is subject to mandatory prepayment of principal as set forth in the Redevelopment Agreement on December 15 of each year commencing on the Dated Date and on each year thereafter from Available Incremental Taxes available in the Sub-Account after the payment of all Interest due and owing.

Payment of the principal and interest on this Note shall be paid by (i) check or draft of the Note Registrar (as defined below), who shall serve as the "**Paying Agent**," (as permissible by law) or (ii) wire transfer of immediately available federal funds to such bank or other financial institution account as the Registered Owner may from time to time direct, payable in lawful money of the United States of America, to the person in whose name such Notes is registered at the close of business as of the 5th day immediately preceding any Payment Date. Payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

The Paying Agent of this Note shall detail its payment record on the Schedule attached hereto, any payment of Interest, deferred accrued interest and Principal and shall provide such Schedule, with such details, to the Registered Owner hereof.

Upon the Village's failure to perform, keep or observe, in all material respects, its covenants, conditions and obligations under this Note or the Redevelopment Agreement, or upon the occurrence of any other Event of Default by the Village, that continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the sole remedies of Noteholder shall be injunctive relief, specific performance, *mandamus*, *quo warranto* and an action for compensatory damages in the event the Village fails to deposit, pay and transfer Available Incremental Taxes in accordance with this Note and the Redevelopment Agreement. Notwithstanding the foregoing, that neither the payment of principal nor the payment of interest on this Note shall be deemed or declared to be in default so long as all amounts on deposit from the Available Incremental Taxes have been applied to the payments of principal and interest on this Note at the times and in the manner and to the extent provided in the Redevelopment Agreement. A Noteholder shall not be entitled to economic, consequential, incidental, preventative, or punitive damages resulting from an Event of Default by the Village. In the event a party shall fail to perform a monetary covenant that it is required to perform under this Note or the Redevelopment Agreement, notwithstanding any other provision of the Redevelopment Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to perform such monetary covenant within thirty (30) days of its receipt of a written notice from the other party specifying that it has failed to perform such monetary covenant.

No delay on the part of the Noteholder in exercising any option to demand payment shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of a default.

All the covenants, conditions and agreements contained in this Note shall extend to and shall be binding upon the successors and the assigns of the respective parties to the extent the assignment is made pursuant to this Note or under the Redevelopment Agreement.

The Comptroller of the Village of Lemont, Illinois has been appointed under the provisions of the Ordinance as Note Registrar (the "**Note Registrar**") for purposes of registration of this Note. The person in whose name this Note is registered may be deemed by the Village and the Note Registrar to be the sole owner and Noteholder for all purposes, and any notice to the contrary shall not be binding upon the Village or the Note Registrar.

This Series 2022[A] Note may be transferred or exchanged in whole, and not in part, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Redevelopment Agreement. Prior to any such transfer or exchange, the Note Registrar shall be provided the name and mailing address of the successor-in-interest to the Note and such successor-in-interest shall be provided a fully executed copy of the Redevelopment Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist happen and be performed precedent to the issuance of this Note to exist, have happened, have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Village of Lemont, Illinois, has caused this Note to be executed by its President and its corporate seal to be impressed hereon and attested by its Clerk as of the date set forth above.

VILLAGE OF LEMONT,

COOK, WILL, AND DUPAGE COUNTIES,

ILLINOIS

_____

John Egofske, Village President

(SEAL)

Attest:

_____

Charlene Smollen, Village Clerk

The Comptroller of the Village of Lemont, Illinois has been appointed under the provisions of the Ordinance as Note Registrar (the "**Note Registrar**") for purposes of registration of this Note. The person in whose name this Note is registered may be deemed by the Village and the Note Registrar to be the sole owner and Noteholder for all purposes, and any notice to the contrary shall not be binding upon the Village or the Note Registrar.

This Series 2022[A] Note may be transferred or exchanged in whole, and not in part, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Redevelopment Agreement. Prior to any such transfer or exchange, the Note Registrar shall be provided the name and mailing address of the successor-in-interest to the Note and such successor-in-interest shall be provided a fully executed copy of the Redevelopment Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist happen and be performed precedent to the issuance of this Note to exist, have happened, have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Village of Lemont, Illinois, has caused this Note to be executed by its President and its corporate seal to be impressed hereon and attested by its Clerk as of the date set forth above.

VILLAGE OF LEMONT,

COOK, WILL, AND DUPAGE COUNTIES,

ILLINOIS

John Egofske, Village President

(SEAL)

VILLAGE OF LEMONT SEAL ILLINOIS

Attest:

Charlene Smollen

Charlene Smollen, Village Clerk

by Deputy Clerk Janet Sladky

SCHEDULE

DATE	DEFERRED ACCRUED INTEREST PAID	CURRENT INTEREST PAID	PRINCIPAL PAID	PRINCIPAL BALANCE	DEFERRED ACCRUED INTEREST

VILLAGE OF LEMONT

O-21-23

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: An Ordinance Approving the Assignment of Real Estate Purchase and Sale Agreements for the Property Located at the Northwest Corner of Illinois Route 83 and Main Street in the Village of Lemont, Illinois
DATE: June 12, 2023

SUMMARY/BACKGROUND
In January 2020 the Village approved three Purchase and Sale Agreements (PSAs) with Bluestone Single Tenant Properties (BSTP). The original price for all three parcels was $2.7 million.

These PSAs are being assigned by BSTP to Lenny's Lemont Real Estate Development, LLC. Lenny's Lemont - also known as Gas N Wash - will own all three parcels. The Parcel B PSA is will be amended, increasing the sales price from $1.5 million to $2 million.

ANALYSIS
Lenny's Lemont will build the Gas N Wash at IL-83/Archer Avenue as approved by the Village in August 2022. A building permit was submitted in April 2023 and is under review.

A retail outlot was approved with the original Gas N Wash plan on Lot 2, to be completed by others. Lenny's Lemont is purchasing this property. The original approval stands, but as of now Lenny's Lemont has not indicated if they intend to develop this property. Should they develop in a manner that does not conform to the August 2022 approval, or does not meet Village codes for the B-3 zoning district, additional entitlement actions may be needed.

There are no plans submitted or under discussion for the M-1 zoned property on Main Street.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the Ordinance.

BOARD ACTION REQUESTED
Motion to Approve the Ordinance.

ATTACHMENTS
An Ordinance Approving Assignment of Real Estate Purchase and Sale Agreements

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-21-23

AN ORDINANCE APPROVING THE ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENTS FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF ILLINOIS ROUTE 83 & MAIN STREET IN THE VILLAGE OF LEMONT, ILLINOIS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 6-12-2023

ORDINANCE NO. O-21-23

AN ORDINANCE APPROVING THE ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENTS FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF ILLINOIS ROUTE 83 & MAIN STREET IN THE VILLAGE OF LEMONT, ILLINOIS

WHEREAS the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt ordinances for the benefit of the residents of the Village; and

WHEREAS, the Village has entered into three real estate contracts ("Contracts") providing for the sale of three contiguous parcels of real estate (collectively the "Property") to BSTP Midwest, LLC, a Delaware limited liability company ("BSTP"); and

WHEREAS, BSTP desires to assign its interests in the Contracts to Lenny's Lemont Real Estate Development, LLC, an Illinois limited liability company ("Lenny's"); and

WHEREAS, Lenny's desires to accept the assignment of the Contracts and to assume BSTP's obligations under the Contracts; and

WHEREAS, the Village consents to the assignments.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County, Illinois as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2: The Village consents to the assignment of the Contracts pursuant to the Assignment and Assumption of Real Estate Purchase & Sale Agreement in substantially the forms attached hereto as Exhibits A, B and C subject to such amendments as may be approved by the Village President.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 4: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 12 DAY OF JUNE 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	X			
Dave Maher			X	
Ken McClafferty	X			
Kevin Shaughnessy			X	
Rick Sniegowski	X			
Ron Stapleton	X			

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

VILLAGE OF LEMONT SEAL ILLINOIS

ASSIGNMENT AND ASSUMPTION

OF REAL ESTATE PURCHASE & SALE AGREEMENT

PARCEL A

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, BSTP Lemont 1, LLC, a Delaware limited liability company ("Assignor") hereby assigns to Lenny's Lemont Real Estate Development, LLC, an Illinois limited liability company ("Assignee") all of Assignor's rights, title, interest and obligations under that certain Real Estate Purchase & Sale Agreement dated as of January 27, 2020 ("Purchase & Sale Agreement") by and between the Village of Lemont as "Seller" and Assignor as "Buyer", pertaining to the sale by Seller and the purchase by Buyer of that certain tract of land (depicted in Exhibit A-1 to the Purchase & Sale Agreement) that constitutes a portion of a 16.3 acre +/- tract of land located on the northwest corner of Illinois Route 83 & Main Street, Lemont, Cook County, Illinois.

By accepting this Assignment and Assumption of Real Estate Purchase & Sale Agreement, the Assignee assumes and agrees to perform all of the obligations of the Buyer under the Purchase & Sale Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Real Estate Purchase & Sale Agreement on the date and year written below.

Dated: June ___, 2023

Assignor:

BSTP Lemont 1, LLC
a Delaware limited liability company

By:_____
Name: Richard P. Claes
Its: Manager

ACCEPTED BY:

Assignee:

Lenny's Lemont Real Estate Development, LLC
an Illinois limited liability company

By:_____
Name: Leonard McEnery
Its: Manager

ASSIGNMENT AND ASSUMPTION

OF REAL ESTATE PURCHASE & SALE AGREEMENT

PARCEL B

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Lemont 83 and Main, LLC, an Illinois limited liability company ("Assignor") hereby assigns to Lenny's Lemont Real Estate Development, LLC, an Illinois limited liability company ("Assignee") all of Assignor's rights, title, interest and obligations under that certain Real Estate Purchase & Sale Agreement dated as of January 27, 2020 ("Purchase & Sale Agreement") by and between the Village of Lemont as "Seller" and Assignor as "Buyer", pertaining to the sale by Seller and the purchase by Buyer of that certain tract of land (depicted in Exhibit A-1 to the Purchase & Sale Agreement) that constitutes a portion of a 16.3 acre +/- tract of land located on the northwest corner of Illinois Route 83 & Main Street, Lemont, Cook County, Illinois.

By accepting this Assignment and Assumption of Real Estate Purchase & Sale Agreement, the Assignee assumes and agrees to perform all of the obligations of the Buyer under the Purchase & Sale Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Real Estate Purchase & Sale Agreement on the date and year written below.

Dated: June ___, 2023

Assignor:

Lemont 83 and Main, LLC
an Illinois limited liability company

By: HPI Management, Inc., its Manager

By:_____
Name: Rick Heidner
President

ACCEPTED BY:

Assignee:

Lenny's Lemont Real Estate Development, LLC
an Illinois limited liability company

By:_____
Name: Leonard McEnery
Its: Manager

ASSIGNMENT AND ASSUMPTION

OF REAL ESTATE PURCHASE & SALE AGREEMENT

PARCEL C

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Lemon 83 and Main, LLC, an Illinois limited liability company ("Assignor") hereby assigns to Lenny's Lemont Real Estate Development, LLC, an Illinois limited liability company ("Assignee") all of Assignor's rights, title, interest and obligations under that certain Real Estate Purchase & Sale Agreement dated as of January 27, 2020 ("Purchase & Sale Agreement") by and between the Village of Lemont as "Seller" and Assignor as "Buyer", pertaining to the sale by Seller and the purchase by Buyer of that certain tract of land (depicted in Exhibit A-1 to the Purchase & Sale Agreement) that constitutes a portion of a 16.3 acre +/- tract of land located on the northwest corner of Illinois Route 83 & Main Street, Lemont, Cook County, Illinois.

By accepting this Assignment and Assumption of Real Estate Purchase & Sale Agreement, the Assignee assumes and agrees to perform all of the obligations of the Buyer under the Purchase & Sale Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Real Estate Purchase & Sale Agreement on the date and year written below.

Dated: June ___, 2023

Assignor:

Lemont 83 and Main, LLC
an Illinois limited liability company

By: HPI Management, Inc., its Manager

By:_____
Name: Rick Heidner
President

ACCEPTED BY:

Assignee:

Lenny's Lemont Real Estate Development, LLC
an Illinois limited liability company

By:_____
Name: Leonard McEnery
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Charlene Smollen, do hereby certify that I am the duly qualified and elected Village Clerk of the Village of Lemont, Cook, DuPage and Will County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Lemont, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. O-21-23 AN ORDINANCE APPROVING THE ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENTS FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF ILLINOIS ROUTE 83 & MAIN STREET IN THE VILLAGE OF LEMONT, ILLINOIS," adopted and approved by the President and Board of Trustees of the Village of Lemont, Illinois on June 12, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Lemont, Cook, DuPage and Will County, Illinois this 12 day of June 2023.

Charlene Smollen

Charlene Smollen
Village Clerk
Village of Lemont
Cook County, Illinois

VILLAGE OF LEMONT
SEAL
ILLINOIS

VILLAGE OF LEMONT

O-22-23

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: An Ordinance of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, Approving a Redevelopment Agreement for the Illinois Route 83 and Main Intersection Redevelopment Project in the Main and Archer Financing District
DATE: June 12, 2023

SUMMARY/BACKGROUND
The Village approved a Redevelopment Agreement (RDA) with Bluestone Single Tenant Properties (BSTP) in August 2022. With the assignment of the Purchase and Sale Agreements to Lenny's Lemont, a new RDA was needed to replace the August agreement with BSTP.

ANALYSIS
The redevelopment agreement estimates TIF eligible costs at $4,711,900, as listed in Exhibit C in the attached RDA. This excludes acquisition costs (which are also TIF eligible). The Village has determined to reimburse the developer for these expenditures as described on Exhibit D (the "Developer Incentives"), subject to certification by the Village.

The Village agrees to provide the following incentives to the Developer:

1. From the Developer paid Incremental Property Taxes, the Village agrees to reimburse the Developer for Certified Eligible Costs in an amount not to exceed $750,000.
2. The Village agrees to rebate to the Developer an amount equal to the real estate taxes paid on the Developer Property over the Tax Cap (of $300,000) (if applicable) for a period of 10 tax years.
3. The Village agrees to rebate to the Developer an amount equal to 50% of the Sales Tax Revenue received by the Village from businesses located on the Developer Property for a period of 10 years to a lifetime maximum of $750,000

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approve the Ordinance.

BOARD ACTION REQUESTED
Motion to Approve the Ordinance.

ATTACHMENTS
Redevelopment Agreement with Lenny's Lemont Real Estate Development, LLC

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-22-23

AN ORDINANCE OF VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, APPROVING A REDEVELOPMENT AGREEMENT FOR THE ILLINOIS ROUTE 83 AND MAIN INTERSECTION REDEVELOPMENT PROJECT IN THE MAIN AND ARCHER TAX INCREMENT FINANCING DISTRICT

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 6 - 12 **2023**

ORDINANCE NO. O-22-23

AN ORDINANCE OF VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, APPROVING A REDEVELOPMENT AGREEMENT FOR THE ILLINOIS ROUTE 83 AND MAIN INTERSECTION REDEVELOPMENT PROJECT IN THE MAIN AND ARCHER TAX INCREMENT FINANCING DISTRICT

BE IT ORDAINED, by the Village President and Board of Trustees of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, as follows:

SECTION 1: AGREEMENT

That the Redevelopment Agreement for the Illinois Route 83 and Main Intersection project in the Main and Archer Tax Increment Financing District, in substantially the form attached hereto, is hereby approved for and on behalf of the Village of Lemont. The Village President is hereby authorized to execute the same for and on behalf of the Village, pending any final minor changes as authorized and made by the Village Administrator and/or Village Attorney.

SECTION 2: SUPERSEDER AND EFFECTIVE DATE

All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Board of Trustees and approval of the Village President as provided by law.

PASSED AND APPROVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 12 DAY OF June, 2023.

VILLAGE PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	X			
Kevin Shaughnessy			X	
Dave Maher			X	
Ken McClafferty	X			
Rick Sniegowski	X			
Ron Stapleton	X			

Approved:

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

VILLAGE OF LEMONT SEAL ILLINOIS

REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND LENNY'S LEMONT REAL ESTATE DEVELOPMENT, LLC FOR A REDEVELOPMENT PROJECT AT 10900 SOUTH ARCHER AVENUE IN THE VILLAGE OF LEMONT MAIN STREET/ARCHER AVENUE TAX INCREMENT REDEVELOPMENT PROJECT AREA

This Redevelopment Agreement dated as of June 12, 2023 (the "Redevelopment Agreement"), is made by and among the Village of Lemont, an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois (the "Village"), and Lenny's Lemont Real Estate Development, LLC, an Illinois limited liability company (the "Developer") for the property located at 10900 South Archer Avenue, Lemont, IL 60439.

RECITALS

This Redevelopment Agreement is made with respect to the following facts:

A. *Statutory Authority.* The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1 *et seq.*, as amended and supplemented from time to time (the "TIF Act"), to among other things, finance redevelopment projects that create new job opportunities, increase industry and commerce within the state, increase the tax base and eradicate potentially blighting conditions, through the use of tax increment allocation financing for economic redevelopment. The Village finds that the powers exercised under this Redevelopment Agreement will be in furtherance of a public use and essential to the public interest and, according to the representations of the Developer, in accordance with the provisions of 65 ILCS 5/8-11-21.

B. *Village Authority.* To induce redevelopment pursuant to the TIF Act, the Mayor and Board of Trustees of the Village have, after giving all notices required by law and conducting all public hearings required by law, duly established the Village of Lemont Main Street/Archer Avenue Tax Increment Redevelopment Project Area (the "Redevelopment Project Area"), have adopted a Tax Increment Financing Eligibility Study and Redevelopment Plan & Project therefor (the "Redevelopment Plan"), and have created a special tax allocation fund (the "Special Tax Allocation Fund") through the passage of Ordinance No. O-4-17, Ordinance No. O-5-17 and Ordinance No. O-6-17 on January 23, 2017 (collectively, the "TIF Ordinances").

C. *Developer Property and Developer Project.* The Developer has acquired certain property from the Village, identified on Exhibit A, located within the Redevelopment Project Area, which the Developer intends to develop consistent with the Redevelopment Plan approved by the TIF Ordinances. The first phase of development will consist of a motor vehicle gasoline/diesel fuel service station, car wash, convenience store, and associated restaurants (the

"Developer Project"), which will all be constructed on a separate subdivided tax parcel with a separate tax parcel number (the "Developer Property"). The Developer Project is to be constructed on Lot 1 substantially as described and shown on the site plan attached hereto as Exhibit B and shall have estimated TIF Eligible Costs as shown on Exhibit C.

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

E. *Village Financing*. The Village has determined to reimburse the Developer for various eligible expenditures under the TIF Act upon the conditions set forth in this Redevelopment Agreement and as more particularly described on Exhibit D (the "Developer Incentives"), subject to certification by the Village.

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

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

SECTION 1
RECITALS INCORPORATED

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

SECTION 2
DEFINITIONS

2.1 *Definitions*. For purposes of this Redevelopment Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the meanings set forth below:

"Change in Law" means the occurrence, after the Effective Date, of an event described in items i, ii, iii or iv below, provided such event prohibits or materially interferes with the development or construction of the Developer Project or the ability of either party relying thereon to carry out its obligations under this Redevelopment Agreement and such event is not caused by the party relying thereon:

i. The enactment, adoption, promulgation or modification of any federal, state, county or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Redevelopment Agreement including without limitation any law, ordinance, code, rule or regulation the effect of which shall be to reduce the benefits to which Developer is entitled to under this Redevelopment Agreement);

ii. The order or judgment of any federal or state court, administrative agency or other governmental body;

iii. The imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary to perform this Redevelopment Agreement other than any arbitrary action by the Village which shall be defined as any action made by the Village without any reasonably supportable basis or made by the Village for the purposes of avoiding its obligations under this Redevelopment Agreement in whole or in part; or

iv. The adoption, promulgation, modification or interpretation in a written guideline or policy statement by a governmental agency (other than the Village or with respect to those made by the Village, only if they violate the terms of this Redevelopment Agreement, including without limitation any law, ordinance, code, rule or regulation the effect of which shall be to reduce the benefits to which Developer is entitled to under this Redevelopment Agreement).

"Contractor" means any person performing work on the Developer Project, employed or present on the Developer Property during construction, or selling materials or selling, leasing or delivering equipment to the Developer Property for the Developer Project including, without limitation, the general contractor, subcontractors, materialmen, or other persons.

"Day" or "days" means calendar days.

"Developer Incremental Property Taxes" means 50% of the Incremental Property Taxes arising from the Developer Property.

"Effective Date" means the date of this Redevelopment Agreement.

"Eligible Costs" mean any costs (excluding acquisition) for demolition, surveying, soil testing, site furnishings, earthwork, site utilities, fencing, parking lot paving, stormwater system, water retention, storage vaults and flood control which qualify as redevelopment project costs under 65 ILCS 5/11-74.4-3(q) and the Redevelopment Plan which are paid or incurred by the Developer in connection with the Developer Project and which have been approved and authorized by the Village.

"Incremental Property Taxes" means one hundred percent (100%) of the *ad valorem* taxes levied on the Developer Property, collected by Cook County, and paid to the Village pursuant to the TIF Ordinances and the TIF Act.

"Redevelopment Agreement Ordinance" means the ordinance approving this Redevelopment Agreement.

"Redevelopment Plan" means the Tax Increment Financing Eligibility Study and Redevelopment Plan & Project for the Redevelopment Project Area approved by the Mayor and Board of Trustees as defined in Ordinance No. O-4-17.

"Redevelopment Project Area" means the area designated by the Mayor and Board of Trustees pursuant to Ordinance No. O-5-17 also referred to as the Main Street/Archer Avenue Tax Increment Redevelopment Project Area or the Main Street/Archer Avenue TIF District, which has been assigned Tax Agency Number 03-0690-503 by Cook County.

"Sales Tax Revenue" means: (i) the total revenue from taxes, penalties and interest which are distributed to any of the Village from the State of Illinois Local Government Tax Fund (35 ILCS 105/6z-18, *et seq.*) from those taxes imposed pursuant to the Service Occupation Tax Act (35 ILCS 115/1, *et seq.*) and the Retailers' Occupation Tax Act (35 ILCS 120/1, *et seq.*) on sales by retailers and servicemen on the Developer Property; and (ii) all revenues from any taxes, penalties and interest which are paid to any of the Village from the Local Government Tax Fund or any other fund which are intended to replace the current payments to the Village from the Local Government Tax Fund on sales by retailers and servicemen on the Developer Property, as enacted by law or ordinance of any of the Village and of any governmental authority during the term of this Redevelopment Agreement. Sales Tax Revenue is commonly referred to

as the State 1% sales tax. Sales Tax Revenue does not include any non-home rule sales tax and does not include any municipal motor fuel tax.

"Special Tax Allocation Fund" means the Main Street/Archer Avenue Tax Increment Redevelopment Project Area Special Tax Allocation Fund created by Ordinance No. O-6-17.

"Substantial Completion" means the completion of the Developer Project to the extent that the Developer, the Developer's designee, or Contractors deliver notice to the Village stating that the work has been substantially completed in accordance with the Redevelopment Agreement and the Construction Contracts subject only to "punch list"- type items for work which may be completed within ninety (90) calendar days of the Opening Day or later to the extent such items require outdoor work and such 90-day period involves a portion of any period November 1 to April 1 (the "Freeze Period") in which event such 90-day period for such work shall be extended to a date after the Freeze Period that such work can reasonably be completed, and which punch list items in no way materially interfere with the use, operation and occupancy of the businesses.

"Tax Cap" means the real estate taxes paid on the Developer Property in excess of $300,000 for the first year that the Developer Project is fully on the tax rolls, which shall increase by 2% per year thereafter for not to exceed 10 tax years.

"TIF Ordinances" is defined in the Recitals herein.

"Uncontrollable Circumstances" or "Uncontrollable Events" means any event which:

i. Is beyond the reasonable control of and without the fault of the party relying thereon; and

ii. Occurs after the Effective Date of this Redevelopment Agreement; and

iii. Is one or more of the following events:

(a) a Change in Law;

(b) insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident, collapse, transportation accident, industrial accident, war or naval blockade;

(c) epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather

conditions or other similar acts of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered other than exterior construction obligations for which customary winter weather and/or rain, lasting longer than five (5) days shall be considered an Uncontrollable Event to the extent of those exterior construction activities only;

(d) governmental condemnation or taking by a public entity (other than the Village if the Village is the party claiming an Uncontrollable Circumstance or Event);

(e) solely with respect to the performance of the Developer's obligations under this Redevelopment Agreement, unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefore, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by applicable law and this Redevelopment Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval;

(f) vandalism; or

(g) terrorist acts;

and excludes the following events:

(h) economic hardship;

(i) shortage or unavailability of materials unless there is no reasonable substitute;

(j) geo-technical or environmental conditions existing on the Developer Property as of the Effective Date of this Redevelopment Agreement, if Developer has actual knowledge of such conditions on said date, and the full extent of any work required in connection therewith;

(k) acts, events or other matters arising out of violations by Developer of any environmental laws with respect to or the discharge by Developer of any hazardous substances on the Developer Property;

(l) failure of performance by a Contractor, except insofar as such Contractor's failure is caused by events which are Uncontrollable Circumstances as to the Contractor; or

(m) when asserted by Developer, any act or omission committed, omitted, or caused by Developer, or Developer's employees, officers or agents or a subsidiary, affiliate or parent of Developer, or by any corporation or other business entity that holds a controlling interest in Developer, whether held directly or indirectly; or

(n) when asserted by the Village, any act or omission committed, omitted, or caused by the Village, or any agency or department thereof and their respective employees, officers or agents.

For each day that the Village or Developer is delayed by an Uncontrollable Circumstance or Uncontrollable Event, the dates set forth in this Redevelopment Agreement shall be extended by one (1) day.

"Village Incremental Property Taxes" means that portion of the Incremental Property Taxes which are not the Developer Incremental Property Taxes and which shall be used to pay any Eligible Costs of the Village or as directed by the Village.

SECTION 3
THE DEVELOPER PROJECT

3.1 *Construction of Developer Project.* The Developer will cause the Developer Project to be constructed in substantial compliance with this Redevelopment Agreement and as shown on Exhibit B. The Developer will not commence construction of the Developer Project until it has obtained all necessary Village permits legally required prior to commencement of construction. The Village shall act reasonably and diligently so as not to unduly delay the issuance of any required permits. The Developer shall have the right to terminate this Redevelopment Agreement at any time prior to the commencement of construction of the Developer Project. Upon such termination neither the Village nor the Developer shall have any further rights or obligations hereunder. Substantial Completion shall be achieved by

May 1, 2024 and the commencement of operations of the service station shall be by July 1, 2024. These are all target dates and extensions may be granted by the Village if requested by the Developer for delays beyond the control of the Developer.

3.2 *Progress Reports*. The Developer shall provide the Village with written quarterly progress reports detailing the status of the Developer Project, construction schedule, and a revised completion date, if necessary.

3.3 *Feasibility*. The Developer hereby represents and warrants to the Village that the Developer has conducted studies and planning sufficient to conclude that the Developer Project may be constructed, completed and operated in accordance with the Redevelopment Plan and this Redevelopment Agreement.

3.4 *Future Incentives for Development*. The Developer acknowledges that the Village is under no obligation to grant incentives other than as provided herein.

3.5 *Builders Risk and General Liability Insurance.* The Developer agrees to maintain or cause to be maintained builder's risk and general liability insurance with such limits as would be customary for a project of the size and type of the Developer Project.

3.6 *Environmental Matters.* The Developer agrees to comply with all applicable environmental laws of any federal, state or local jurisdiction. The Developer agrees that it will not permit or allow the unlawful use, storage, generation, treatment, disposal or release of any hazardous substances on the Developer Property.

3.7 *OSHA*. Developer shall carefully examine the Occupational Safety and Health Act of 1970, published in May 1971, as issued by the Federal Register ("OSHA"), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required thereunder, and Developer agrees to comply with all terms of OSHA and to perform and complete in a workmanlike manner all work required in full compliance therewith. The Developer is responsible for complying with OSHA and its regulations as amended in performing any work on the Developer Project.

3.8 *Non-Discrimination.* The Developer shall comply with the non-discrimination federal, state and local laws, including without limitation: the Equal Employment Opportunities Act, the American with Disabilities Act (42 U.S.C. Section 12101, *et seq.*), and the Illinois Human Rights Act. The Developer shall comply with the rules and regulations of the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*) (the "Human Rights Act"), including the mandatory provisions that each Contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment,

utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; and (vi) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act (775 ILCS 5/2-105(A)(4)). The Developer shall comply with the requirements of the Human Rights Act, including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Developer shall comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Section 12101, *et seq.*), and rules and regulations promulgated thereunder.

Developer shall: (i) not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (ii) state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service in all solicitations or advertisements for employees; (iii) submit reports as required by any state agency as required by Applicable Law, furnish all relevant information as may from time to time be requested by any state agency as required by Applicable Law, and in all respect comply with the Illinois Human Rights Act; (iv) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules; and (v) include verbatim or by reference the provisions of this clause in Contract Documents so that such provisions will be binding upon such subcontractor as required by Applicable Law. In addition, the Developer will not utilize any Contractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3.9 *Environmental.* The Developer shall comply with all applicable environmental laws of any federal, state or local jurisdiction. Developer shall not permit or allow the use, storage, generation, treatment, disposal or release of any hazardous substance or material on the Developer Property. Notwithstanding the foregoing, the Village acknowledges that Developer is engaged in the operation of a retail business that dispenses gasoline, diesel, alternative motor fuels and other automotive products, and the use, storage, generation, treatment, disposal or release of any hazardous substance or material that is incidental to the normal and customary operation of such a facility shall not be considered a violation of this provision.

3.10 *Prevailing Wage.* The Developer shall exercise its own due diligence to determine whether or not the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) is applicable to the Developer Project, or components thereof. To the extent applicable, the Developer shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) such that not less than the prevailing rate of wages as established by Department of Labor applicable in Cook County or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under this Redevelopment Agreement or any contracts with Contractors. To the extent applicable, the Developer shall include in bids or requests for proposals to Contractors the cost for the current prevailing wage. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Village, the Developer shall be responsible for indemnifying and holding the Village free and harmless from all costs incurred, directly or indirectly, by the Village in responding to and complying with demands made by the Illinois Department of Labor, or an aggrieved employee except to the extent that such costs result from the willful and wanton acts or omissions of the Village.

3.11 *Contractors.* It is expressly agreed and understood by the Developer that the terms of this Redevelopment Agreement shall be binding and applicable to all Contractors working on the Developer Project. The Developer shall ensure that each Contractor is aware of the obligations imposed under this Redevelopment Agreement and shall take commercially reasonable efforts to ensure each Contractor complies herewith at all times, including compliance with Applicable Laws. The Developer shall promptly notify the Village in the event any Contractor fails or refuses to comply herewith. The Developer shall deliver to the Village, no later than five (5) days after its receipt of the same, any and all mechanics liens of Contractors relating to the Developer Property or Developer Project.

SECTION 4
REDEVELOPMENT PROJECT COSTS

4.1 *Costs and Sources of Funds.*

(a) The Developer intends to pay all of the costs of the Developer Project. The Developer has provided evidence of financial capability in the form attached hereto as Exhibit E.

(b) In order that the Developer will proceed with the Developer Project, the Village agrees to provide the financial assistance set forth on Exhibit D.

(c) The parties hereto acknowledge and agree, and the Village does hereby make an affirmative finding of fact, that the Developer Project would not reasonably be constructed without the Developer Incentives provided herein.

4.2 *Not General Obligation.* The sole and only source for the payment of the Developer Incentives (other than those identified in paragraph 3 on Exhibit D) is the Developer Incremental Property Taxes deposited into the Special Tax Allocation Fund. No obligation of the Village under this Redevelopment Agreement (except as described in in paragraph 3 on Exhibit D) shall constitute an indebtedness of the Village.

SECTION 5
ELIGIBILITY OF REDEVELOPMENT PROJECT COSTS

5.1 *Submission of Redevelopment Project Costs.* The Developer, from time to time, may submit to the Village a request to certify the eligibility of certain expenditures as Eligible Costs. Certification as an Eligible Cost is a prerequisite to reimbursement by the Village as provided in this Redevelopment Agreement. Accompanying each request, the Developer shall submit documentation regarding the applicable expenditures therein identified so as to demonstrate that such costs constitute bona fide expenditures actually made in connection with the Developer Project, and are otherwise qualified in accordance with the TIF Act; that the Developer has approved all work and materials relating to such expenditures; and that the Developer has received no notice and has no knowledge of any mechanics' liens or claim of mechanics' liens either filed or threatened against the Developer Project with respect to expenditures for which the Developer is requesting reimbursement, and that the expenditures are identified pursuant to this Redevelopment Agreement as being eligible for reimbursement.

5.2 *Review of Request.* On behalf of the Village, the Economic & Community Development Director shall review all expenditures and documents submitted by the Developer and approve or deny the request within 10 business days after submission of all required documents. Such request shall be approved if in accordance with the provisions of this Redevelopment Agreement and not contrary to the TIF Act.

5.3 *Reimbursement.* Reimbursement of Certified Eligible Costs shall be made only as provided for on Exhibit D.

5.4 *Pledge and Lien.* The Village hereby pledges all of the Developer Incremental Property Taxes to the payment of its obligations to the Developer.

5.5 *Assignment.* The Developer hereby assigns to the Village all of its Eligible Costs in excess of those reimbursed to the Developer after all of the obligations of the Village hereunder have been paid.

SECTION 6
COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER

6.1 *General.* The Developer represents, warrants and covenants that:

(a) the Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

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

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

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

(f) the Developer shall obtain all government permits, licenses, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to commence construction, complete and operate the Developer Project.

6.2 *Redevelopment Plan.* The Developer represents that the Developer Project is and shall be substantially in compliance with and in furtherance all of the terms of the Redevelopment Plan and this Redevelopment Agreement.

6.3 *Developer's Liabilities.* The Developer shall not enter into any transaction that would at the time of entering into it materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify the Village

of any and all events or actions which materially affect the Developer's ability to carry on its business operations or perform its obligations under this Redevelopment Agreement or any other documents and Redevelopment Agreements.

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

6.5 *Compliance with Redevelopment Agreements*. The Developer will comply with all licenses, permits and Redevelopment Agreements relating to the Developer Project. Developer shall immediately notify the Village in writing of the occurrence of any default under any such license, permit or Redevelopment Agreement.

6.6 *Reporting*. The Developer shall, no later than ten (10) days after the execution of this Redevelopment Agreement, provide to the Village such information sufficient to permit them to file their report to the Illinois Department of Revenue pursuant 65 ILCS 5/8-11-21 including, but not limited to, whether or not the Developer maintains additional places of business in the State of Illinois other than on the Developer Property, the common address of such locations, and the name of any business who is not a party to this Redevelopment Agreement but who directly or indirectly receives a share, refund, or rebate of the Sales Tax Revenue.

6.7 *Survival of Covenants*. All warranties, representations, covenants and Redevelopment Agreements of the Developer contained in this Redevelopment Agreement shall be true, accurate and complete at the time of the Developer's execution of this Redevelopment Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

6.8 *Further Incentives*. The Developer acknowledges that the Village, other than for the incentives specified on Exhibit D, has represented that no further economic development agreements, financial assistance agreements, incentives, business development agreements, or other similar agreements whereby the Village would pay monies from any source in order to encourage a development within the Redevelopment Project Area, will be authorized by the Village.

6.9 *Disclosures of Developer*. The provisions of Section 3.1 of the Public Officer Prohibited Activities Act (50 ILCS 105/0.01) are incorporated herein by reference and shall be complied with before the Village executes this Redevelopment Agreement. Prior to the Village's execution of this Redevelopment Agreement, the Developer shall furnish the Village with a sworn statement disclosing the identity of every owner and beneficiary having any

interest, real or personal, in the Developer Property and every shareholder or member entitled to receive more than 7½% of the total distributable income of any limited liability company, corporation, or limited partnership having any interest, real or personal, in the Developer Property. For any entity wholly or partially owned by another entity, the names of the owners of the wholly or partially owning entity shall be disclosed, as well as the names of the wholly or partially owned entity. Such statement shall affirmatively disclaim any pecuniary interest of any Village official, employee or agent in the Developer Property or Developer Project, or any portion thereof. The Developer warrants and agrees that no Village official, employee or agent shall be employed, paid, invest, or have any personal interest (direct or indirect) in the Developer Property or Developer Project, or any portion thereof.

6.10 *Use Restrictions*. During the term of this Redevelopment Agreement, neither the Developer nor its successors, assigns, licensees and/or lessees shall use the Developer Property, or any portion thereof, as or for the following uses, notwithstanding whether such uses may be permitted under or allowed under the law, and notwithstanding whether said uses are primary, secondary or accessory: (a) any use that would qualify the Developer Property, or any portion thereof, as being exempt from real estate taxes; (b) any residential use including, without limitation, condominiums, cooperatives, apartments, dormitories, boarding house, or similar uses; (c) any adult use; (d) any type of institutional use including, without limitation, hospital, clinic, treatment facility (including drug and alcohol), half-way house, assisted living center, retirement home, or any use that is funded by State or Federal subsidies or assistance; or (e) schools of any kind.

6.11 *Local Employment*. The Developer shall use commercially reasonable efforts to inform residents of Village, and to provide them opportunities to apply for, employment opportunities at businesses on the Developer Property. Such methods shall include advertising in a local newspaper and notifying and working with local organizations.

6.12 *Existing Retail Locations*. The Developer acknowledges and discloses that it currently operates businesses similar to that to be operated on the Developer Property at other locations in the State of Illinois. The Developer promises, covenants and warrants that none of the Sales Tax Revenue that is proposed to be generated from or at the Developer Property would have been paid to another jurisdiction in the absence of this Redevelopment Agreement. The Developer further promises, covenants, and warrants that none of its sales of tangible personal property occurring in the Village will be delivered to purchasers at its retail locations in other jurisdictions. In support of the aforementioned, the Developer expressly promises, covenants and warrants that the sales to occur on the Developer Property, and within the Village, shall be new and additional sales to the Developer, and the consequence of an expanded business enterprise, which its locations in other jurisdictions will not support.

SECTION 7
COVENANTS/REPRESENTATIONS/WARRANTIES OF THE VILLAGE

7.1 *General.* The Village represents and warrants that it has the authority to execute and deliver this Redevelopment Agreement and to perform its obligations hereunder.

7.2 *Validity of TIF Ordinances.* The Village represents and warrants that the TIF Ordinances: (i) were duly passed and approved after all required notices and public hearings, (ii) are in compliance with the TIF Act, and (iii) as of the date of the execution of this Redevelopment Agreement by all parties, are in full force and effect without amendment or repeal.

7.3 *Survival of Covenants.* All warranties, representations, and covenants of the Village contained in this Redevelopment Agreement shall be true, accurate, and complete at the time of the Village's execution of this Redevelopment Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

7.4 *Utility Connections.* The Developer may connect all on-site water, sanitary, storm and sewer lines constructed within the Redevelopment Project Area to Village utility lines existing on or near the perimeter thereof, provided the Developer first complies with all normal Village requirements governing such connections, including engineering approval and the payment of customary fees and costs related thereto.

7.5 *Permit Fees, Review Fees and Issuance.* The Developer shall be responsible for the payment of all building permit fees, demolition permit fees, building review fees, inspection fees, engineering fees or utility tap-on fees to the Village and other governmental agencies required for the Developer Project.

SECTION 8
INDEMNIFICATION

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

Developer, or (iv) the Developer's failure to cure any misrepresentation by the Developer in this Redevelopment Agreement. The limit of the Developer's indemnification is the amount paid, or to be paid, to the Developer pursuant to the terms of this Redevelopment Agreement.

8.2 *Defense of Redevelopment Project Area and Redevelopment Agreement.* In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Redevelopment Agreement shall determine that this Redevelopment Agreement is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will defend the integrity of such areas and this Redevelopment Agreement at its own cost.

SECTION 9
MAINTAINING RECORDS/RIGHT TO INSPECTION

9.1 *Books and Records.* The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Developer Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Developer Project. All such books, records and other documents pertaining to public improvements and Eligible Costs shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village. With respect to contracts covering Eligible Costs, the Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Developer Project.

9.2 *Inspection Rights.* Upon not less than 12 hours' notice, any authorized representative of the Village shall have access to all portions of the Developer Project and the Developer Property during normal business hours for the term of the Redevelopment Agreement for the purpose of determining compliance with this Redevelopment Agreement. Building inspectors of the Village shall have access to the Developer Property at all times without prior notice. Any Village representative on the construction site shall comply with OSHA.

SECTION 10
EVENTS OF DEFAULT

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

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

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

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

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

10.2 *Suspension of Disbursements*. Upon the occurrence of an Event of Default, the Village may suspend all reimbursement of the Developer for Eligible Costs, provided that reimbursement shall recommence upon cure of the Event of Default. The Village may, in any court of competent jurisdiction by any other action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to, injunctive relief or the specific performance of this Redevelopment Agreement.

10.3 *Curative Period*. In the event a party to this Redevelopment Agreement shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, notwithstanding any other provision of this Redevelopment Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to perform such monetary covenant within 30 days of its receipt of a written notice from the other party specifying that it has failed to perform such monetary covenant. In the event a party to this Redevelopment Agreement shall fail to perform a monetary or non-monetary covenant

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

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

SECTION 11
NOTICE

11.1 *Notice*. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; (c) e-mail; or (d) certified mail:

IF TO VILLAGE:

Mayor
Village of Lemont
418 Main Street
Lemont, IL 60439
mayor@lemont.il.us

and to:

Michael Stillman, Village Attorney
Knight Nicastro MacKay
200 W. Adams Street, Suite 2445
Chicago, IL 60606
stillman@knightnicastro.com

IF TO DEVELOPER: Lenny's Lemont Real Estate Development, LLC
8200 185th Street, Suite K
Tinley Park, IL 60487
mhackett@gasnwash.net

and to: Lyman Tieman, Attorney
12417 Tahoe Lane
Mokena, IL 60448
lctieman@yahoo.com

SECTION 12
MISCELLANEOUS

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

12.2 *Entire Redevelopment Agreement.* This Redevelopment Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) and the documents, agreements and other instruments to which reference is made herein or therein constitute the entire agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

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

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

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

12.6 *Enforceability of the Redevelopment Agreement.*

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

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

(c) Subject to the provisions of Section 12.3, all remedies provided for in this Redevelopment Agreement are cumulative and the election or use of any particular remedy by any of the parties hereto shall not preclude that party from pursuing such other or additional remedies or such other or additional relief as it may be entitled to either in law or in equity.

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

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

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

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

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

12.11 *Conflict.* In the event of a conflict between any provisions of this Redevelopment Agreement and the provisions of the TIF Ordinances, if any, the TIF Ordinances shall prevail and control.

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

12.13 *Form of Documents.* All documents required by this Redevelopment Agreement to be submitted, delivered or furnished to the Village shall be in form and content satisfactory to the Village, which approval shall not be unreasonably withheld or delayed.

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

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

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

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

12.18 *Third Parties.* Nothing in this Redevelopment Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Redevelopment

Agreement on any other persons other than the Village and Developer, nor is anything in this Redevelopment Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Redevelopment Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

12.19 *Time of the Essence.* Time is of the essence of this Redevelopment Agreement.

12.20 *Cooperation.* The Village and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such Redevelopment Agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Redevelopment Agreement.

12.21 *No Assignment.* The Developer's rights to reimbursement for Eligible Costs is not assignable or subject to securitization without the express written consent of the Village, which may be withheld in their sole discretion; provided, however, that the foregoing restriction shall not be applicable to a transfer of the Developer's rights and obligations under this Redevelopment Agreement in connection with a sale of substantially all of its business, voting stock and/or assets, or in the event of a merger of the Developer into or with another entity regardless of whether the Developer is the surviving entity following such merger, and the consent or approval of the Village shall not be required for any transfer or assignment of this Redevelopment Agreement by the Developer in connection with such transactions.

12.22 *No Joint Venture, Agency or Partnership Created.* Nothing in this Redevelopment Agreement, nor any actions of the parties to this Redevelopment Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

12.23 *Final Termination.* This Redevelopment Agreement shall automatically terminate upon payment of the maximum amount of Developer Incentives as described on Exhibit D to the Developer, or upon expiration of Redevelopment Project Areas pursuant to the TIF Act, whichever occurs first.

12.24 *Prior Redevelopment Agreement.* The Redevelopment Agreement approved by Ordinance No. O-40-22 passed by the Mayor and Board of Trustees on August 29, 2022 is hereby terminated.

IN WITNESS HEREOF, the parties hereto have executed and delivered this Redevelopment Agreement on the date first written above.

VILLAGE OF LEMONT
an Illinois municipal corporation

By: _____
John Egofske, Mayor

LENNY'S LEMONT REAL ESTATE DEVELOPMENT, LLC
an Illinois limited liability company

By: _____
Leonard McEnery, Manager

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY PURCHASED FROM VILLAGE

PARCEL 1:
THE NORTH 50 1/2 FEET OF THE WEST 1 ACRE OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1880 AS DOCUMENT NO. 269297 IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOT 9 (EXCEPT THE EAST 110 FEET AND THE NORTH 50.5 FEET THEREOF) AND EXCEPT THAT PART OF SAID LOT 9 DEDICATED FOR HIGHWAY PURPOSES ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1929 AS DOCUMENT IN 10298760 COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
THE EAST 110 FEET OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT, THENCE WESTERLY ALONG THE NORTH LINE THEREOF A DISTANCE OF 62.9 FEET TO A POINT, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 160.8 FEET MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID EAST 110 FEET OF LOT 9 A DISTANCE OF 50 FEET NORTH OF THE NORTH LINE OF CHICAGO JOLIET ROAD (SOUTH LINE OF LOT 9) THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 148 FEET, MORE OR LESS TO THE POINT OF BEGINNING, AND EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN THE WARRANTY DEED RECORDED MAY 15, 2017, AS DOCUMENT NO. 1713508033 IN COOK COUNTY, ILLINOIS.

PARCEL 4:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 AND THE SOUTH LINE OF A 1 ACRE TRACT OF LOT 3 IN CANAL TRUSTEE'S SUBDIVISION IN THE SAID SOUTHWEST 1/4 SAID SOUTH LINE BEING 660.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID WEST LINE OF SOUTHWEST 1/4 TO THE SOUTHWESTERLY LINE OF ROUTE 83 AS DEDICATED BY DOCUMENT NO. 12010923 AND RECORDED ON JUNE 11, 1937; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE AFORESAID SOUTH LINE OF THE 1 ACRE TRACT; THENCE WEST ALONG SAID SOUTH LINE OF THE 1 ACRE TRACT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THE WEST 33 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PART PORTION FALLING WITHIN ROUTE 83 AND ALSO EXCEPTING THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN THE WARRANTY DEED RECORDED MAY 15, 2017, AS DOCUMENT NO. 1713508033 IN COOK COUNTY, ILLINOIS.

PARCEL 5:
LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE SOUTHEAST 1/4 (EXCEPT LOTS 1 TO 5 IN BOE'S SUBDIVISION) AND THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF

SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:
THE SOUTH 198.9 FEET OF LOT 1, EXCEPT THE NORTH 65 FEET THEREOF, IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, EXCEPT LOTS 1 TO 5 OF CHRISTIAN BOE'S RESUBDIVISION OF PARTS THEREOF IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:
THE NORTH 65 FEET OF THE SOUTH 198.9 FEET OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 8:
THAT PART OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9:
THE NORTH 121.17 FEET OF LOT 1 IN DOOLIN AND KIRK S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1 TO 5, BOTH INCLUSIVE, IN CHRISTIAN BOES SUBDIVISION OF CERTAIN PARTS THEREOF) AND EXCEPTING THAT PART OF SAID LOT 1 IN SAID RESUBDIVISION FALLING WITHIN A TRACT DESCRIBED AS FOLLOWS:
BEGINNING 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF LOT 1 AFORESAID AS VACATED BY THE COOK COUNTY BOARD OF COMMISSIONERS IN RESOLUTION RECORDED AUGUST 22, 2022 AS DOCUMENT 2223417024.

PARCEL 10:
THAT PART OF LOT 2 IN DOOLIN AND KIRK S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 TOGETHER WITH THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT LOTS 1 TO 5 BOTH INCLUSIVE IN CHRISTIAN BOES SUBDIVISION OF CERTAIN PARTS THEREOF) IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 ON THE CENTER LINE OF SAG-LEMONT ROAD; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 436 FEET TO A POINT FOR A POINT OF BEGINNING; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF

SAID LOT 2 A DISTANCE OF 300 FEET; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE AND SAID EAST LINE EXTENDED NORTH A DISTANCE OF 415.40 FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE CERTAIN STRIP OF LAND DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT 12010930; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF THAT CERTAIN STRIP DEDICATED FOR ROAD PURPOSES BY INSTRUMENT RECORDED AS DOCUMENT 12010930 TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 OF SAID DOOLIN AND KIRK S RESUBDIVISION; THENCE WEST ALONG THE SAID NORTH LINE OF LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 (BEING ALSO THE EAST LINE OF SAID LOT 2) TO THE POINT OF BEGINNING, (EXCEPTING FROM THE AFORESAID PARCEL THAT PART THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 2 WITH THE WESTERLY RIGHT OF WAY OF A PUBLIC HIGHWAY DEDICATED BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT NUMBER 12010930; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1453.75 FEET AND A CHORD BEARING OF SOUTH 42 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 21.83 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY OF THE AFOREMENTIONED PUBLIC HIGHWAY; THENCE SOUTH 35 DEGREES 36 MINUTES 32 SECONDS WEST A DISTANCE OF 52.25 FEET TO A POINT; THENCE NORTH 29 DEGREES 50 MINUTES 57 SECONDS WEST A DISTANCE OF 66.96 FEET TO A POINT ON THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 48.92 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 11:
THAT PART OF LOT 2 OF DOOLIN & KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPTING THEREFROM LOTS 1, 2, 3, 4 AND 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID DOOLIN AND KIRK'S RESUBDIVISION RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 AND THE NORTH LINE OF SAG-LEMONT ROAD; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 403 FEET; RUNNING THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 300 FEET; RUNNING THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 IN SAID DOOLIN AND KIRK'S RESUBDIVISION A DISTANCE OF 363 FEET TO A POINT THAT IS 73 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2, ALSO BEING A POINT ON THE NORTH LINE OF DOCUMENT 21062560; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 303.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN FOR ROADWAY.

PARCEL 12:
THE EAST 1/2, AS MEASURED ON THE NORTH AND SOUTH LINES, OF THAT PART OF LOT 2 OF DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.70 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THEREFROM LOTS 1, 2, 3, 4, AND 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OF SAID DOOLIN AND KIRK'S RESUBDIVISION AUGUST 30, 1889 AS DOCUMENT NO. 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF SAG-LEMONT ROAD 300.00 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 2, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 851.40 FEET TO THE NORTH LINE OF SAID LOT 2, BEING ALSO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 578.94 FEET TO THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY A DISTANCE OF 848.63 FEET TO THE CENTER LINE OF SAG-LEMONT ROAD, BEING ALSO THE SOUTH LINE OF SAID LOT 2; THENCE EASTERLY ALONG SAID CENTER LINE A DISTANCE OF 578.20 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PARCEL OF LAND CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS, IN CASE NO. 69L13193 OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND EXCEPTING THEREFROM THAT PARCEL OF LAND SOUTH OF THE LINE MARKED AS "PROP. R.O.W." ON THAT CERTAIN ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY PLAT, 111TH STREET AND ARCHER ROAD, PARCELS 19 & 20, JOB R-90-088-68, DATED JANUARY 30, 1969) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 13:
THAT PART OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 14 WITH THE NORTH LINE OF THE SOUTH 198.9 FEET OF SAID LOT 1; THENCE NORTH 88 DEGREES 34 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE, 33.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83, PER DOCUMENT NUMBER 12010930 AND 12010923; THENCE NORTH 01 DEGREES 38 MINUTES 23 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 3.16 FEET TO A POINT OF CURVATURE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A TANGENT CURVE TO THE LEFT, ON SAID RIGHT OF WAY LINE, HAVING A RADIUS OF 249.70 FEET, HAVING A CHORD DISTANCE OF 209.08 FEET, A CHORD BEARING OF NORTH 26 DEGREES 23 MINUTES 23 SECONDS WEST, FOR AN ARC DISTANCE OF 215.73 FEET TO A POINT OF CURVATURE; THENCE SOUTH 51 DEGREES 08 MINUTES 23 SECONDS EAST, ALONG THE TANGENT LINE OF SAID CURVE, 115.11 FEET TO THE POINT OF INTERSECTION OF SAID TANGENT AND SAID WESTERLY RIGHT OF WAY OF SAID ILLINOIS STATE ROUTE 83; THENCE SOUTH 01 DEGREE 38 MINUTES 23 SECONDS EAST ALONG SAID TANGENT LINE 115.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 14:
THAT PART OF THE EAST 33.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 198.9 FEET OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) AND SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 83 PER DOCUMENT NUMBER 12010930 AND 12010923.
AND
THAT PART OF THE WEST 33.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE 660.00 FEET

NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 83 PER DOCUMENT NUMBER 12010930 AND 12010913, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 15:
THE SOUTH 33.00 FEET OF THE WEST 267.00 FEET OF THE EAST 300.00 FEET OF LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 16:
THAT PART OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 37.22 FEET; THENCE SOUTHEASTERLY 67.86 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9 THAT IS 56.67 FEET EAST (AS MEASURED ALONG SAID SOUTH LINE) OF SAID SOUTHWEST CORNER; THENCE WEST ALONG SAID SOUTH LINE 56.67 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 17:
THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE SOUTHWESTERLY LINE OF ILLINOIS STATE ROUTE 83 AS PER DOCUMENT 12010930 AND NORTH OF THE WEST EXTENSION OF THE SOUTH LINE OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN) ALL IN COOK COUNTY, ILLINOIS.

NOTE:

PARCELS 13, 14, 15, 16 & 17 HAVE BEEN CREATED BY A PLAT OF VACATION RECORDED BY DOCUMENT 2312857025. THIS VACATION EXCEPTS PORTIONS OF THE DESCRIPTION OF PARCELS 1, 2, 5, 6, 7, 8 & 9.

EXHIBIT B
SITE PLAN



LOT 1	
LOT AREA	221,676 SF 5.09 ACRES
BUILDING SIZE C-STORE CAR WASH	8,391 SF 4,805 SF 13,196 SF
FLOOR AREA RATIO	0.06
REQUIRED PARKING	33 STALLS 1 STALL PER 250 GFA
PROPOSED STANDARD PARKING PROPOSED FUELING PARKING PROPOSED ADA PARKING	23 STALLS 14 STALLS 2 STALLS 39 STALLS

LOT 2	
LOT AREA	90,144 SF 2.07 ACRES
BUILDING SIZE	10,800 SF
FLOOR AREA RATIO	0.12
REQUIRED PARKING	43 STALLS 1 STALL PER 250 GFA
PROPOSED STANDARD PARKING PROPOSED ADA PARKING	91 STALLS 4 STALLS 95 STALLS

3110 HOOD CREEK DRIVE
DOWNERS GROVE, IL 60515
P. 630.998.6977
WWW.CAGECIVIL.COM

CAGE CIVIL ENGINEERING

REVISIONS △

FUEL STATION - LEMONT, IL

NORTHWEST CORNER OF RT. 83 & MAIN STREET
Lemont, IL

PROJECT NO: 190163
DRAWN BY: JGN
DATE: 04.21.2022

SHEET TITLE
SITE LAYOUT PLAN

SHEET NUMBER
C1.1

0 50' 100
1" = 50' (HORIZONTAL)

EXHIBIT C
ESTIMATED TIF ELIGIBLE COSTS
(EXCLUDING ACQUISITION COST)

Testing Services	$ 30,000
Demolition/Tree Removal	56,400
Surveying	30,000
Stormwater Pollution Prevention Plan Requirements	25,000
Excavation	2,099,500
Paving	801,000
Site Utilities	1,608,000
Irrigation	62,000
Total:	$ 4,711,900

EXHIBIT D
DEVELOPER INCENTIVES

The Village agrees to provide the following incentives to the Developer:

1. From the Developer Incremental Property Taxes, the Village agrees to reimburse the Developer for Certified Eligible Costs in an amount not to exceed $750,000. The Village shall conduct an annual accounting on January 15 of each year to determine the total amount of Incremental Property Taxes, the Developer Incremental Property Taxes, and the Village Incremental Property Taxes paid to the Village during the prior calendar year. On or before February 1 following the annual accounting, the Village shall pay to the Developer all of the Developer Incremental Property Taxes received during the prior calendar year to the extent that the Certified Eligible Costs have not been reimbursed prior thereto, but not to exceed $750,000 in total.

2. The Village agrees to rebate to the Developer an amount equal to the real estate taxes paid on the Developer Property over the Tax Cap for a period of 10 tax years. The rebate will be effective commencing upon all of the buildings being constructed on the Developer Property being assessed and taxed by Cook County. The Developer shall be required to file an assessment complaint with the Cook County Assessor and to also file a complaint with the Cook County Board of Review of any assessed value change proposed by the Cook County Assessor. The Developer shall provide evidence annually to the Village showing that the buildings are so being assessed, taxed, and appealed. The Village shall conduct an annual accounting on or before January 15 of each year to determine the Tax Cap and real estate taxes paid to the Village during the prior calendar year. On or before February 1 following the annual accounting, or within 30 days of receiving the required information, the Village shall pay to the Developer an amount equal to the real estate taxes paid (but not interest thereon) in excess of the Tax Cap. Payment of this rebate shall be made from the Special Tax Allocation Fund but shall not be charged to the Developer Incremental Property Taxes.

3. The Village agrees to rebate to the Developer an amount equal to 50% of the Sales Tax Revenue received by the Village from businesses located on the Developer Property for a period of 10 years, commencing upon the certificate of occupancy being issued by the Village for the motor vehicle gasoline/diesel fuel service station to a lifetime maximum of $750,000. The Village shall conduct an annual accounting on January 15 of each year to determine the Sales Tax Revenue received by the Village during the prior calendar year from the Developer Property. On or before February 1 following the annual accounting, the Village shall pay to the Developer an amount equal to 50% of the Sales Tax Revenue. Payment of this rebate shall be made from the Special Tax Allocation Fund but shall not be charged to the Developer Incremental Property Taxes.

EXHIBIT E
EVIDENCE OF FINANCIAL CAPABILITY

VILLAGE OF LEMONT

0-23-23

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: An Ordinance Approving the First Amendment for the Property Located at the Northwest Corner of Illinois Route 83 & Main Street in the Village of Lemont, Illinois
DATE: June 12, 2023

SUMMARY/BACKGROUND
As part of the assignment of the real estate contracts and new redevelopment agreement between the Village and the developer, the Village and developer have agreed to an increase in purchase price in one of the three contracts from $1.5M to $2.0M. The other two contracts will remain unchanged from the original agreements.

ANALYSIS

Consistency with Village Policy
Other Subheadings, as applicable. Please Specify in Analysis Field.

STAFF RECOMMENDATION
Staff recommends approval of amended agreement

BOARD ACTION REQUESTED
Motion to Approve Ordinance

ATTACHMENTS
Ordinance Approving the First Amendment.pdf

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-23-23

AN ORDINANCE APPROVING THE FIRST AMENDMENT FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF ILLINOIS ROUTE 83 & MAIN STREET IN THE VILLAGE OF LEMONT, ILLINOIS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 6-12-2023

ORDINANCE NO. O-23-23

AN ORDINANCE APPROVING THE FIRST AMENDMENT FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF ILLINOIS ROUTE 83 & MAIN STREET IN THE VILLAGE OF LEMONT, ILLINOIS

WHEREAS the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt ordinances for the benefit of the residents of the Village; and

WHEREAS, the Village has entered into three real estate contracts ("Contracts") providing for the sale of three contiguous parcels of real estate (collectively the "Property") which have been assigned to Lenny Lemont Real Estate Development LLC ("Lenny's"); and

WHEREAS, the Village and Lenny's have agreed to increase the purchase price in one of the three Contracts from One Million Five Hundred Thousand Dollars ($1,500,000.00) to Two Million Dollars ($2,000,000.00).

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County, Illinois as follows:

SECTION 1: The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2: The first amendment to the purchase and sale agreement attached hereto as Exhibit A is hereby approved and the Village President is authorized execute this said amendment on behalf of the Village

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 4: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 12 DAY OF JUNE 2023.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	X			
Dave Maher			X	
Ken McClafferty	X			
Kevin Shaughnessy			X	
Rick Sniegowski	X			
Ron Stapleton	X			

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

VILLAGE OF LEMONT SEAL ILLINOIS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Charlene Smollen, do hereby certify that I am the duly qualified and elected Village Clerk of the Village of Lemont, Cook, DuPage and Will County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Lemont, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. O-23-23 AN ORDINANCE APPROVING THE FIRST AMENDMENT TO A PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF ILLINOIS ROUTE 83 & MAIN STREET IN THE VILLAGE OF LEMONT, ILLINOIS," adopted and approved by the President and Board of Trustees of the Village of Lemont, Illinois on June 12, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Lemont, Cook, DuPage and Will County, Illinois this 12 day of June 2023.

Charlene Smollen

Charlene Smollen
Village Clerk
Village of Lemont
Cook County, Illinois

FIRST AMENDMENT TO PURCHASE & SALE AGREEMENT

This First Amendment to the Purchase & Sale Agreement (this "Amendment") is made and entered into effective as of the 12th day of June 2023 (the "Effective Date"), by and between the Village of Lemont, Illinois ("Seller") and Lenny's Lemont Real Estate Development, LLC, an Illinois limited liability company ("Buyer").

RECITALS

A. **WHEREAS,** Buyer and Seller are parties to that certain Purchase & Sale Agreement dated January 27, 2020 (the "Agreement"), with respect to that certain real property located at the northwest corner of Illinois Route 83 & Main Street, Lemont, Cook County, Illinois, as more particularly described in the Agreement.

B. **WHEREAS,** Seller and Buyer desire to amend the terms of the Agreement as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the covenants and premises contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller and Buyer agree as follows:

AGREEMENTS

1. **Defined Terms.** All undefined capitalized terms in this Amendment shall have the same meanings as in the Agreement, unless otherwise defined herein.

2. **Purchase Price**. The Purchase Price described in Section 1B of the Agreement is increased from One Million Five Hundred Thousand Dollars ($1,500,000.00) to Two Million Dollars ($2,000,000.00).

3. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic (email) copies of the signature pages to this Amendment shall be deemed to be originals for all purposes of this Amendment.

4. **Effect of Amendment.** Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed by Seller and Buyer. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control.

5. **Modifications**. This Amendment and the Agreement cannot be modified in any manner other than by written modification executed by Seller and Buyer.

6. **Successors and Assigns**. This Amendment is binding upon and inures to the benefit of Seller and Buyer and their respective successors and assigns.

7. **Representations and Warranties**. Seller and Buyer represent and warrant to each other respectively that they have the requisite power and authority to enter into this Amendment; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Amendment; that the signatories executing this Amendment on behalf of Seller and Buyer have been duly authorized and empowered to execute this Amendment on behalf of Seller and Buyer, respectively; and that this Amendment is valid and shall be binding upon and enforceable against Seller and Buyer and their respective successors and assigns and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

[*Remainder of page intentionally left blank; Signature page to follow*]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Amendment effective as of the day and year first written above.

Village of Lemont,

By:_____
John Egofske
Mayor

Lenny's Lemont Real Estate Development, LLC,

By:_____
Leonard McEnery
Manager

STATE ROUTE 83

116+00 115+00 114+00 113+00 112+00 111+00 110+00 109+00 108+00 107+00 106+00 105+00 104+00 103+00

MAIN STREET

PROJECT NAME
ADDRESS
CITY, STATE

TITLE

SCALE : 1"=150' (11x17)

0 150 300 FT

SCALE: 1" = 150'

N

DATE

C.1

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