

Village of Lemont

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen

Administrator
George J. Schafer



Trustees
Debby Blatzer
Paul Chialdikas
Clifford Miklos
Rick Sniegowski
Ronald Stapleton
Jeanette Virgilio

VILLAGE BOARD MEETING

November 9, 2015 – 7:00 PM

Village Hall – 418 Main Street

AGENDA

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. CONSENT AGENDA**
 - A. APPROVAL OF MINUTES**
 - 1. OCTOBER 26, 2015 VILLAGE BOARD MEETING MINUTES**
 - B. APPROVAL OF DISBURSEMENTS**
 - C. A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR BIRCH PATH SUBDIVISION**
 - D. A RESOLUTION URGING ILLINOIS STATE LEADERS TO RELEASE NON-GENERAL FUND REVENUES PAYABLE TO LOCAL GOVERNMENTS**
- IV. MAYOR'S REPORT**
 - A. REQUEST OF A TRUTH IN TAXATION PUBLIC HEARING FOR THE 2015 PROPOSED PROPERTY TAX LEVY**
 - B. AUDIENCE PARTICIPATION**
- V. CLERK'S REPORT**
 - A. CORRESPONDENCE**
 - B. ORDINANCES**
 - 1. AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 12775 MAIN STREET (ADMINISTRATION)(REAVES)(SCHAFER)**

2. AN ORDINANCE GRANTING AN AMENDMENT TO THE ANNEXATION AGREEMENT AND APPROVED PLANNED UNIT DEVELOPMENT FOR THE TARGET/KOHL'S SHOPPING CENTER IN LEMONT, IL (TARGET/KOHL'S SHOPPING CENTER AMENDMENT TO ANNEXATION AGREEMENT AND PUD AMENDMENT) (PLANNING & ED)(STAPLETON)(JONES)

- VI. VILLAGE ATTORNEY REPORT**
- VII. VILLAGE ADMINISTRATOR REPORT**
- VIII. BOARD REPORTS**
- IX. STAFF REPORTS**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. MOTION FOR EXECUTIVE SESSION**
- XIII. ACTION ON CLOSED SESSION ITEM(S)**
- XIV. MOTION TO ADJOURN**

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
October 26, 2015
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, October 26, 2015, at 7:00 p.m., with Mayor Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Roll call: Miklos, Sniegowski, Stapleton, Blatzer, Chialdikas; present. Virgilio, absent.

III. CONSENT AGENDA

Motion by Blatzer, seconded by Sniegowski, to approve the following items on the consent agenda by omnibus vote:

A. Approval of Minutes

1. September 28, 2015, Village Board Meeting Minutes
2. October 19, 2015 Committee of the Whole Meeting Minutes

B. Approval of Disbursements.

C. Ordinance O-35-15 Authorizing Sale and Disposal of Surplus Village Property.

D. Resolution R-51-15 Approving the Purchase of a 2016 Ford F550 XL 4x2.

E. Resolution R-52-15 Authorizing Execution of an Intergovernmental Agreement Between the Village of Lemont and Cook County for the Provision of Environmental Health Inspectional Services.

F. Resolution R-53-15 Authorizing the Purchase of Rock Salt.

G. Resolution R-54-15 Authorizing the Release of a Letter of Credit for Covington Knolls Unit One.

Roll Call: Miklos, Sniegowski, Stapleton, Blatzer, Chialdikas; present. Virgilio, absent.

IV. MAYOR'S REPORT

A. Police Pension Fund- Ed Mansell presented the Municipal Compliance Report, Actuary Report and GASB67/68 Report.

B. Audience Participation – None.

V. CLERK'S REPORT

A. ORDINANCE

1. Ordinance O-36-15 Amending Title 10 of the Lemont Municipal Code Relating to Parking (Downtown Parking Amendments). Motion by Chialdikas, seconded by Blatzer, to adopt said Ordinance. Roll call: Miklos, Sniegowski, Stapleton, Blatzer, Chialdikas; 5 ayes. Motion passed. Virgilio, absent.
2. Ordinance O-37-15 Granting Final Planned Unit Development (PUD) Plan/Plat Approval for a Fifty-Two Townhome and Thirty-Five Single-Family Detached Residential Subdivision Located at 11250 Archer Avenue and 12900 Main Street in Lemont, Illinois (Estates of Montefiori). Roll call: Miklos, Sniegowski, Stapleton, Blatzer, Chialdikas; 5 ayes. Motion passed. Virgilio, absent.

B. RESOLUTIONS

1. Item was not discussed or voted on. (Resolution R-55-15 Approving a Final Plat of Subdivision for a Property Located at 11250 Archer Avenue and 12900 Main Street in Lemont, Illinois.)
2. Resolution R-56-15 Approving a Final Plat of Subdivision for a Property Located at Parker Road and 131st Street, in Lemont, IL (Kettering Phase II). Motion by Blatzer, seconded by Sniegowski, to adopt said Resolution. Roll call: Miklos, Sniegowski, Stapleton, Blatzer, Chialdikas; 5 ayes. Motion passed. Virgilio, absent

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

- A. Police Department – Trick or Treating hours in Lemont will be from 3:00 – 6:30 p.m.

X. UNFINISHED BUSINESS – NONE

XI. NEW BUSINESS - NONE

XII. MOTION FOR EXECUTIVE SESSION

XIII. ACTION ON CLOSED SESSION ITEM

XIV. MOTION TO ADJOURN

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 7:26 p.m. VV 5 ayes. Motion passed. Virgilio absent.

Payment Register

From Payment Date: 10/27/2015 - To Payment Date: 11/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
12957	11/03/2015	Open			Accounts Payable	Cook County Treasurer	\$724.50		
	Invoice		Date	Description		Amount			
	2015-2		07/23/2015	EMIM 2015 - traffic signal maintenance		\$724.50			
12958	11/09/2015	Open			Accounts Payable	5th Avenue Construction	\$1,500.00		
	Invoice		Date	Description		Amount			
	2015-00000168(T)		10/26/2015	refund Temp Occ Bond - 12796 Dunmoor Dr		\$500.00			
	2015-00000168		10/26/2015	refund clean up deposit - 12796 Dunmoor Dr		\$1,000.00			
12959	11/09/2015	Open			Accounts Payable	Ali Tucker's Sweet Surprises, Inc	\$225.00		
	Invoice		Date	Description		Amount			
	1029151		10/29/2015	Food for Southwest Conference of Mayors		\$225.00			
12960	11/09/2015	Open			Accounts Payable	Ashbury Woods Development LLC	\$500.00		
	Invoice		Date	Description		Amount			
	2014-00000046(T)		10/23/2015	refund Temp Occ bond - 1537 Ashbury Circle		\$500.00			
12961	11/09/2015	Open			Accounts Payable	Ashland, Inc.	\$171.06		
	Invoice		Date	Description		Amount			
	131389003		10/30/2015	Supplies		\$171.06			
12962	11/09/2015	Open			Accounts Payable	AT&T Illinois	\$802.41		
	Invoice		Date	Description		Amount			
	63025719821015		10/25/2015	630 257-1982 589 2 ruffled fthrs l/s		\$92.27			
	63025704361015		10/25/2015	630 257-0436 056 6 glens of connemara l/s		\$96.21			
	63025795391015		10/25/2015	630 257-9539 074 6 keepataw trails l/s		\$92.37			
	63025752721015		10/25/2015	630 257-5272 181 8 metra station		\$114.77			
	63025724741015		10/25/2015	630 257-2474 474 0 p.d. phone line		\$250.92			
	63025722901015		10/25/2015	630 257-2290 820 6 well #3		\$155.87			
12963	11/09/2015	Open			Accounts Payable	Avalon Petroleum Company	\$12,218.92		
	Invoice		Date	Description		Amount			
	553754		10/02/2015	1146 gals unl fuel		\$2,641.53			
	016326		10/05/2015	1650 gals dsl fuel		\$3,828.00			
	553790		10/09/2015	850 gals unl fuel		\$1,972.00			
	553848		10/16/2015	1043 gals unl fuel		\$2,002.56			
	553891		10/23/2015	883 gals unl fuel		\$1,774.83			
12964	11/09/2015	Open			Accounts Payable	Bode, Denise, G	\$250.00		
	Invoice		Date	Description		Amount			
	15-10-28		10/28/2015	10/26/15, 10/28/15 training classes		\$250.00			
12965	11/09/2015	Open			Accounts Payable	Bruce, Susan, M.	\$44.50		
	Invoice		Date	Description		Amount			
	15-10-26		10/26/2015	reimbursement - Oriental Trading		\$44.50			
12966	11/09/2015	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,000.00		
	Invoice		Date	Description		Amount			
	15-11-02		11/02/2015	Oct 2015 legal		\$2,000.00			
12967	11/09/2015	Open			Accounts Payable	CDW Government, LLC	\$107.74		
	Invoice		Date	Description		Amount			
	XB85332		07/30/2015	IT Supplies		\$107.74			

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12968	11/09/2015	Open			Accounts Payable	Comcast Cable	\$327.03		
	Invoice		Date	Description		Amount			
	15-10-1615		10/25/2015	8771 20 147 0001615 v.h. cable TV		\$29.50			
	15-10-8896		10/22/2015	8771 20 147 0138896 p.w. cable/internet		\$297.53			
12969	11/09/2015	Open			Accounts Payable	ComEd	\$1,185.64		
	Invoice		Date	Description		Amount			
	15-10-0007		10/27/2015	1173160007 - street lights - talcott, e of stephen		\$168.84			
	15-10-7008		10/27/2015	1274527008 - street lights - Stephen, Sani Canal		\$6.92			
	15-10-8023		10/27/2015	2124138023 - street lights - 164 E Peiffer		\$44.63			
	15-10-4052		10/27/2015	2163104052 - street lights - stephen st 1 S river		\$36.54			
	15-10-4007		10/27/2015	2834014007 - street lights - Lite Rte 25 1080 Norwalk Rd		\$536.54			
	15-10-8014		10/27/2015	3909078014 - street lights - illinois, e of stephen		\$19.94			
	15-10-6007		10/27/2015	7710116007 - street lights - Stephen St, alley off canal		\$109.57			
	15-10-6066		10/27/2015	1763156066 - 0 Main St, Stephen St (Master Acct)		\$262.66			
12970	11/09/2015	Open			Accounts Payable	Compass Minerals America	\$5,519.84		
	Invoice		Date	Description		Amount			
	71397550		10/20/2015	Salt		\$2,730.84			
	71399759		10/24/2015	softener salt		\$2,789.00			
12971	11/09/2015	Open			Accounts Payable	Cook County Treasurer	\$724.50		
	Invoice		Date	Description		Amount			
	2015-3		10/21/2015	EMIM 2015 Traffic Signal Maintenance		\$724.50			
12972	11/09/2015	Open			Accounts Payable	Courtney's Safety Lane Inc	\$399.00		
	Invoice		Date	Description		Amount			
	5896		10/05/2015	safety inspection #1131		\$35.00			
	5911		10/07/2015	safety inspection #1012		\$35.00			
	5943		10/12/2015	safety inspection #118		\$35.00			
	5969		10/15/2015	safety inspections #1133, 1897, 1137		\$172.00			
	5977		10/16/2015	safety inspection #108		\$35.00			
	6024		10/28/2015	Safety Inspection		\$35.00			
	5990		10/20/2015	Safety Inspection		\$52.00			
12973	11/09/2015	Open			Accounts Payable	DiMeo Brothers, Inc.	\$240,067.80		
	Invoice		Date	Description		Amount			
	15053-1		10/27/2015	Lemont East Utility Extension		\$240,067.80			
12974	11/09/2015	Open			Accounts Payable	Emergency Vehicle Technologies	\$540.00		
	Invoice		Date	Description		Amount			
	3617		10/09/2015	repair 0144		\$540.00			
12975	11/09/2015	Open			Accounts Payable	ETP Labs Inc./EnviroTest/Perry Laboratories Inc.	\$200.00		
	Invoice		Date	Description		Amount			
	15-131311		10/15/2015	Sample Testing		\$200.00			
12976	11/09/2015	Open			Accounts Payable	Federal Signal Corp.	\$708.98		
	Invoice		Date	Description		Amount			
	6142819		10/07/2015	Emergency Equipment		\$708.98			

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12977	11/09/2015	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$2,341.18		
	Invoice		Date	Description		Amount			
	05027-33		10/29/2015	McCarthy Road Improvements		\$2,341.18			
12978	11/09/2015	Open			Accounts Payable	G & K Services, Inc.	\$124.16		
	Invoice		Date	Description		Amount			
	1028264874		10/15/2015	V.H. carpet mats		\$62.08			
	1028259255		10/01/2015	V.H. carpet mats		\$62.08			
12979	11/09/2015	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd.	\$6,855.09		
	Invoice		Date	Description		Amount			
	15-10-31		10/31/2015	Aero Heights recapture fees		\$6,855.09			
12980	11/09/2015	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$3,400.00		
	Invoice		Date	Description		Amount			
	2012927		10/25/2015	I.T. Support		\$2,400.00			
	2012944		11/03/2015	I.T. Support		\$1,000.00			
12981	11/09/2015	Open			Accounts Payable	Halper, Peggy	\$252.00		
	Invoice		Date	Description		Amount			
	0073		10/27/2015	10/21/15 PZC meeting minutes		\$252.00			
12982	11/09/2015	Open			Accounts Payable	Illinois Public Safety Agency Network	\$120.00		
	Invoice		Date	Description		Amount			
	00040780		12/01/2015	Leads support		\$120.00			
12983	11/09/2015	Open			Accounts Payable	Inkwell, Ltd.	\$37.99		
	Invoice		Date	Description		Amount			
	69196		10/27/2015	Copy Paper		\$37.99			
12984	11/09/2015	Open			Accounts Payable	J.G. Uniforms Inc	\$37.00		
	Invoice		Date	Description		Amount			
	39067		10/23/2015	nametape JRT		\$37.00			
12985	11/09/2015	Open			Accounts Payable	Jurinek & Riskus, Inc.	\$6,855.09		
	Invoice		Date	Description		Amount			
	15-10-31		10/31/2015	Aero Heights Recapture		\$6,855.09			
12986	11/09/2015	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	6039483		10/21/2015	046-2580918-001		\$277.98			
	6039484		10/21/2015	046-2580918-002		\$676.51			
12987	11/09/2015	Open			Accounts Payable	Lemont Fire Protection District	\$1,100.00		
	Invoice		Date	Description		Amount			
	15-10-31		10/31/2015	Oct 2015 impact fees		\$1,100.00			
12988	11/09/2015	Open			Accounts Payable	Lemont High School Dist 210	\$15,136.00		
	Invoice		Date	Description		Amount			
	15-10-31		10/31/2015	Oct 2015 impact fees		\$15,136.00			
12989	11/09/2015	Open			Accounts Payable	Lemont Park District	\$9,994.50		
	Invoice		Date	Description		Amount			
	15-10-31		10/31/2015	Oct 2015 impact fees		\$9,994.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12990	11/09/2015	Open			Accounts Payable	Lemont Public Library District	\$1,849.02		
	Invoice		Date	Description		Amount			
	15-10-31		10/31/2015	Oct 2015 impact fees		\$1,849.02			
12991	11/09/2015	Open			Accounts Payable	Lemont-Bromberek Combined School District 113A	\$29,476.64		
	Invoice		Date	Description		Amount			
	15-10-31		10/31/2015	Oct 2015 impact fees		\$29,476.64			
12992	11/09/2015	Open			Accounts Payable	Mark-It Striping Inc	\$9,548.05		
	Invoice		Date	Description		Amount			
	15192-2F		10/22/2015	2015 Pavement Striping Program		\$9,548.05			
12993	11/09/2015	Open			Accounts Payable	Martino Concrete Company	\$13,897.10		
	Invoice		Date	Description		Amount			
	1596		11/02/2015	hazardous sidewalk repair		\$13,897.10			
12994	11/09/2015	Open			Accounts Payable	Menards	\$268.85		
	Invoice		Date	Description		Amount			
	72839		10/22/2015	Maint. Supplies		\$268.85			
12995	11/09/2015	Open			Accounts Payable	Minuteman Press of Orland Park	\$243.00		
	Invoice		Date	Description		Amount			
	7490		10/20/2015	printing- field directory books		\$243.00			
12996	11/09/2015	Open			Accounts Payable	Napa Auto Parts	\$149.00		
	Invoice		Date	Description		Amount			
	10000073730		10/30/2015	parts subscription service		\$149.00			
12997	11/09/2015	Open			Accounts Payable	NiCor Gas	\$102.80		
	Invoice		Date	Description		Amount			
	15/10-8700 1		10/20/2015	93-56-54-8700 1 smith farms l/s		\$26.72			
	15/10-9589 2		10/21/2015	37-62-87-9589 2 target-kohls l/s		\$25.39			
	15/10-200 8(2)		10/29/2015	37-54-52-2000 8 well #3		\$50.69			
12998	11/09/2015	Open			Accounts Payable	Northern Tool & Equipment	\$135.94		
	Invoice		Date	Description		Amount			
	33894741		10/08/2015	118916 - air hose		\$135.94			
12999	11/09/2015	Open			Accounts Payable	OfficeMax Incorporated	\$116.37		
	Invoice		Date	Description		Amount			
	526945		10/21/2015	Supplies		\$62.38			
	643179		10/29/2015	Supplies		\$53.99			
13000	11/09/2015	Open			Accounts Payable	Orange Crush, LLC	\$20,943.05		
	Invoice		Date	Description		Amount			
	497421		10/15/2015	Blacktop		\$8,979.20			
	497661		10/19/2015	Street repair supplies		\$2,207.08			
	498301		10/23/2015	Blacktop		\$212.00			
	498005		10/21/2015	Blacktop		\$8,694.12			
	498148		10/22/2015	Blacktop		\$162.18			
	498509		10/26/2015	Materials & Supplies-maintenance, safety, hardware, uniforms		\$265.00			
	495781		10/05/2015	Blacktop		\$423.47			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13001	11/09/2015	Open			Accounts Payable	Otis Elevator Co	\$859.83		
	Invoice		Date	Description		Amount			
	CYS05393A15		09/21/2015	305887 - 10/01/15-12/31/15 service		\$859.83			
13002	11/09/2015	Open			Accounts Payable	Parry, Mona	\$161.95		
	Invoice		Date	Description		Amount			
	15-10-28		10/28/2015	reimbursement-DollarTree, Menards, OfficeMax, PaperMart for Gala		\$161.95			
13003	11/09/2015	Open			Accounts Payable	Patrick B Murphy Inc	\$1,700.00		
	Invoice		Date	Description		Amount			
	467		10/26/2015	Televised Sewer Porter St		\$1,700.00			
13004	11/09/2015	Open			Accounts Payable	Pelen, Laura	\$1,885.00		
	Invoice		Date	Description		Amount			
	VOL 2015-103		10/30/2015	Sep 1-Oct 30 Branding		\$1,885.00			
13005	11/09/2015	Open			Accounts Payable	Prestige Power Washing Inc	\$250.00		
	Invoice		Date	Description		Amount			
	P4521		09/16/2015	power wash tire tracks		\$250.00			
13006	11/09/2015	Open			Accounts Payable	Proven Business Systems, LLC	\$561.88		
	Invoice		Date	Description		Amount			
	273068		10/19/2015	P.D. copier usage		\$561.88			
13007	11/09/2015	Open			Accounts Payable	Puckerville Farms	\$445.00		
	Invoice		Date	Description		Amount			
	15-10-14		10/14/2015	corn stalks & straw bales		\$445.00			
13008	11/09/2015	Open			Accounts Payable	Quill Corporation	\$18.98		
	Invoice		Date	Description		Amount			
	8424683		10/06/2015	supplies		\$18.98			
13009	11/09/2015	Open			Accounts Payable	Quinlan Security Systems	\$208.53		
	Invoice		Date	Description		Amount			
	17346		11/01/2015	D4-16315 - Nov 15-Jan 16 monitoring and maintenance		\$208.53			
13010	11/09/2015	Open			Accounts Payable	Radar Man Inc	\$296.93		
	Invoice		Date	Description		Amount			
	2818		10/19/2015	Radar repairs		\$296.93			
13011	11/09/2015	Open			Accounts Payable	Rag's Electric	\$9,481.16		
	Invoice		Date	Description		Amount			
	20341		10/22/2015	generator at Chipains		\$4,570.00			
	20331		10/13/2015	Emergency Repair/ Pump House		\$4,615.00			
	20360		10/27/2015	Light Parts		\$296.16			
13012	11/09/2015	Open			Accounts Payable	Rainbow Printing	\$175.45		
	Invoice		Date	Description		Amount			
	411474		10/06/2015	Blank gloss paper stock		\$48.00			
	411504		10/21/2015	Forms		\$51.50			
	411505		10/21/2015	printing		\$75.95			
13013	11/09/2015	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$365.86		
	Invoice		Date	Description		Amount			
	1558075-IN		10/20/2015	Uniforms CSO		\$44.97			
	1558077-IN		10/20/2015	Uniforms-Smith		\$137.90			

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	1558412-IN		10/22/2015		Jansma Uniforms		\$182.99		
13014	11/09/2015	Open			Accounts Payable	RR Donnelley	\$239.92		
	Invoice		Date	Description			Amount		
	350069956		10/21/2015	W-2/1099 Forms			\$239.92		
13015	11/09/2015	Open			Accounts Payable	Rush Truck Centers	\$28.53		
	Invoice		Date	Description			Amount		
	3000365350		10/14/2015	Parts			\$28.53		
13016	11/09/2015	Open			Accounts Payable	ServiceMaster By Bouck	\$2,684.00		
	Invoice		Date	Description			Amount		
	5718538		11/01/2015	janitorial supplies			\$134.00		
	5718537		11/01/2015	Nov 2015 cleaning service			\$2,550.00		
13017	11/09/2015	Open			Accounts Payable	Shred-It USA, LLC	\$60.00		
	Invoice		Date	Description			Amount		
	9407913147		10/19/2015	shredding			\$60.00		
13018	11/09/2015	Open			Accounts Payable	Southwest Central Dispatch	\$26,067.80		
	Invoice		Date	Description			Amount		
	15-10-15		10/15/2015	Nov 2015 assessment			\$26,067.80		
13019	11/09/2015	Open			Accounts Payable	Target Outdoor Power	\$54.87		
	Invoice		Date	Description			Amount		
	0030714		10/23/2015	parts			\$54.87		
13020	11/09/2015	Open			Accounts Payable	The Carroll-Keller Group, Ltd.	\$490.00		
	Invoice		Date	Description			Amount		
	8223		10/12/2015	Finance Training			\$490.00		
13021	11/09/2015	Open			Accounts Payable	Tressler, LLP	\$22,527.72		
	Invoice		Date	Description			Amount		
	364351		10/22/2015	IMET Recovery			\$317.11		
	364272		10/20/2015	Sep 2015 retainer			\$9,241.12		
	364273		10/20/2015	Sep 2015 general services			\$8,429.49		
	364276		10/20/2015	Sep 2015 general services			\$4,540.00		
13022	11/09/2015	Open			Accounts Payable	United Septic, Inc.	\$28,195.70		
	Invoice		Date	Description			Amount		
	15228-1		11/02/2015	2015 sanitary sewer cleaning & televising			\$28,195.70		
13023	11/09/2015	Open			Accounts Payable	V & N Concrete Products, Inc.	\$224.25		
	Invoice		Date	Description			Amount		
	29515		10/23/2015	maintenance supplies			\$224.25		
13024	11/09/2015	Open			Accounts Payable	Vision Service Plan	\$1,003.07		
	Invoice		Date	Description			Amount		
	15-10-19		10/19/2015	Nov 2015 vision insurance premiums			\$1,003.07		
13025	11/09/2015	Open			Accounts Payable	WEX Fleet Universal	\$541.28		
	Invoice		Date	Description			Amount		
	42770962		10/31/2015	0414-00-669199-2 Oct 2015 retail fuel purchases			\$541.28		
13026	11/09/2015	Open			Accounts Payable	Zee Medical Inc.	\$331.17		
	Invoice		Date	Description			Amount		
	0100034182		10/06/2015	first aid cabinet supplies			\$91.19		

Payment Register

From Payment Date: 10/27/2015 - To Payment Date: 11/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	0100034212		10/12/2015		eye wash station supplies		\$239.98		
13027	11/09/2015	Open			Accounts Payable	Lithuanian Museum of Art	\$600.00		
	Invoice		Date	Description		Amount			
	15-10-25		10/25/2015	10/12/15-10/25/15 rental of museum gallery for "Gifted" Gala		\$600.00			
13028	11/09/2015	Open			Accounts Payable	St Nicholas Philoptochos Church	\$1,200.00		
	Invoice		Date	Description		Amount			
	15-10-17		10/17/2015	Food for Art & Culture's "Gifted" Gala - preparation and service		\$1,200.00			
13029	11/09/2015	Open			Accounts Payable	Petty Cash	\$422.67		
	Invoice		Date	Description		Amount			
	15-11-02		11/02/2015	reimbursement		\$422.67			
13030	11/09/2015	Open			Accounts Payable	Greanias, Nicholas, J	\$199.37		
	Invoice		Date	Description		Amount			
	15-10-26		10/26/2015	reimbursement-Costco, Jewel, Aldi, OfficeMax, Chipains for Gala		\$199.37			
13031	11/09/2015	Open			Accounts Payable	Kwiatkowski, Theresa	\$59.00		
	Invoice		Date	Description		Amount			
	15-10-26		10/26/2015	reimbursement - Shaw Media, Metromix.com for Gala		\$59.00			
13032	11/09/2015	Open			Accounts Payable	Perri, Joseph	\$198.32		
	Invoice		Date	Description		Amount			
	15-10-26		10/26/2015	reimbursement - Blue Harbor, HomeGoods prizes for Gala		\$198.32			
13033	11/09/2015	Open			Accounts Payable	Polak, Frank	\$146.00		
	Invoice		Date	Description		Amount			
	15-10-26		10/26/2015	refund sticker #11053 - resides in unincorporated Cook Co		\$146.00			
13034	11/09/2015	Open			Accounts Payable	Prairie Glenn Inc	\$1,500.00		
	Invoice		Date	Description		Amount			
	2014-00000380		10/29/2015	refund Clean Up and Temp CO bonds - 1270 Franciscan Dr		\$1,500.00			
13035	11/09/2015	Open			Accounts Payable	Helbling, Jim	\$100.00		
	Invoice		Date	Description		Amount			
	15-10-26		10/26/2015	10/24/15 hayrides		\$100.00			
13036	11/09/2015	Open			Accounts Payable	Huber, Chris	\$100.00		
	Invoice		Date	Description		Amount			
	15-10-26		10/26/2015	10/24/15 hayrides		\$100.00			
Type Check Totals:							\$495,538.48		
EFT									
147	10/27/2015	Reconciled		09/30/2015	Accounts Payable	FM Bankcard Processing Center	\$31,666.18	\$31,666.18	\$0.00
	Invoice		Date	Description		Amount			
	2016-00000707		10/27/2015	August Procurement card purchases		\$31,666.18			
Type EFT Totals:							\$31,666.18	\$31,666.18	\$0.00
FM-Clearing - Accounts Payable Totals									
			Checks	Status	Count	Transaction Amount		Reconciled Amount	

Payment Register

From Payment Date: 10/27/2015 - To Payment Date: 11/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open		80	\$495,538.48	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		80	\$495,538.48	\$0.00
					EFTs				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		0	\$0.00	\$0.00
					Reconciled		1	\$31,666.18	\$31,666.18
					Voided		0	\$0.00	\$0.00
					Total		1	\$31,666.18	\$31,666.18
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		80	\$495,538.48	\$0.00
					Reconciled		1	\$31,666.18	\$31,666.18
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		81	\$527,204.66	\$31,666.18

Payment Register

From Payment Date: 10/27/2015 - To Payment Date: 11/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-GMAT Grant - GMAT Grant									
Check 2236	10/29/2015	Open			Accounts Payable	Illinois State Treasurer	\$2,850.00		
	Invoice		Date	Description		Amount			
	15-10-28		10/28/2015	Grant reimbursement - 2010 Ford Fusion sold		\$2,850.00			
Type Check Totals:						1 Transactions	\$2,850.00		
FM-GMAT Grant - GMAT Grant Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$2,850.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$2,850.00	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$2,850.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$2,850.00	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$498,388.48	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$498,388.48	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	1	\$31,666.18	\$31,666.18
	Voided	0	\$0.00	\$0.00
	Total	1	\$31,666.18	\$31,666.18

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$498,388.48	\$0.00
	Reconciled	1	\$31,666.18	\$31,666.18
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$530,054.66	\$31,666.18

VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR
BIRCH PATH SUBDIVISION**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 9TH DAY OF NOVEMBER, 2015**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village of
Lemont, Cook, Will and DuPage Counties,
Illinois on this 9th day of November, 2015**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT
FOR BIRCH PATH SUBDIVISION**

WHEREAS, pursuant to the Lemont Unified Development Ordinance of 2008, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of subdivision improvements; and

WHEREAS, in the matter of the Birch Path subdivision located east of Stonybrook Drive in Lemont, IL, United Trust Bank of Palos Heights, IL issued Irrevocable Letter of Credit No. 2015-4-30 in the amount of \$132,250.00, Irrevocable Letter of Credit No. 2015-5-5 in the amount of \$553,750.00 and Irrevocable Letter of Credit No. 2015-5-5A in the amount of \$80,779.79 and deposited each with the Village of Lemont to guarantee completion of subdivision improvements; and

WHEREAS, in consideration of the completion of certain improvements within the Birch Path subdivision the Lemont Village Board of Trustees approved Resolutions R-35-15 and R-49-15, granting the release of Letters of Credit 2015-4-30 and 2015-5-5A and the reduction of Letter of Credit 2015-5-5 to its current balance of \$430,616.57.

WHEREAS, J. Michael Ford, on behalf of Tempo Development, developer of Birch Path subdivision, has completed certain improvements and has requested a reduction in the aforementioned letter of credit; and

WHEREAS, the Village Engineer of the Village of Lemont has inspected certain portions of the improvements and has found these portions to have been satisfactorily installed; and

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that:

1. Irrevocable Letter of Credit No. 2015-5-5 is hereby reduced to a balance of \$199,027.91.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, on this 9th day of November, 2015.

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniegowski

Jeanette Virgilio

APPROVED by me this 28th day of September, 2015

BRIAN K. REAVES, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Chris Smith, Finance Director

Subject: Resolution Urging Illinois State Leaders to Release Non-General Fund Revenues Payable to Local Governments

Date: November 9, 2015

BACKGROUND/HISTORY

The State of Illinois has been operating without a Fiscal Year 2016 state budget since July 1, 2015. Various revenues that are remitted to the local municipalities have been held by the State. Local municipalities rely on the state disbursements for services such as road construction, maintenance, snow plowing activity, etc. The Illinois Municipal League has encouraged municipalities to adopt the attached Resolution urging the release of Motor Fuel Tax Funds, Local Use Tax, video gaming fees, casino fees, and E911 funds.

RECOMMENDATION

Adopt the Resolution Urging Illinois State Leaders to Release Non-General Fund Revenues Payable to Local Governments.

ATTACHMENTS (IF APPLICABLE)

1. Resolution

Resolution No. _____

Resolution Urging Illinois State Leaders to Release Non-General Fund Revenues Payable to Local Governments

WHEREAS, the State of Illinois has been operating without a Fiscal Year 2016 state budget since July 1, 2015; and

WHEREAS, the absence of a budget has resulted in the state withholding over \$150 million in revenue owed to municipal governments for lack of appropriation authority; and

WHEREAS, critical local services, such as road construction, maintenance, and repair will remain underfunded until state leaders take action to release local Motor Fuel Tax Funds to municipalities; and

WHEREAS, many municipalities rely on state distributions of local revenue to fund their 9-1-1 service centers and, without these funds, the effectiveness of emergency services to reach citizens will be in peril; and

WHEREAS, municipal budgets and basic services will be negatively impacted without the release of local Use Tax, video gaming fees, and casino fees.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS that: we call upon the Governor and General Assembly to take action to immediately release all non-general fund revenues owed to local governments. These funds include revenues from the Motor Fuel Tax, Wireless Service Emergency Fund, Use Tax, Local Government Video Gaming Distributive Fund, and casino gaming;

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, Comptroller, Senate President, Senate Minority Leader, House Speaker, House Minority Leader, local legislators, and the Illinois Municipal League.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 9th Day of November 2015.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Chris Smith, Finance Director

Subject: Request a Truth in Taxation Public Hearing for the 2015 Proposed Property Tax Levy

Date: November 9, 2015

BACKGROUND/DISCUSSION

On October 19, 2015, the Village Board approved a proposed 2015 Property Tax Levy of \$3,110,068 which is 4.84% greater than the previous year. Per State Statute, 35 ILCS 200/18-55, the Village is required to hold a truth in taxation public hearing if the Corporate Purpose and Tax Extension is greater than 105% of the previous year. The amount is not greater than 5%; however, in order to stay consistent with historical practices and for transparency purposes the Village is holding a public hearing on November 23, 2015. The attached public notice that will be published in the Lemont Suburban Life on November 13, 2015.

RECOMMENDATION

Schedule the truth in taxation public hearing on November 23, 2015 for the 2015 Proposed Property Tax Levy.

ATTACHMENTS (IF APPLICABLE)

- Publication

**NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR
VILLAGE OF LEMONT**

- I. A PUBLIC HEARING TO APPROVE A PROPOSED PROPERTY TAX LEVY INCREASE FOR THE VILLAGE OF LEMONT FOR 2015 WILL BE HELD ON NOVEMBER 23, 2015 AT 7:00 P.M. AT THE VILLAGE HALL 418 MAIN STREET LEMONT, ILLINOIS.

ANY PERSON DESIRING TO APPEAR AT THE PUBLIC HEARING AND PRESENT TESTIMONY TO THE TAXING DISTRICT MAY CONTACT CHARLENE SMOLLEN, VILLAGE CLERK, 418 MAIN STREET, LEMONT, ILLINOIS 60439 (630) 257-1590.

- II. THE CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES EXTENDED OR ABATED FOR 2014 WERE \$ 2,966,478.

THE PROPOSED CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES TO BE LEVIED FOR 2015 ARE \$ 3,110,068 . THIS REPRESENTS A 4.84% INCREASE OVER THE PREVIOUS YEAR.

- III. THE PROPERTY TAXES EXTENDED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2014 WERE \$0.

THE ESTIMATED PROPERTY TAXES TO BE LEVIED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2015 ARE \$ 0 THIS REPRESENTS A 0% INCREASE OVER THE PREVIOUS YEAR.

- IV. THE TOTAL PROPERTY TAXES EXTENDED OR ABATED FOR 2014 WERE \$2,966,478.

THE ESTIMATED TOTAL PROPERTY TAXES TO BE LEVIED FOR 2015 ARE \$3,110,068. THIS REPRESENTS A 4.84% INCREASE OVER THE PREVIOUS YEAR.

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator

Subject: **AN ORDINANCE AUTHORIZING THE ACQUISITION OF
CERTAIN REAL PROPERTY KNOWN AS 12775 MAIN STREET**

Date: November 5, 2015

BACKGROUND/HISTORY

The Village has been acquiring and assembling property within its Gateway TIF District with the goals of spurring economic development for the area. The Village has come to terms with the owner of the last remaining property located at 12775 Main Street, more commonly referred to as the Meineke property. Attached to this memo is the ordinance and the fully executed agreement which gives the Mayor, Village Administrator and/or Village attorney authority to fully execute the transaction to purchase the property.

RECOMMENDATION

Staff is recommending the attached ordinance and execution of the agreement

ACTION REQUIRED

Motion to Approve Ordinance.

ATTACHMENTS

1. Ordinance
2. Executed Agreement

**VILLAGE OF LEMONT
ORDINANCE NO. O-____-15**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL
PROPERTY KNOWN AS 12775 MAIN STREET**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 9TH DAY OF NOVEMBER, 2015**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 9th day of November 2015.**

Ordinance No. O-____-15

**AN ORDINANCE AUTHORIZING THE
ACQUISITION OF CERTAIN REAL PROPERTY KNOWN
AS 12775 MAIN STREET**

WHEREAS, the Village Board finds that the acquisition of the real property legally described on **Exhibit A** and commonly known as 12775 Main Street (PIN 22-13-302-005), is necessary, convenient and in the interest of the Village of Lemont;

WHEREAS, pursuant to Section 5/2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12) the Village of Lemont (“Village”) may acquire and hold real property for corporate purposes; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The Village Board finds the above recitals to be true, incorporates them into this ordinance, and further finds that it is necessary, convenient and in the interest of public health, safety and welfare of the residents of the Village to acquire the real property legally described on Exhibit A.

SECTION 2: The Mayor, Mayor Pro Tem and the Village Administrator are hereby authorized to execute the Agreement for Sale and Purchase attached as Exhibit B and is hereby authorized to take any other steps necessary to otherwise carry out this Ordinance and carry out any other actions as they deem in the best interest of the Village of Lemont.

SECTION 3: Upon execution of Exhibit B and the filing of same with the Village Clerk, the Mayor and the Village Administrator are authorized to execute any and all documents and to take all necessary actions to acquire said Property. The Village Attorney Tressler LLP, Jeffrey M. Stein and William G. Raysa, or their designees, are authorized to execute any and all documents which are necessary for the closing of the transaction at or prior to the closing of this transaction.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE,
ILLINOIS, on this 9th day of November, 2015.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

More commonly known as 12775 Main Street, Lemont, Illinois 60439

Tax I.D. Nos: 22-13-302-005-0000

Legal:

THE EAST 110 FEET OF LOT 9 IN COUNTY CERK'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 100 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, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

AGREEMENT FOR SALE AND PURCHASE

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (herein "**Agreement**"), is made as of the _____ day of _____, 2015 (herein "**Effective Date**") and entered into by and between BALSAMO BROTHERS RACING, INC., an Illinois corporation (herein "**Seller**"), and the VILLAGE OF LEMONT, an Illinois municipal corporation (herein "**Purchaser**"). The Purchaser and the Seller are collectively referred to herein as "**Parties**" and, in consideration of their mutual promises and covenants herein contained, the Parties agree as follows:

I. RECITALS

A. The Seller desires to sell and the Purchaser desires to acquire the fee title ownership of certain real property commonly known as 12775 Main Street (herein "**Property**"), Lemont Illinois, legally described in Section II of this Agreement.

B. The Parties acknowledge that the culmination of the transaction contemplated in this Agreement (herein the "**Closing**") expected to occur on _____, 2015, but may be delayed to a date later than _____, 2015, in the event the Purchaser's investigation of the soil conditions of the Property reveal conditions requiring remediation thereof; and in such event the Parties will agree to further delay the Closing from _____, 2015, until a date and time mutually agreed upon by the attorneys for the Parties after the date certain contingencies recited later in this Agreement have occurred.

II. PROPERTY TO BE SOLD AND CONVEYED

A. The Seller shall sell and convey to the Purchaser and the Purchaser shall purchase from the Seller, for the purchase price set forth in Section III and upon the terms and conditions herein set forth, the Property which has the following permanent property index number: 22-13-302-005; and is legally described as:

THE EAST 110 FEET OF LOT 9 IN COUNTY CERK'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 100 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, IN COOK COUNTY, ILLINOIS.

B. No personal property is included in the sale of the Property.

III. PURCHASE PRICE

The purchase price to be paid to the Seller by the Purchaser for the Property shall be payable as follows: Five Hundred Thousand and No/100ths United States Dollars (\$500,000.00) (herein "**Purchase Price**") shall be paid in cash into an escrow as set forth in Section IV.

IV. ESCROW DEPOSITS – PAYMENT OF BASIC PURCHASE PRICE

A. Following execution of this Agreement, the respective attorneys for each of the Parties will establish a strict joint order escrow in form substantially as that attached hereto as **Exhibit A** (herein "**Joint Order Escrow**") with the Westchester branch of Chicago Title Insurance Company and Chicago Title and Trust Company (collectively herein "**Title Company**"). The cost of the Joint Order Escrow shall be borne equally by the Parties.

B. Provided the Joint Order Escrow has been established with the Title Company, the Purchaser shall deposit the Purchase Price into the Joint Order Escrow prior to Closing. In the event the Purchase Price in the Joint Order Escrow is placed into an interest-bearing account in the sole discretion of and at the direction of either the Seller or the Purchaser, all interest shall accrue in favor of and be paid to the Purchaser at the termination of the Joint Order Escrow.

V. DUE DILIGENCE: INSPECTION, TITLE AND SURVEY MATTERS

During the time between the Effective Date and the date which is thirty (30) days after the Effective Date, and in accordance with an Access Agreement in a form substantially as that attached hereto as **Exhibit B** the Purchaser's duly authorized officers, agents, and independent contractors shall have the right to enter upon the Property and into the buildings thereon to undertake surveys, review of the condition of title, studies, tests and other investigations (herein "**Due Diligence**") as the Purchaser deems necessary including but not limited to: Soils and environmental studies, structural and mechanical studies, and asbestos studies, whether contemplated in this Section or not. This thirty (30) day period, within which the Purchaser shall perform its Due Diligence, shall be extended by the Seller for one (1) additional thirty (30) day period in the event the Purchaser determines in its sole and absolute discretion that additional studies or other investigations are required or desirable. In order to extend this time for such one additional thirty (30) day period pursuant to the immediately preceding sentence, the Purchaser shall deliver a written notification thereof given in the manner set forth in Section XIII of this Agreement (herein "**Notice**") to the Seller on or prior to the thirtieth (30th) day after the Effective Date. This sixty (60) day period, as the case may be, is herein the "**Due Diligence Period**". To the extent such information is in the possession or control of the Seller or may be obtained by the Seller at the Purchaser's cost and expense through the exercise of commercially reasonable efforts, such information shall be furnished by the Seller to the Purchaser.

A. Hazardous Materials and Other Site Investigation. During the Due Diligence Period and at the sole cost and expense of the Purchaser, the Purchaser will cause to be conducted a Phase 1 Environmental Site Assessment.

1. Following its receipt of each, the Purchaser shall provide the Seller with a copy of the Survey and a copy of the Phase 1 Environmental Site Assessment.

2. If the Phase 1 Environmental Site Assessment reveals recognized environmental conditions for the potential presence of petroleum products or hazardous substances on the Property (herein "**Soil Contamination**"), the Purchaser shall at the Purchaser's cost cause a Phase 2 Environmental Site Assessment of the Property to be conducted.

3. If the Purchaser's Phase 2 Environmental Site Assessment reveals the presence of Soil Contamination, the Seller, in its sole discretion and at its sole option may either (a) terminate this Agreement or (b) authorize the Purchaser to undertake remediation of the Soil Contamination at the Seller's sole cost and expense with diligent and continuous effort, promptly commencing such remediation and thereafter prosecuting same with diligence and continuity. In the event the Seller has chosen option (b), the time of Closing shall be extended until the remediation has been completed provided the Seller is not in Default for having failed to continuously prosecute such remediation with diligence and continuity.

4. By the expiration of the Due Diligence Period, if the Purchaser chooses to do so, the Purchaser will have examined all soils, engineering, environmental, hazardous waste, geotechnical, wetlands, feasibility and other studies and reports which the Purchaser obtains in connection with the Property and such other information relating to the Property that is specifically requested by the Purchaser of the Seller by Notice given prior to the expiration of the Due Diligence Period, to the extent such information is in the possession or control of the Seller or may be obtained by the Seller at the Purchaser's cost and expense through the exercise of commercially reasonable efforts.

5. During the Due Diligence Period, the Purchaser may also obtain and review written reports of searches of the records of the Office of Recorder of Deeds of Cook County (herein "**Recorder**"), Illinois, the Secretary of State of Illinois, the U.S. District Court for the Northern District of Illinois and any such other necessary governmental agencies confirming the absence or presence of security interests, judgments, tax liens and bankruptcy proceedings which affect or could affect the Property or any interest therein to be transferred to the Purchaser pursuant to this Agreement.

B. The Parties hereby acknowledge receipt of the Title Company's Title Insurance Commitment No. _____ dated _____, 2015 (herein "**Title Commitment**") attached hereto and hereby made a part hereof as **Exhibit C**) issued by the Title Company showing the condition of title to the Property and wherein the Title Company shall commit to issue to the Purchaser in the amount of the Purchase Price an owner's title insurance policy, being an American Property Title Association (herein "**ALTA**") Form B owner's title insurance policy, naming the Purchaser as the proposed insured, with extended coverage over the five general exceptions and revealing that the Seller is the owner and titleholder of record of the Property and revealing, in addition, all access, ingress and egress and utility easements and right-of-way required hereunder or used in connection with the Property as being held by and for the benefit of the Seller and containing endorsements over all the general title exceptions as well as location, ALTA survey contiguity, access and "EPA Superlien" endorsements (herein "**Title Policy**"). As to the matters therein set forth, the Seller shall cooperate to obtain such coverage and endorsements.

C. During the Due Diligence Period and at the Seller's sole cost and expense, the Purchaser shall cause a current survey of the Property dated not more than six (6) months prior to the Closing (herein "**Survey**") to be prepared by a registered real estate surveyor, licensed by the State of Illinois, in accordance with ALTA/ASCM survey standards and certified to the Title Company and the Purchaser as necessary to satisfy the requirements for title insurance with the

extended coverage described in this Agreement and showing all improvements presently located on the Property, including buildings, fences, patios, sidewalks and driveways; all easements of record; building set back lines of record; measurements of all lot lines and distances thereof to the buildings; and encroachments, if any.

D. The Title Commitment and Survey (collectively herein "**Title Evidence**") described in this Section V may disclose: (a) general real estate taxes not yet due and payable as of the Closing Date; (b) covenants, easements, restrictions and documents of record which, in the Purchaser's sole judgment, do not interfere with or adversely affect the Purchaser's intended use of the Property; and (c) any other matters not objected to in writing by the Purchaser and which are acceptable to the Purchaser in its sole and absolute discretion (collectively, herein "**Permitted Exceptions**").

1. The Seller shall cooperate with Purchaser in the ascertainment of liens and encumbrances of a definite and ascertainable amount which arise on or before the date of Closing. During the Due Diligence Period and prior to Closing, the Purchaser shall review the Title Commitment (Exhibit C) which shall be later-dated at Closing as well as the Survey and shall be permitted to identify the "**Unpermitted Exceptions**" herein collectively "Unpermitted Exceptions" includes: (i) liens and encumbrances of a definite and ascertainable amount appearing in the Title Commitment (Exhibit C), (ii) liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Commitment (Exhibit C), (iii) Survey matters for which Notice is given and (iv) Defects. Following receipt of Notice thereof, the Seller and the Purchaser shall cooperate to remove such Unpermitted Exceptions at the Seller's sole cost and expense.

a. It is understood that all Unpermitted Exceptions shall be removed by the Seller at the Seller's sole cost and expense prior to Closing.

b. The Seller represents, warrants and covenants that between the date of the Title Commitment (Exhibit C) and the conclusion of the Due Diligence Period, if title to the Property is or becomes encumbered with Unpermitted Exceptions or if the Seller is unable to remove the Unpermitted Exceptions, the Purchaser shall be permitted to terminate this Agreement in its sole discretion and all of the Purchase Price shall be returned to the Purchaser and, upon the Purchaser's receipt of the Purchase Price, this Agreement shall be null and void and of no further force or effect and forward a statement for its costs to the Seller.

2. If the Title Evidence discloses: Deficiencies in endorsements or in matters other than the Permitted Exceptions or Unpermitted Exceptions; or, with respect to any UCC Statement, liens or claims not permitted hereunder; or liens and encumbrances of a definite and ascertainable amount (hereinafter collectively referred to as "**Defects**"), the Defects shall, as a condition of the Closing, be corrected by the Seller within five (5) days of Notice from the Purchaser.

E. Notwithstanding anything in this Agreement to the contrary, if for any reason and in its sole and absolute discretion the Purchaser is dissatisfied with the title, inspection and/or survey matters, the Purchaser's Village Administrator shall give or cause to be given Notice to the Title Company and the Seller and thereupon the Title Company without further authorization shall return all of the Purchase Price to the Purchaser and, upon the Purchaser's receipt of the Purchase Price, this Agreement shall be null and void and of no further force or effect.

VI. FOLLOWING THE DUE DILIGENCE PERIOD — PRIOR TO CLOSING

A. If the Purchaser is satisfied with the title, inspection, due diligence and survey matters, the Purchaser's Village Administrator shall deliver or cause to be delivered a Notice to the Seller and the Title Company stating the Purchaser's formal, official written acceptance (herein "**Notice of Approval**") of the title, inspection and survey matters of the Property.

1. If such Notice of Approval is given, upon receipt of the above Notice of Approval the Seller shall deposit into the Joint Order Escrow the Seller's recordable special corporate deed fully executed and in the form thereof attached hereto and made a part hereof as **Exhibit D** (herein "**Special Corporate Deed**") conveying to the Purchaser fee title to the Property free and clear of all claims, liens and encumbrances, except for any Permitted Exceptions.

2. Upon receipt of the Special Corporate Deed from the Seller, the Title Company shall utilize as much of the Purchase Price as is necessary to clear title of all (i) liens and encumbrances of a definite and ascertainable amount appearing in the Title Commitment (Exhibit C), (ii) all outstanding mortgages of record and all other liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Commitment (Exhibit C), (iii) Survey matters that the Purchaser finds objectionable in its sole and absolute discretion and which it identifies by Notice to the Seller and (iv) Defects [collectively, (i) liens and encumbrances of a definite and ascertainable amount appearing in the Title Commitment (Exhibit C), (ii) liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Commitment (Exhibit C), (iii) Survey matters for which Notice is given and (iv) Defects are herein "**Unpermitted Exceptions**"] which have arisen before or after the date of the Title Commitment (Exhibit C), unless such exceptions arose by actions of the Purchaser or its agents; and forward the remaining balance of the Purchase Price, if any, to the Seller.

B. Between the Effective Date hereof and the Closing Date the Seller shall not cause the Property or any part thereof to be alienated, encumbered or transferred in favor of or to any person, firm, company or corporation whatsoever.

C. Between the Effective Date and the Closing Date, the Purchaser shall have the continuing right from time to time at reasonable times with reasonable prior Notice to the Seller to periodically inspect the Property, but no such inspections shall relieve the Seller of the Seller's obligations hereunder or constitute any waiver by the Purchaser hereunder. In carrying out its reviews, searches and studies as contemplated in this Section, and in accordance with Exhibit B, the Purchaser and its agents and/or representatives shall have the right, at their own risk, to enter upon the Property at any time prior to the Closing for any lawful purpose, including but not limited to: Verifications of information, and conducting investigations, tests and studies, soils tests, borings and hazardous waste studies.

1. The Purchaser shall hold and save the Seller harmless from all Damages which result from the Purchaser's and its agents' or representatives' entry upon the Property prior to Closing. As used in this Agreement, "**Damages**" means: Any and all loss, liability, expenses, costs, actions, causes of action, lawsuits, claims, demands, losses and liabilities; and other deficiencies, including but not limited to interest, penalties, reasonable attorneys fees and expenses of litigation.

2. Any investigation or inspection conducted by the Purchaser or any agent or representative of the Purchaser pursuant to this Agreement, in order to verify independently the Seller's satisfaction of any conditions precedent to the Purchaser's obligations hereunder or to determine whether the Seller's representations and warranties made in this Agreement are true and accurate, shall not affect (or constitute a waiver by the Purchaser of) any of the Seller's representations, warranties or obligations hereunder or the Purchaser's reliance thereon.

D. Notwithstanding anything in this Agreement to the contrary, if for any reason and in its sole and absolute discretion the Purchaser is not satisfied with the Property, the Purchaser may elect to terminate this Agreement and thereupon the Purchaser's Village Administrator shall give or cause to be given Notice to the Title Company and the Seller; and thereupon the Title Company without further authorization shall return all of the Purchase Price to the Purchaser and, upon the Purchaser's receipt of the Purchase Price, this Agreement shall be null and void and of no further force or effect.

VII. CONVEYANCE OF TITLE — COSTS

On the Closing Date and time selected by mutual agreement of the Parties' attorneys following the Due Diligence Period as same may be extended by the Purchaser and/or the time during which remediation is being prosecuted by the Seller with diligence and continuity, as the case may be, the Parties' attorneys will meet in the escrowee's office at the Title Company for the Closing and the culmination of all of the conveyancing by the Seller to the Purchaser and payment of the Purchase Price by the Purchaser to the Seller using a New York style Closing.

A. At Closing the Seller shall deliver or cause to be delivered the following items to the Purchaser:

1. An ALTA Affidavit of Title.
2. A Closing Statement with credits for real estate tax and other prorations set forth in Section VIII.
3. The Title Policy.
4. Transfer tax declarations. [**Note:** While no transfer tax shall be due or payable in connection with any such conveyance to the Purchaser or asserted by Purchaser as part of the purchase price in connection with any such conveyance to the Purchaser, the Seller shall furnish all declarations required.]
5. The Seller's certificate to the Purchaser dated as of the Closing Date confirming that the representations and warranties set forth in Section X are true and correct on and have been remade as of the Closing Date.
6. A non-foreign certificate sufficient in form and substance to relieve the Seller of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.
7. Possession of the Property shall be delivered to the Purchaser on Closing, in substantially the same condition as of the Effective Date, except for any required remediation having been accomplished theretofore.

B. At Closing the Purchaser shall deliver the following items to the Seller:

1. Provided possession has been surrendered by the Seller to the Purchaser on or before the Closing, the Five Hundred thousand and No One-hundredths Dollar (\$500,000.00) Purchase Price after all principal and accrued interest on all outstanding mortgages of record, all other liens and encumbrances of a definite or ascertainable amount have been paid and all Unpermitted Exceptions waived by the title Company.

2. The Purchaser's certificate dated as of the Closing Date confirming that the representations and warranties set forth in Section XI are true and correct on and have been remade as of the Closing Date.

3. A non-foreign certificate sufficient in form and substance to relieve the Purchaser of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.

C. All costs associated with the condition of title, title insurance and survey fees; recording fees, documentary and/or transfer taxes payable in connection with the delivery or recordation of any instrument or document provided in or contemplated by this Agreement or any agreement described or referred to herein, if any; any sales and/or transaction taxes payable by reason of the transaction herein described; and all other Closing and conveyancing costs and expenses necessary to effectuate the sale contemplated by this Agreement shall be borne entirely by and shall be paid by the Seller, excluding the Purchaser's attorneys' fees and the Recorder's charges for recording the Special Corporate Deed and excluding later date charges attributable to Purchaser. All New York style closing as well as escrow charges shall be borne equally by the Parties. The Seller shall pay all liens and encumbrances of a definite or ascertainable amount which appear in the Title Commitment (Exhibit B) as later-dated as of the date of Closing and which shall be removed from title at or before Closing.

D. Upon Closing, at the Purchaser's cost and expense, the Title Company, as the case may be, shall file the Seller's Special Corporate Deed with the Recorder for recordation against title to the Property.

VIII. PRORATIONS AND ADJUSTMENTS

At Closing, an adjustment to the Purchase Price shall be made between Seller and Purchaser on a per diem basis through the Closing Date for rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, and other similar items. The amount of general real estate taxes and other state or city taxes, charges and assessments levied against the Property, not yet due and payable or due but not yet paid, shall be prorated at Closing through the Closing Date on the basis of 100% of the most recent ascertainable amount. All other prorations shall be final.

IX. CONDITIONS TO CLOSING

A. In addition to any conditions provided in other provisions of this Agreement, the obligations of the Purchaser herein to purchase the Property shall be subject to the fulfillment of the following conditions on or prior to the Closing Date, each of which shall continue as specific conditions to Closing:

1. The representations and warranties of the Seller contained in Section X shall be true and correct as of the Closing.

2. At no time prior to the Closing shall any of the following have been done by or against or with respect to Seller: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; or (c) an assignment for the benefit of creditors.

3. The issuance by the Title Company of a later-dated commitment as of the Closing Date and the Title Policy following the Closing on the Closing Date with extended coverage and endorsements, subject only to Permitted Exceptions.

4. The entire amount of the Purchase Price and shall be credited to the Purchaser towards payment of the purchase price, if any, to the Seller at Closing.

5. All Unpermitted Exceptions including all principal and accrued interest on all outstanding mortgages of record and all other liens and encumbrances of a definite or ascertainable amount shall have been removed from the Title Commitment (Exhibit C), including that Title Commitment as later-dated at Closing.

B. The representations and warranties of the Purchaser contained in Section XI being true and correct as of the Closing.

C. Either Party may at any time or times, at such Party's election, waive any of the conditions to the other Party's obligations hereunder, but any such waiver shall be effective only if contained in a written document signed by such Party. No such waiver shall reduce the rights or remedies of a Party by reason of any breach or Default by the other Party (but if a condition is waived, the Party waiving the same may not rescind this Agreement on the basis of the failure of such waived conditions). In the event that for any reason any item required to be delivered to a Party by the other Party hereunder shall not be delivered when required, then such other Party shall nevertheless remain obligated to deliver the same and nothing (including, but not limited to, the Closing of the transaction hereunder) shall be deemed a waiver by any Party of any such requirement.

D. This Agreement is subject to the assignment by the Seller to the Purchaser of the existing sign lease(s) affecting the Property. Such assignment shall occur at the time of closing and after the tenant has provided executed copies of a subsequent termination of said lease(s) and an executed original of a new sign lease(s) in substantially the form as set forth in **Exhibit E** hereto.

X. REPRESENTATIONS AND WARRANTIES OF THE SELLER

A. **Power and Authority.** The Seller has full power and authority to enter into and deliver this Agreement and all of the other documents and instruments required to be delivered by the Seller hereunder and to perform all of the Seller's obligations under this Agreement and all of such other documents and instruments. Accordingly, this Agreement and all such other documents and instruments, when executed and delivered, will be unconditionally binding on, valid and enforceable against the Seller and each of them in accordance with the provisions hereof and thereof.

B. **No Violations and Actions.** The execution, delivery and performance by the Seller of its obligations under this Agreement will not conflict with or result in a breach of any law, governmental rule, regulations, judgment, decree or order by which the Seller or the Property is bound, or any of the provisions of any contract to which the Seller or any of them is a party or by which the Seller or the Property is bound. There is no action, suit, proceeding or investigation pending or threatened, before any agency, court or other governmental authority which relates to the Property or the use thereof.

C. **Leases, Agreement and Contract.** Except for this Agreement, and except those leases identified in Section IX, D. of this Agreement, there are no leases, occupancy agreements, management agreements, service contracts or other agreements affecting all or any part of the Property and the Seller will deliver possession of the Property to the Purchaser free of all such agreements.

D. **Obligations.** Except for the obligations contained in this Agreement, there are no obligations in connection with the Property which will be binding upon the Purchaser or the Property after Closing.

E. **Compliance with Law.** The conveyance of the Property will not cause the Seller to be in violation of any applicable law.

F. **Donations.** There are no Seller-required donations or payments to or for schools, parks, fire departments or any other public entity or facilities which are required to be made by an owner of the Property.

G. **Assessments.** There are no existing unpaid taxes, assessments or public utility charges and as of the Closing date there will be none.

H. **Authority to Perform.** The Seller has full authority to execute, deliver of and perform the Seller's obligations under this Agreement.

XI. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

A. **Power and Authority.** The Purchaser is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to enter into and deliver this Agreement and to perform all of its obligations under this Agreement. This Agreement and all such other documents and instruments, when executed and delivered, will be unconditionally binding on, valid and enforceable against the Purchaser in accordance with the provisions hereof and thereof.

B. **Authority to Perform.** This Agreement has been duly authorized by all necessary action of its corporate authorities and duly conferred by the Purchaser upon its signatories hereto.

XII. DEFAULT; REMEDIES

“Default” by a Party includes but is not limited to any breach of the covenants contained in this Agreement, the failure of any Party to perform any provision of this Agreement required

of it to be performed and the performance by any Party of an act or acts prohibited by any provision of this Agreement.

A. In the event of a Default by the Purchaser, Seller shall not be entitled to any penalty or other damages, except Seller shall be entitled to liquidated damages only as the sole remedy against the Purchaser.

B. In an event of Default by the Seller, the Purchaser may not exercise its rights under this Subsection B of this Section XII, until the Purchaser has sent Notice to the Seller of the Default or alleged Default and allowing the Seller a period of thirty (30) days for the curing of said Default or alleged Default; provided, however, that in the event such Default or alleged Default cannot be cured within said thirty (30) day period notwithstanding diligent and continuous effort by the Seller with the Seller having promptly commenced to cure the Default or alleged Default and having thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such Default or alleged Default shall be extended for such period as may be necessary for curing such Default or alleged Default with diligence and continuity.

1. Following written Notice by the Purchaser specifying such Default to the Seller, the continuation of any such Default after thirty (30) days (or for such longer cure period as set forth in A above) shall permit the Purchaser, at its sole discretion: To terminate this Agreement or to enforce or compel the performance of this Agreement by suitable action or other proceeding brought in law or in equity, including specific performance.

2. The Party prevailing in such enforcement proceeding shall be entitled to recover its reasonable attorneys fees from the other Party.

XIII. NOTICE

A. All Notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to the Seller:

Balsamo Brothers Racing, Inc.
c/o Ellen J. Baer
6722 Meadowcrest Drive
Downers Grove, IL 60516

with a copy to:

E. Kenneth Friker, Attorney
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue – Suite 10
Orland Park, IL 60462

If to the Purchaser: with copies to:

Village Administrator Village Clerk
Village of Lemont Village of Lemont
418 Main Street 418 Main Street
Lemont, IL 60439 Lemont, IL 60439

and:

Jeffrey M. Stein, Village Attorney
Tressler, LLP
233 S. Wacker Drive 22nd Floor
Chicago, IL 60606

B. Any Party hereto may change the place and/or person listed above and/or add persons to the above list for giving Notices by Notice given ten (10) days prior to the date such change will become effective.

XIV. BROKERAGE

Seller and Purchaser each represent and warrant to the other that no real estate agent or broker was involved in negotiating the transaction contemplated herein. In the event any other claims for real estate commissions, fees or compensation arise in connection with this transaction, the Party so incurring or causing such claims shall indemnify, defend and hold harmless the other Party from any loss or damage, including attorneys' fees, which said other Party suffers because of said claims. In no event shall the Purchaser have any liability to any broker contracted with the Seller, whether or not Closing occurs or Closing fails to occur for any reason whatsoever.

XV. MISCELLANEOUS PROVISIONS

A. This Agreement shall bind the successors and assigns of the Seller and their respective successors in interest; as well as the Purchaser, its corporate officials, and its and their successors in office and its and their respective successors in interest; and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

B. By execution hereof:

1. In compliance with 65 ILCS 5/11-42.1-1 and under the oath of the persons signing this Agreement as Seller, Seller swears and affirms hereby that to the best of its knowledge, Seller is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) such person is contesting, in accordance with the procedures established by the appropriate revenue Act, such person's liability for the tax or the amount of the tax; or (b) such person has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract; and (c) each person signing as Seller further understands that making a false statement herein is a Class I Misdemeanor that voids this Agreement.

2. The Seller certifies hereby that each person signing as Seller is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that each has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and each is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

3. The Purchaser certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

C. The failure of either Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

D. The rights or remedies under this Agreement are exclusive to any other rights or remedies which may be granted by law. This Agreement provides for the purchase and sale of real property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

1. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

2. In the event any provision of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. In addition, the invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision of this Agreement.

3. This Agreement, including the exhibits hereto, has been negotiated by all Parties. This Agreement shall not be construed more strictly against the Purchaser than against the Seller merely by virtue of the fact that the same has been prepared by legal counsel for the Purchaser. It is recognized and acknowledged by the Parties that both the Purchaser and the Seller have contributed substantially and materially to the preparation, form, substance and content of this Agreement.

E. Except as expressly set forth herein, this Agreement constitutes the entire agreement between the Parties with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof.

F. No modifications, amendments, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both of the Parties against which the enforcement of such modification, amendment, discharge or change is sought.

G. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

H. Neither Party shall assign this Agreement prior to Closing without the prior written consent of the other Party; and neither Party shall record or cause to be recorded with the Recorder this Agreement or any memorandum hereof or any document containing a reference hereto.

I. All exhibits referred to herein and/or attached hereto are hereby made a part of this Agreement.

XVI. QUADRUPLICATES

This Agreement shall be executed in quadruplicate, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Following

execution of this Agreement by the Mayor of the Purchaser, each Party shall receive two (2) fully executed originals hereof.

IN WITNESS WHEREOF this Agreement is executed by the Parties, each intending to be legally bound hereby.

Agreed to for the Seller,
Balsamo Brothers Racing, Inc.:

Agreed to for the Purchaser,
Village of Lemont:

By: _____

By: _____
Village Administrator

Attest:

(SEAL)

Village Clerk

Exhibit A
Form of Joint Order Escrow
CHICAGO TITLE INSURANCE COMPANY

Refer to: _____

Phone no312- _____

Fax no.: 312- _____

STRICT JOINT ORDER ESCROW TRUST INSTRUCTIONS

ESCROW TRUST NO. _____

DATE: _____, 2015

To: Chicago Title and Trust Company, Escrowee

Customer Identification:

Seller: _____

Purchaser: Village of Lemont, Illinois

Property PINs:

Deposits:

- 1) Text, without Exhibits: Agreement For Sale And Purchase Pertaining to the conveyance of the Property commonly known as 12775 Main Street, Lemont [the "Agreement"] (by the Village of Lemont and _____, jointly)

[NOTE: When the first letter of terms used in these Escrow Trust Instructions is in the upper case, such words shall have the meanings ascribed to them in the Agreement, unless otherwise defined in these instructions.]

- 2) By wire transfer, prior to closing, the Purchase Price in the amount of \$500,000.00 (by the Village of Lemont); and

Additional Deposits as necessary following the passage of time in accordance with the Agreement:

- 3) Notice of Approval or Notice to return all Purchase Price (by the Village of Lemont)
- 4) Provided Notice of Approval is Deposited above, Special Corporate Deed (by _____)

Escrowee Action: Upon receipt of the Seller's recordable Special Corporate Deed fully executed, conveying to the Village of Lemont fee title to the Property free and clear of all claims, liens and encumbrances, except for any and all of the following conditions in the Title Company's Title Commitment: (a) general real estate taxes not yet due and payable as of the Closing Date; (b) covenants, easements, restrictions and documents of record which, in the Purchaser's sole judgment, do not interfere with or adversely affect the Purchaser's intended use of the Property; and (c) any other matters not objected to in writing by the Purchaser and which are acceptable to the

Purchaser in its sole and absolute discretion (collectively, herein "**Permitted Exceptions**"), the Title Company shall utilize as much of the Purchase Price as is necessary to clear title of all (i) liens and encumbrances of a definite and ascertainable amount appearing in the Title Commitment (Exhibit B) and (ii) liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Commitment (Exhibit B) and to cure Survey matters that the Purchaser finds objectionable in its sole and absolute discretion and which it identifies by Notice to the Seller and which can be cured by the payment of money; and retain the remaining balance of the Purchase Price until the Closing.

Additional Deposits:

_____, the Seller, shall deposit the following:

5. The Seller's certificate to the Purchaser dated as of the Closing Date confirming that the representations and warranties set forth in Section X are true and correct on and have been remade as of the Closing Date.
6. A non-foreign certificate sufficient in form and substance to relieve the Seller of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.

The Village of Lemont, the Purchaser, shall deposit the following:

7. The Purchaser's certificate dated as of the Closing Date confirming that the representations and warranties set forth in Section XI of the Agreement are true and correct on and have been remade as of the Closing Date.
8. A non-foreign certificate sufficient in form and substance to relieve the Purchaser of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.
9. Provided possession has been surrendered by the Seller to the Purchaser on or before Closing By wire transfer, the Five Hundred thousand and No One-hundredths Dollar (\$500,000.00) Purchase Price after all principal and accrued interest on all outstanding mortgages of record, all other liens and encumbrances of a definite or ascertainable amount have been paid and all Unpermitted Exceptions waived by the Title Company.
10. The Survey.

Village of Lemont and _____, jointly

11. An ALTA Affidavit of Title.
12. A Closing Statement with credits to the Purchaser for the costs of the Survey, and real estate taxes and other prorations set forth in Section VIII.
13. Transfer tax declarations.

Direction to Escrowee:

When the above referenced escrow trust deposits numbered 1) through 13) are deposited with you, deliver deposit number 4 to the Cook County Recorder of Deeds for recordation, reduce the amount of Deposit number 9 by the amount of your title and escrow charges and any other amount due to be paid by the Seller, including but not limited to the costs of the Survey, and deliver the remaining balance after such reductions to the Seller and deliver the Title policy to the Purchaser. However, if for any reason the Purchaser is not satisfied with the Property the Purchaser may elect to terminate this

Agreement upon Notice to you and the Seller and, in such case, you shall promptly return the Purchase Price to the Purchaser.

Deliver copies of all other documents to each of the Purchaser and Seller. In no case shall the above mentioned deposits be otherwise surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be billed as follows: All escrow fees will be billed to and paid by the Purchaser and Seller equally. An annual maintenance fee, as determined by the then current rate schedule, will commence _____, 2015.

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title, at its sole discretion may reduce or waive the escrow trust fee for these joint order escrow trust instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instruction or an agency closing transaction established at Chicago Title.

Investment:

Deposits made pursuant to these instructions may be invested on behalf of the Village of Lemont: Provided, that any direction to the Escrowee for such investment shall be expressed in writing by the Village of Lemont and that you are in receipt of the taxpayer's identification number and investment forms as required. The Escrowee will, upon request, furnish information concerning its procedures and fee schedules for investment.

Except as to deposits of funds for which Escrowee has received express written direction from the Village of Lemont concerning investment or other handling, the parties hereto agree that the Escrowee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that the Escrowee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Corporate Fiduciary Act (Ill. Rev. Stat. 1989, Ch 17. Par. 1552-8) and may use any part or all such funds for its own benefit without obligation of any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish the Escrowee's obligation to apply the full amount of the deposits in accordance with the terms of these escrow trust instructions.

In the event the Escrowee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principle or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions. All interest accrued as a result of any investment of funds deposited in this Escrow shall belong to and be paid to the Purchaser.

Compliance With Court Order:

The undersigned authorize and direct the Escrowee to disregard any and all notices, warnings or

demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the Escrowee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the Escrowee obeys or complies with such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the Escrowee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to the Escrowee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The Escrowee shall have a lien on the deposit(s) herein for any and all such costs, fees, and expenses. If said costs, fees, and expenses are not paid, then the Escrowee shall have the right to reimburse itself out of the said deposit(s).

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the State of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, shall be executed in triplicates, each of which shall be deemed an original of one and the same instrument.

For Purchaser, the Village of Lemont:

For Seller, Balsamo Brothers Racing, Inc.:

Name: Tressler, LLP

Name: Klein, Thorpe & Jenkins, Ltd.

Attn: Jeffrey M. Stein, Esq.

Attn: E. Kenneth Friker, Esq.

Signature: _____ Signature: _____

Accepted, Chicago Title and Trust Company, as Escrowee:

By: _____

Date: _____

Exhibit B

ACCESS AGREEMENT

WHEREAS, BALSAMO BROTHERS RACING, INC., an Illinois corporation ("Seller") and the VILLAGE OF LEMONT, an Illinois municipal corporation ("Purchaser") have entered into "An Agreement for the Sale and Purchase of certain real estate" ("Agreement") dated the ____ day of _____, 2015, with respect to the sale and purchase of certain real estate commonly known as 12775 Main Street, Lemont, Illinois, consisting of approximately _____ square feet (the "Property"); and

WHEREAS, the Purchaser is to conduct certain examinations of the Property as a part of its due diligence under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Access Agreement and the Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of Seller and Purchaser (hereinafter sometimes individually referred to a "Party" and collectively as the "Parties"),

THE PARTIES AGREE AS FOLLOWS:

A. Seller agrees that Purchaser and its contractors, subcontractors and their respective employees (collectively, "Purchaser's Representatives") shall have the right to enter upon the Property, including the interior of any improvements upon the Property, within thirty (30) days (which time period may be extended for an additional thirty (30) days as provided for in the Agreement) after the execution of the Agreement (the "Due Diligence Period"), to (i) inspect the Property, including but not limited to conducting a Phase I environmental site assessment; and (ii) conduct reasonable tests thereon and thereof, including but not limited to the soils, the interior and interior materials of any improvements upon the Property, and to make such other examinations with respect thereto as Purchaser, or its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary; provided, however, Purchaser shall not conduct any subsurface or environmental investigations of the Property (excepting only a non-invasive Phase I environmental assessment) without Seller's prior written consent, which consent shall not be unreasonably withheld. Any tests, examinations or inspections of the Property by Purchaser and all costs and expenses in connection with the Purchaser's testing, examination and inspection of the Property (except Phase II testing which shall be performed as provided for in the Agreement) shall be at the sole cost of Purchaser, and shall be performed in a manner not to unreasonably interfere with Seller's ownership of the Property or increase Seller's liability with respect to Seller's ownership of the Property.

Purchaser may engage only qualified, independent contractors, subcontractors or consultants to assist with any structural or environmental investigation of the Property; however, no contractual, legal or other relationship will be created between Seller and any such contractor, subcontractor or consultant as a result. The inspection shall not create any obligation on the part of Seller to pay or to see that the payment of any sum is made to any such contractor, subcontractor or consultant, unless and until such inspection indicates that a Phase II environmental study or inspection is desirable and then any Phase II inspection shall be performed as provided for in the Agreement.

In the event a Phase II environmental study with respect to the Property is desirable, the Purchaser agrees that:

- (i) Purchaser shall provide Seller with a copy of the proposed scope of work in connection with any such work and any and all modifications thereof, which scope of work shall be subject to the reasonable approval of Seller;
- (ii) Purchaser shall provide Seller with a verbal report of the consultant's site visit and a copy of the test data as soon as it is available;
- (iii) Purchaser shall provide Seller with copies of the report in draft form in order to review it and provide comments before such report is finalized;
- (iv) Purchaser shall provide Seller with a copy of all the final reports (Phase I and/or Phase II);
- (v) Purchaser agrees that any reporting or disclosure obligation shall be performed by Seller. Purchaser's Representatives shall not discuss, offer comment, or opinions to any persons other than Purchaser or Seller concerning any part of the environmental study or disclose results to any person other than Purchaser or Seller without the written consent of the Seller or as required by law. This requirement shall apply to the Purchaser's Representatives with regard to disclosures to members of the general public and the public and private medias and all governmental agencies; and
- (vi) Purchaser shall provide Notice, as the manner set forth in the Agreement, to the Seller at least five (5) business days prior to such tests, specifying a time and date when such tests will be performed so that Seller's designee(s) may, at its option, be available during the taking of such tests and, at Seller's option and expense, Seller may take split samples of any test borings. Any tests, examinations or inspections of the Property by Purchaser and all costs and expenses in connection with such inspection of the Property (or any part thereof) shall be at the sole cost of Purchaser and shall be performed in a manner not to interfere with Seller's or any other person's use of the Property or other property owned by Seller and shall not violate any law or regulation of any governmental authority.

To the extent Purchaser's inspections or tests disclose the presence of any existing contamination on the Property in violation of applicable law, then upon becoming aware of any hazardous substance, Purchaser shall immediately cease any further testing and provide Notice to the Seller of the existence of such hazardous substance and provide such reasonable information as Seller may request in connection therewith.

B. Seller agrees that within ten (10) days after execution of the Agreement, Seller will provide a copy of any inspection reports (including but not limited to environmental, structural and mechanical systems reports), property assessments, surveys, environmental information and reports in Seller's possession or under Seller's control (collectively, "Property Information").

C. Purchaser hereby agrees to indemnify, defend and save Seller harmless from and against any and all costs, liens, losses, claims, liabilities or expenses relating to personal injury or property damage, including reasonable attorneys' fees and costs, to the extent arising out of or related to Purchaser's or Purchaser's Representatives' conduct of activities at the Property. This indemnity shall not expire and shall survive the closing date.

D. Purchaser and Purchaser's Representatives shall maintain in full force and effect statutory worker's compensation insurance coverage and commercial general liability insurance (which includes, but is not limited to, contractual liability coverage) covering claims for bodily injury and property damage occurring on, in or about the Property, with limits of at least \$3,000,000 combined single limit per occurrence. Prior to entry upon the Property, Purchaser shall provide Seller certificates evidencing such coverage and naming Seller as an additional insured party for liability insurance, including a waiver of subrogation. All policies required herein shall be purchased from insurers licensed in the State of Illinois and shall be rated in the most recent Best's Insurance Reports as having a minimum policyholder's rating of "A-" and a financial category no lower than "VI" (\$25 million to \$50 million of adjusted policyholder's surplus).

E. All activities undertaken by Purchaser or Purchaser's Representatives on the Property during the Inspection Period shall fully comply with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities, including laws relating to worker safety and to proper disposal of any samples taken from the Property. Purchaser shall be solely responsible for the off-site disposal of any samples taken or waste obtained from the inspections performed by the Purchaser or Purchaser's Representatives pursuant to this Access Agreement.

F. Purchaser and Purchaser's Representatives hereby understand and agree that they shall enter upon the Property at their own risk. Seller shall have no duty to inspect the Property and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on the Property or that might be incurred in the exercise of the rights granted herein, except for such latent hazardous conditions of which Seller has actual knowledge, which shall be disclosed to Purchaser in writing contemporaneous with the execution of this Access Agreement and the Agreement by Seller.

G. If Purchaser does not purchase the Property for any reason, Purchaser, at its expense, shall repair, to reasonable commercial standards, any changes caused by the Purchaser's Representatives and shall provide Seller with a copy of any environmental and building inspection reports it received in connection with the Property prepared by independent third parties on behalf of Purchaser.

H. Notwithstanding anything contained in or implied from any provision of this Access Agreement or the Agreement, the Purchaser shall not have any obligation or liability, including but not limited to any indemnification or defense obligation, with respect to or associated with (i) the discovery of existing contaminated or hazardous materials on, in or under the Property during or as a result of the conduct of the Purchaser's due diligence activities, or (ii) the failure of Seller to have provided the written notice of known defect, condition or risk in accordance with paragraph F above.

I. Nothing contained in or implied from any provision of this Access Agreement or the Agreement shall constitute a waiver by Purchaser of any of its defenses and immunities under applicable

law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

VILLAGE OF LEMONT

BALSAMO BROTHERS RACING, INC.

For Purchaser:

For Seller:

By: _____

By: _____

Date: _____

Date: _____

Exhibit C
COMMITMENT FOR TITLE INSURANCE

Chicago Title Insurance Company Commitment No. _____, dated _____, 2015,
to be later-dated to Insure Title.

[To Be Inserted Here]

Exhibit D
Special Warranty Deed Form

**THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:**

Jeffrey M. Stein, Esq.
TRESSLER, LLP
233 S. Wacker Drive, 22nd Floor
Chicago, Illinois 60606

This conveyance is EXEMPT from Transfer
Taxes per ¶ b of §35 ILCS 200/31-45.

Village Attorney — Grantee’s Agent

This space Reserved for Recorder’s use only.

SPECIAL CORPORATE DEED

THE GRANTOR, _____, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, does hereby GRANT, SELL AND CONVEY to the GRANTEE, VILLAGE OF LEMONT, an Illinois municipal corporation, title to the following described real estate situated in the County of Cook, State of Illinois, to wit:

* THE EAST 110 FEET OF LOT 9 IN COUNTY CERK’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 100 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, IN COOK COUNTY, ILLINOIS.

PIN: 22-13-302-005

(the “**Property**”);

TOGETHER WITH all Grantor’s right, title and interest in and to the tenements appurtenant to the Property and all easements and rights-of-way of record as well as all easements and rights-of-way created by the Grantor that are appurtenant to the Property.

THE GRANTOR covenants hereby that this is not homestead property and that Grantor has not done or allowed to be done anything whereby the Property is or may be encumbered, except for those Permitted Exceptions listed on Exhibit B which arose during the period the Grantor was the titleholder of record of the Property. The Grantor will defend title to the Property against all persons lawfully claiming by, through or under the Grantor.

IN WITNESS WHEREOF the Grantor has executed this Special Corporate Deed this _____ day of _____, 2015.

GRANTOR:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Grantor, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

(SEAL)

Notary Public

***Note:** Prior to their use in the actual Deed to be presented by the Seller at Closing, the legal description and PIN in this form deed are to be verified against the Survey described in Paragraph 1 of Subsection A of Section V of this Agreement; and hence, this form is subject to changes to conform with the Survey.

[Further Note – to be removed from this form: The marital status of the Grantor, if an individual, should be inserted in the appropriate places in this form.]

Exhibit E
Sign Lease

CLEAR CHANNEL OUTDOOR LEASE AGREEMENT

Lease No. 34087
Lease Rep. Liaromatis
Effective Date 7/1/2016

1. This Lease Agreement ("Lease") is effective July 1, 2016 (the "Effective Date") and entered into between _____, a(n) _____, ("Landlord") and CLEAR CHANNEL OUTDOOR, INC., a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as 12775 Main Street in the Village of Lemont, in the County of Cook, in the State of Illinois ("Property") whose permanent property tax number and legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Tenant may elect in its sole discretion at any time and from time to time during the term of this Lease, to convert and operate any advertising face on the Structures as digital, static, or any combination thereof. This Lease includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. Tenant may lease or license the use of the Structures, or any portion thereof, for any lawful purpose.

2. This Lease shall be in effect commencing on the Effective Date for a term ("Term") that is three (3) years following the "Rent Commencement Date", defined as either (i) the first day of the month after the date construction is completed and all requisite governmental and private permits and approvals are obtained for Tenant's operation of the Structures, or (ii) if this Lease is a renewal of an existing lease, the Rent Commencement Date shall also be the Effective Date. If a governmental or quasi-governmental entity acquires the property, then this Lease shall automatically be extended to the date which is 30 years from the closing date of said acquisition.

3. Beginning on the Effective Date, Tenant shall pay Landlord rent in the amount of One Hundred Dollars (\$100.00) for the period of time prior to the Rent Commencement Date; if any. Beginning on the Rent Commencement Date, Tenant shall pay Landlord rent in the applicable amount and pursuant to the terms set forth on Exhibit B attached hereto.

4. This Lease shall continue in full force and effect for its initial term and thereafter for successive like terms, unless not less than ninety (90) days (and no more than one-hundred twenty (120) days) before the end of any such initial or subsequent successive like term Landlord or Tenant gives notice of termination. During any term of this Lease and for a period of ninety (90) days following the expiration or earlier termination of this Lease, Landlord hereby grants to Tenant a right of first refusal, acceptance of which is exercisable at Tenant's sole discretion, to match the material terms of any offer acceptable to Landlord for the use or purchase of all or any portion of the Property (the "Offer"), which includes, without limitation, similar time periods for performance and investigation as are set forth in the Offer. A copy of all relevant document(s) comprising the Offer shall be delivered to Tenant (the "Offer Documents"). Tenant shall then have twenty (20) days from its receipt of the Offer Documents in which to match the material terms of the Offer by giving notice of acceptance to Landlord. If Tenant rejects the Offer and the Property transfers pursuant to the terms of the Offer, Landlord shall promptly notify Tenant of such transfer and provide Tenant with any relevant contact information of such new owner of the Property. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of the breach of this provision. If ownership of the Property changes, Landlord shall promptly deliver written notice to Tenant of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, "Ownership Transfer Documents"). Landlord acknowledges that Tenant will be unable to deliver rents to the new owner until Tenant's receipt of the Ownership Transfer Documents. Any delay in rent payments as a result of Landlord not delivering the Ownership Transfer Documents shall not be a default under this Lease nor be subject to any late penalty or interest. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a true and correct copy of this Lease.

5. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall reasonably cooperate at no cost to Landlord and hereby grants Tenant a limited power of attorney solely for this purpose. All such permits shall remain the property of Tenant. Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Tenant is the owner of the Structures under this Lease and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination or expiration of this Lease. Landlord shall provide all reasonably necessary access to Tenant for such removal. If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Tenant is reasonably pursuing. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted.

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole and reasonable opinion, would obstruct access to the Property or all or any portion of the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease and the actual costs incurred by Tenant for the purchase and installation of the digital face(s) on the Structures prorated over a seven (7) year period, if applicable; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole and reasonable discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

7. If, in Tenant's sole and reasonable opinion, for any reason not caused by Tenant: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed, (b) electrical service or illumination is unavailable or restricted; (c) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structures' value for advertising purposes is diminished; (g) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (h) the Structures' use is prevented or restricted by law, or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered for so long as such loss continues; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

8. If the Structures or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining adjacent property or to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in Tenant's interests. If condemnation proceedings are initiated, Landlord shall include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. Neither party may apportion the other party's awarded interest without the express written consent of said party.

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property, and both Landlord and Tenant represent to the other party that it has the authority to enter into this Lease. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of Landlord's breach of this provision. In addition, Landlord agrees to immediately reimburse Tenant for any rent that was improperly received by Landlord as a result of its breach of this provision. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant, its parents and affiliates harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the Commencement Date a non-disturbance agreement in a form reasonably acceptable to Tenant.

11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by Tenant.

12. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.

13. Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to Landlord:

With a copy to:

If to Tenant:

Clear Channel Outdoor
Attn: Vice President, Real Estate
4000 S. Morgan St.
Chicago, IL 60609

With a copy to:

Clear Channel Outdoor
Attn: Legal Department
2325 East Camelback Road, Ste. 400
Phoenix, AZ 85016

14. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of Landlord and Tenant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Lease or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this Lease.

15. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord and Tenant agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit C without Landlord's signature, including a limited power of attorney solely for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.

16. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

TENANT:
CLEAR CHANNEL OUTDOOR, INC.

LANDLORD:
COMPANY

By:
Name: Carlos San Jose
Its: President & GM - Chicago

Telephone No. 773-843-2011
Facsimile No. 773-843-2087

By: _____
Name: _____
Its: _____

Telephone No. _____
Facsimile No. _____
SS or Tax ID No. _____

EXHIBIT A

**LEGAL DESCRIPTION
& PERMANENT PROPERTY TAX NUMBER**

Rt 83 100ft N/O Joliet Rd WS | Panels 3236 & 3237



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 distant 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, in Cook County, Illinois.

Address Commonly Known As: 12775 Main St. Lemont, IL 60439 | PIN: 22-13-302-005-0000

EXHIBIT B

**RENTAL TERMS & SCHEDULE
BASE RENT**

Tenant shall pay to Landlord, as base rent for the Term ("Rent"), the applicable annual amount set forth in the table below. Such Rent shall be payable in twelve (12) equal monthly installments on or before the first day of each month, commencing on the Rent Commencement Date (prorated for any partial months).

<u>Lease Year</u>	<u>2 Static Faces</u>
1	Five Thousand and 00/100 Dollars (\$5,000.00)
2	Five Thousand and 00/100 Dollars (\$5,000.00)
3	Five Thousand and 00/100 Dollars (\$5,000.00)

EXHIBIT C

MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, INC.
Attn: Legal Department
2325 East Camelback Road, Suite 400
Phoenix, Arizona 85016

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by [INSERT LANDLORD'S NAME, INCLUDING "INC.," "LLC," ETC, AND STATE WHERE FORMED], _____, ("Landlord"), whose address is _____ and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Tenant"), whose address is _____ upon the following terms:

1. Landlord is the owner of the following described Property:

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 distant 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, in Cook County, Illinois.

Address Commonly Known As: 12775 Main St. Lemont, IL 60439 | PIN: 22-13-302-005-0000

2. Landlord and Tenant have entered into that certain Clear Channel Outdoor Lease Agreement #34087, dated July 1, 2016 (the "Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning 7/1/2016, and continuing for a maximum period of three (3) years, including extensions and renewals, if any.
3. Under the Lease, Tenant has an option to purchase the Property on terms set forth therein.
4. Under the Lease, Tenant has a right of first refusal with respect to the Property on terms set forth therein.
5. Under the Lease, Tenant has a right of first refusal to lease the Property following the termination of the Lease.
6. Under the Lease, Tenant has the right to record this Memorandum without the signature of Landlord.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum as of the ____ day of _____, 20__.

TENANT: CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

By: _____
Name: Carlos San Jose
Title: President & GM - Chicago

LANDLORD: [INSERT LANDLORD'S NAME, INCLUDING "INC.," "LLC," ETC, AND STATE WHERE FORMED]

By: _____
Name: Name
Title: Title

[INSERT WITNESS SIGNATURES IF REQUIRED IN YOUR STATE]

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of _____, on behalf of said corporation.

Notary Public

My commission expires:

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of _____, on behalf of said corporation.

Notary Public

My commission expires:

Addendum to Lease

This Addendum to Lease (the “**Addendum**”) is entered into by and between _____ (“**Landlord**”), and CLEAR CHANNEL OUTDOOR, INC. (“**Tenant**”) on _____, 2015 (the “**Effective Date**”) for the purpose of modifying that certain Lease Agreement (#34087), dated of even date herewith (collectively, the “**Lease Agreement**” or “**Lease**”). All terms used herein that are defined in the Lease Agreement shall have the same meanings herein as in the Lease Agreement. Landlord and Tenant have agreed to amend and modify the Lease as set forth herein. For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree to amend and modify the Lease Agreement as follows:

NO SUCCESSIVE LIKE TERMS

The first sentence in Section 4 of the Lease regarding successive like terms is hereby deleted.

Except as modified herein, all original terms and conditions contained in the Lease shall remain in full force and effect. Where a conflict in terms may exist, this Addendum shall govern.

LANLORD:

TENANT:

CLEAR CHANNEL OUTDOOR, INC.

By: _____

By: _____

Name: [INSERT NAME]

Name: Carlos San Jose

Its: [INSERT TITLE]

Its: President & GM - Chicago

Addendum to Lease

This Addendum to Lease (the “**Addendum**”) is entered into by and between Village of Lemont, an Illinois municipal corporation (“**Landlord**”), and CLEAR CHANNEL OUTDOOR, INC. (“**Tenant**”) on July 1, 2016 (the “Effective Date”) for the purpose of modifying that certain Lease Agreement (#34087), dated of even date herewith (collectively, the “**Lease Agreement**” or “**Lease**”). All terms used herein that are defined in the Lease Agreement shall have the same meanings herein as in the Lease Agreement. Landlord and Tenant have agreed to amend and modify the Lease as set forth herein. For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree to amend and modify the Lease Agreement as follows:

1. Paragraph 2 is stricken in its entirety and replaced with the following:

“This Lease shall be in effect commencing on the Effective Date for a term of three (3) years (“Term”).”

2. Paragraph 3 is stricken in its entirety and replaced with the following:

“Beginning on the Effective Date, Tenant shall pay Landlord rent in the applicable amount and pursuant to the terms set forth in Exhibit B attached hereto.”

3. Paragraph 4 is stricken in its entirety and replaced with the following:

“Intentionally Omitted.”

4. Paragraph 5 is revised by striking the phrase “one hundred twenty (120)” and replacing it with “sixty (60)”.

5. Paragraph 5 is further revised by striking the following sentence “Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit” and replacing it with the following:

“Tenant shall not be authorized to request any zoning relief without the express written consent of the Landlord. Tenant also acknowledges and agrees that the zoning for Property may be amended from time to time by the Landlord, and Tenant waives any rights to object to any such amendment.”

6. Paragraph 5 is further revised by striking the last sentence and replacing it with the following:

“If the Structures are removed for any reason, the above-ground portions of the Structures, together with any below-ground portions of the Structures to a depth of four (4) feet, shall be removed, and Tenant shall restore the Property, reasonable wear and tear excepted, at its sole cost and expense within thirty (30) days or such additional time as may be agreed to by Landlord in its sole discretion.”

7. Paragraph 6 is revised by striking the phrase “(a) remove the obstruction at Landlord’s expense; (b) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease and the actual costs incurred by Tenant for the purchase and installation of the digital face(s) on the Structures prorated over a seven (7) year period, if applicable, or (c) reduce the rent to One

Hundred Dollars (\$100.00) per year while the obstruction continues” and replaced with the following:

“cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease”

8. Paragraph 6 is further revised by striking the phrase:

“and on any neighboring property owned or controlled by the Landlord”

9. Paragraph 8 is revised by striking the phrase:

“to relocate the Structure on Landlord’s remaining adjacent property or”

10. Paragraph 8 is further revised by striking in its entirety the second to last sentence that begins:

“No right of termination set forth anywhere in this Lease...”

11. Paragraph 9 is revised by striking everything after the first sentence.

12. Paragraph 10 is stricken in its entirety and replaced with the following:

“Intentionally Omitted.”

13. Paragraph 12 is revised by striking the third sentence and replacing it with the following:

“Tenant may not assign or otherwise transfer all or any part of its interest in this Lease, the Structures, or the Property without the prior written consent of Landlord, which consent may be withheld for any reasons in the sole discretion of the Landlord.”

14. Paragraph 13 is revised by adding the following:

a. If to Landlord: Village of Lemont
Attn: Village Administrator
418 Main Street
Lemont, IL 60439

b. With a copy to: Jeffrey Stein
Tressler, LLP
Wacker Drive, 22nd Floor
Chicago, IL 60606

15. Paragraph 15 is revised by adding the following at the end of the second to last sentence:

“unless such disclosure is required by applicable law or court order. Tenant acknowledges that the Landlord is a public body defined by the Illinois Freedom of Information Act (5 ILCS 140/1 *et. seq.*) (“FOIA”). Tenant agrees to furnish all documentation related to this Lease and any documentation related to Landlord required under an Illinois Freedom of Information Act request within five (5) days after Landlord issues notice of such request to Tenant. Tenant agrees to defend, indemnify and hold harmless Landlord, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for Landlord to defend any and all causes, actions, causes

of action, disputes, prosecutions, or conflicts arising from Tenant's, actual or alleged violation of the FOIA or Tenant's failure to furnish all documentation related to a request within five (5) days after Landlord issues notice of a request. Furthermore, should Tenant request that Landlord utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Tenant agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Tenant agrees to defend, indemnify and hold harmless Landlord, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Tenant's request to utilize a lawful exemption to Landlord."

16. Add the following as new Paragraph 17:

"Tenant shall install, construct, house, operate, maintain, repair, replace and remove the Structures in a good, workmanlike, secure and safe condition and manner and in accordance with all applicable federal, state and local laws, ordinances, codes, rules, and regulations and good engineering practices. Prior to the commencement of any such work, Tenant shall obtain all permits and approvals required by governmental authorities having jurisdiction over the work and shall conduct all necessary investigation and notify all necessary parties (including without limitation J.U.L.I.E.) to determine the existence of any underground utilities if underground excavation is a necessary part of the work. If the nature of the work requires, proper signs and barricades must be used and other precautions taken by Tenant, its employees and agents to warn and protect the public against possible hazards. Trenches, if any, may not be left open overnight."

17. Add the following as new Paragraph 18:

"Except for the Structures as installed, neither Tenant nor any of its employees or agents shall place, keep, store or otherwise permit to be placed, kept or stored on the Property, any equipment or materials, except temporarily during initial construction activities and during such time as Licensee's employees or agents are physically present and conducting activities permitted under this Lease. In the event that Tenant or its employees or agents desire to use, place, locate or store any construction equipment or materials on the Property at any other time(s), Tenant shall obtain the written approval of Landlord prior to each instance in which Tenant seeks to use, locate, or store such equipment or materials on the Property."

18. Add the following as new Paragraph 19:

"Tenant shall be responsible, at its sole cost and expense, for the maintenance and repair of the Structures and any other improvements constructed or installed by Tenant on the Property. Tenant shall pay the charges for all utilities used in connection with the operation of the Structures. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by Landlord or the servicing utility, including signing an appropriate easement instrument reasonably necessary for utility access to the Property or other instrument reasonably required by the utility company, in form and substance reasonably acceptable to Landlord."

19. Add the following as new Paragraph 20:

i. Insurance.

- a. Tenant shall keep in full force and effect at all times during this Agreement commercial general liability insurance in the amount of Two Million Dollars (\$2,000,000), Workers' Compensation insurance, and such other types of insurance in coverages and amounts acceptable to Landlord. Tenant shall name Landlord, and its elected and appointed officials, officers, employees and agents as an additional insured on any such insurance, and shall provide Landlord with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Property, and the Tenant shall provide at least thirty (30) days advanced written notice to Landlord before said insurance shall be modified, terminated, canceled or not renewed.
- b. In addition to, and in furtherance and not in limitation of, Tenant's insurance obligations set forth above, and at no cost to Landlord, Tenant shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Lease to obtain and keep in full force and effect for so long as any claim relating to the work legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and amounts required in Paragraph 20.a., or greater if required by law, and to otherwise comply with all other requirements set forth therein. Tenant shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Lease to defend, indemnify and hold harmless Landlord from all injuries to the Property, the Structures, or third persons caused by contractor(s) or subcontractor(s), or their employees, agents, or licensees.

20. Add the following as new Paragraph 21:

- i. "Tenant shall defend, indemnify and hold harmless Landlord, its elected and appointed officers, officials, employees and agents (collectively, the "Landlord Group") against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees (collectively, "Claims"), suffered, incurred or sustained by any member of the Landlord Group, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the exercise by Tenant and its duly authorized employees, agents, contractors, subcontractors, and material suppliers (collectively, the "Tenant Group"), or any other person acting on their behalf or with their authority or permission, of the rights and privileges granted Tenant under this Lease. Tenant shall defend, indemnify and hold harmless the Landlord Group against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by the Landlord Group as a result of Tenant's breach of any provision of this Lease or otherwise incurred by the Landlord Group in enforcing the terms of this Lease."

21. Add the following as new Paragraph 22:

- i. “The Property is or will be exempt from real estate and other taxes by virtue of Landlord’s status as a unit of local government. Tenant shall be solely responsible for and hereby indemnifies and holds the Landlord Group harmless against and from all costs, taxes, charges and expenses, including without limitation any permits, special assessments, real estate, personal property, or other tax, fine or penalty, which arise out of the Tenant’s use of the Property or the Structures, its exercise of the privileges, or its performance or non-performance of its obligations, under this Lease. In the event any real estate, leasehold, use, personal property or other taxes or charges of any kind are levied or assessed against the Property or any portion thereof or improvement thereon, or against Landlord, by reason of the existence of this Lease or Tenant’s use of the Property or any improvement thereon, Tenant shall pay promptly all such taxes or charges. Landlord shall send to Tenant a copy of any tax bill or notice of assessment which Landlord receives within a reasonable period of time after Landlord’s receipt of same, but in no event later than fifteen (15) days prior to the deadline date for filing any protest or objection thereto or making any payment thereon (unless Landlord does not receive any such notice or bill within fifteen (15) days prior to the deadline date, in which case Landlord shall provide a copy of the notice or bill within three (3) business days after its receipt). Tenant, in its own name or in the name of Landlord, if necessary, shall have full right at its sole cost and expense to contest the imposition and/or amount of all taxes, assessments, charges, but the pendency of such contest shall not affect Tenant’s obligations under this Paragraph 22.”

22. Add the following as new Paragraph 23:

- i. “Landlord reserves the right to terminate the Lease and any and all rights and privileges hereby granted to Tenant under this Lease immediately upon notice to Tenant in the event:
 - a. Tenant violates or fails to perform its obligations under any of the terms, conditions or provisions of this Lease; or
 - b. Landlord receives notice of an alleged violation of any federal, state, or local law, ordinance, rule or regulation relating to Tenant’s conduct on, or use of, all or any part of the Property.
 - c. Landlord is ordered to do so by any regulatory body or other governmental agency having jurisdiction.
 - d. Tenant shall have (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Tenant and the same shall not have been dismissed within ten (10) days of such filing.
- i. Upon termination, all prepaid fees and bonus monies will be retained by Landlord unless such termination is due to Landlord’s failure of proper ownership or authority or such termination is a result of Landlord’s default, in which event Landlord shall return all prepaid annual fees. Tenant shall not be entitled to any payment of any kind whatsoever upon the expiration or any termination of the Lease, unless such termination is due solely to Landlord’s failure of proper

ownership or authority or a result of Landlord's default as provided above. Upon expiration or termination of the Lease, unless otherwise agreed to in writing by the parties, Tenant shall remove the Structures and all other improvements constructed by Tenant (including foundations to a depth of four (4) feet below ground level) and shall restore the Property, all at its sole cost and expense, within sixty (60) days after the effective date of expiration or termination. The failure of Landlord to terminate the Lease shall not be construed as Landlord's consent to any breach by Tenant and shall not constitute a waiver of any right which Landlord may have by virtue of Tenant's actions including without limitation termination of the Lease. In the event Tenant fails to remove any of the Structures or any other improvements within sixty (60) days of termination, Tenant shall be liable and shall pay to Landlord the sum of one hundred dollars (\$500.00) per calendar day, not as a penalty but as liquidated damages, for each day that any Structures or other improvements remain on Landlord property beyond the date sixty (60) days after termination or expiration of the Lease. The liquidated damages for failure to timely remove the structures or other improvements from Landlord property are approximate, due to the impracticality of calculating and proving actual delay costs, and are understood to be a fair and reasonable estimate of the costs that will be borne by Landlord during any period beyond the sixty (60) day period following expiration or termination of the Lease."

23. Add the following as new Paragraph 24:

- i. "No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Property except in compliance with applicable law or as needed for vehicles or equipment for the Project; provided that Tenant and its contractors shall be liable for any damage to or contamination of Property resulting from such activity or use. As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law."

24. Add the following as new Paragraph 24:

25. Compliance with Laws. Tenant shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the work completed pursuant to the MSSA and this Addendum, now in effect, or which may become in effect during the performance of this Agreement. The scope of

the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lemont. Tenant shall also comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into this Agreement by reference and set forth in full.

26. All Tenant employees, contractors, and personnel agree to be subject to all Landlord identity theft policies, regulations, or programs developed pursuant to law.
27. Interference with Public Contracting. Tenant certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.
28. Sexual Harassment Policy: 775 ILCS 5/2-105(A)(4). Tenant certifies hereby that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).
29. Add the following as new Paragraph 25:
 - i. Tenant shall not cause or suffer or permit to be created any mechanics' or material men's liens or claims against the Property. Tenant shall defend, indemnify and hold harmless Landlord from and against any such claims or liens."
30. Exhibit B is revised by striking the second sentence in its entirety and replacing it with the following:
 - i. "Such Rent shall be payable, in advance, in annual installments commencing on or before the Effective Date and on or before the one (1) year anniversary of the Effective Date during the Term of the Lease."

Except as modified herein, all original terms and conditions contained in the Lease shall remain in full force and effect. Where a conflict in terms may exist, this Addendum shall govern.

LANLORD:

TENANT:

CLEAR CHANNEL OUTDOOR, INC.

By: _____

By: _____

Name: George Schafer

Name: Carlos San Jose

Its: Village Administrator

Its: President & GM - Chicago

execution of this Agreement by the Mayor of the Purchaser, each Party shall receive two (2) fully executed originals hereof.

IN WITNESS WHEREOF this Agreement is executed by the Parties, each intending to be legally bound hereby.

Agreed to for the Seller,
Balsamo Brothers Racing, Inc.:

Agreed to for the Purchaser,
Village of Lemont:

By: Ellen J. Bran, NOT

By: _____
Village Administrator

PERSONALLY BUT AS
EXECUTOR OF THE
ESTATE OF JOHN P.
BALSAMO, DEC'D.
(SOLE SHAREHOLDER,
DIRECTOR AND OFFICER
OF SELLER).

Attest: _____ (SEAL)

Village Clerk

law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

VILLAGE OF LEMONT

BALSAMO BROTHERS RACING, INC.

For Purchaser:

For Seller:

By: _____

By: Allen J. Baer, EXECUTOR OF THE
ESTATE OF JOHN P. BALSAMO, DEC'D.

Date: _____

Date: 11 | 4 | 2015



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Mayor Reaves
Village Board of Trustees

FROM: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Case 14-05 Kohl's PUD amendment

DATE: November 4, 2015

SUMMARY

The Long Run Shopping Center (Target/Kohl's Center) was developed as a PUD in 1999. The annexation agreement and PUD ordinances (O-29-99 & O-22-99) included exterior elevations for the proposed stores. In 2014, Kohl's submitted an application for a PUD amendment to allow changes to the façade of the Kohl's store. The PZC held a public hearing on the PUD amendment in May 2014 and recommended approval. The Committee of the Whole was also supportive of the requested amendments and in July 2014 the Village Board held a public hearing on the proposed annexation agreement amendment.

Before the annexation agreement amendment could be finalized, the applicant (Kohl's) needed to secure the signatures of all property owners within the Long Run Shopping Center (Target, Kohl's, and Long Run 1031, LLC). The applicant has recently finished securing the necessary signatures.

The attached ordinance will approve an amendment to the Long Run Shopping Center annexation agreement and PUD to allow the proposed exterior façade changes to the Kohl's store. The annexation agreement amendment will also enable future amendments to proceed without requiring the signature of all property owners within the development, if the proposed amendment does not impact the other owners.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An Ordinance Granting an Amendment to the Annexation Agreement and Approved Planned Unit Development for the Target/Kohl's Shopping Center in Lemont, IL.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING AN AMENDMENT TO THE ANNEXATION
AGREEMENT AND APPROVED PLANNED UNIT DEVELOPMENT FOR THE
TARGET/KOHL'S SHOPPING CENTER IN LEMONT, IL**

**(Target/Kohl's Shopping Center Amendment to Annexation Agreement and PUD
Amendment)**

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 9th Day of November, 2015.**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 9th day of
November, 2015.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING AN AMENDMENT TO THE ANNEXATION AGREEMENT AND APPROVED PLANNED UNIT DEVELOPMENT FOR THE TARGET/KOHL'S SHOPPING CENTER IN LEMONT, IL

(Target/Kohl's Shopping Center Annexation Agreement and PUD Amendment)

WHEREAS, the Village of Lemont desires to enter into an Target/Kohl's Shopping Center Annexation Agreement Amendment for the territory referred to as the Target/Kohl's Shopping Center; and

WHEREAS, Kohl's Illinois (hereinafter referred to as "KOHLS"), and Target Corporation, successor-in-interest to Dayton Hudson Corporation, and Long Run 1031, LLC, (hereinafter collectively referred to as "OWNERS") are the owners of record of the real estate (hereinafter referred to as the "TERRITORY"), legally described and depicted on Exhibit A, attached hereto and by this reference made a part hereof; and

WHEREAS, the OWNERS are ready, willing, and able to enter into said Target/Kohl's Shopping Center Annexation Agreement Amendment and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said Annexation Agreement have been fully complied with;

WHEREAS, the TERRITORY was previously annexed and identified as the TERRITORY pursuant to a certain Annexation Agreement dated March 8, 1999, as Ordinance No. 0-21-99 and recorded as Document No. 99376262 with the Cook County Recorder of Deeds (hereinafter referred to as "the AGREEMENT"); and,

WHEREAS, On April 12, 1999 the Lemont Village Board of Trustees approved Ordinance O-29-99, granting Planned Unit Development ("PUD") approval for the Target/Kohl's Shopping Center; and

WHEREAS, Kohl's, as an owner, submitted an application to amend the Target Kohl's Shopping Center PUD to allow façade changes to the Kohl's store;

WHEREAS, pursuant to Section 11-15.1-3 of the Illinois Municipal Code 65 ILCS 5/11-15.1-3) the corporate authority of the Village held a public hearing on July 14, 2014, pursuant to properly published notice, regarding the proposed Target/Kohl's Annexation Agreement Amendment; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on May 21, 2014 for approval of the PUD amendment; and

WHEREAS, the President and Board of Trustees of the Village has reviewed the matter herein and has determined that the same is in the best interest of the Village of Lemont, and herein adopts the finding of facts as set forth in Exhibit “B”.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, ILLINOIS:

SECTION 1: The above recitals are hereby incorporated into this Ordinance as if set forth verbatim.

SECTION 2: That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as Target/Kohl’s Annexation Agreement Amendment, attached here to as Exhibit C.

SECTION 3: An amendment to the Target /Kohl’s Shopping Center PUD is granted to allow façade changes as depicted in Exhibit D.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL,
ILLINOIS, ON THIS 9th DAY OF NOVEMBER, 2015.**

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				

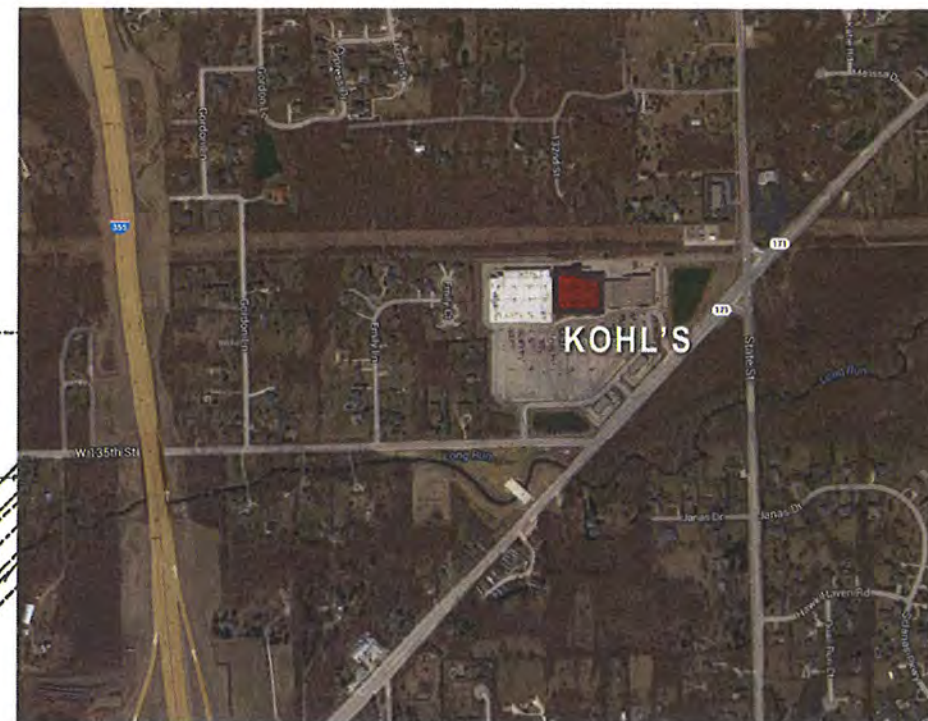
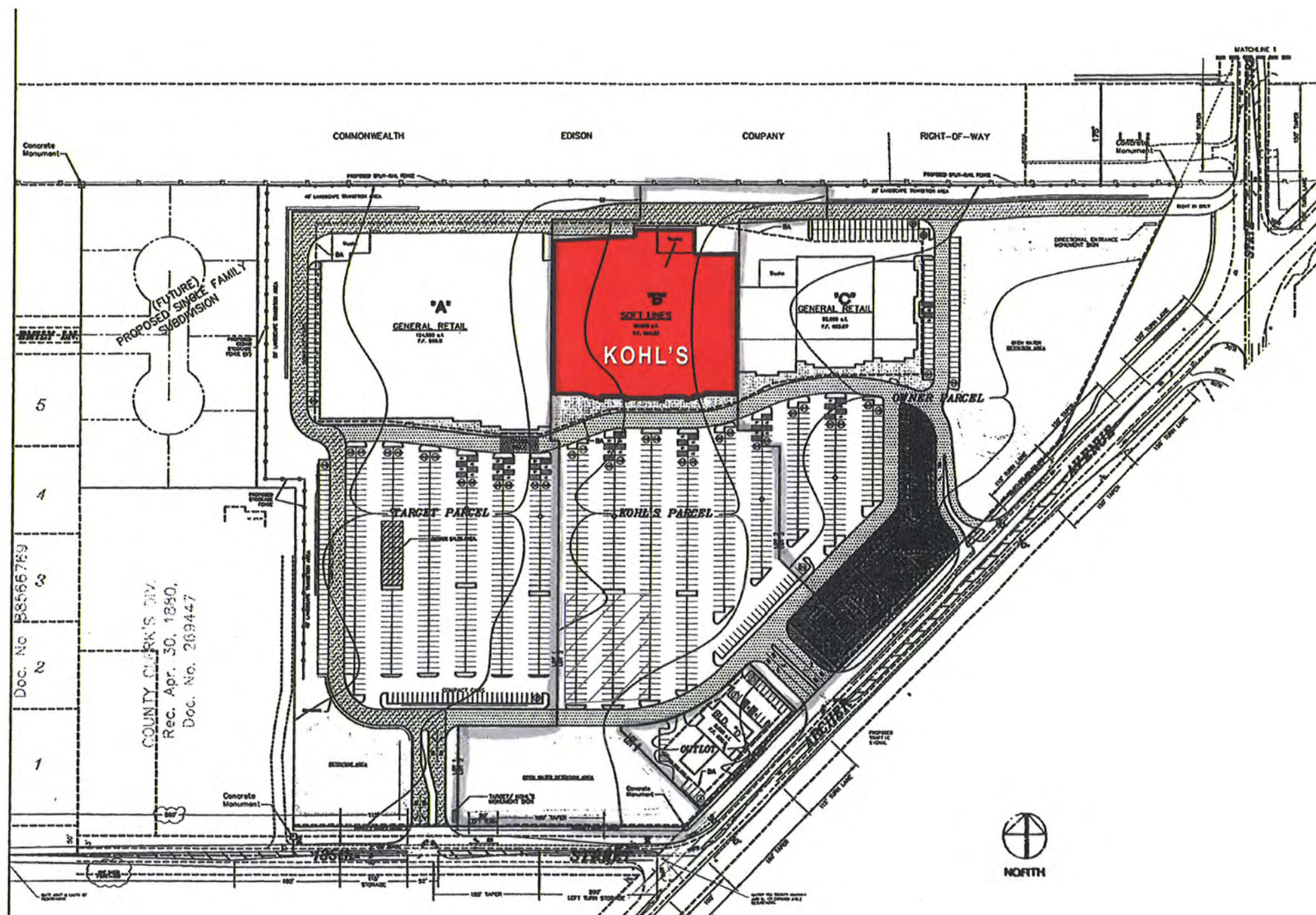
Approved by me this 9th day of November, 2015

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A



SITE PLAN

LEMONT, IL
STORE NO.: 10419
REMODEL

DESIGN ELEVATION - FOR PRESENTATION ONLY - NOT FOR CONSTRUCTION
ISSUE DATE: APRIL 7TH, 2014
KOHL'S APPROVED:
LANDLORD APPROVED:
AHJ APPROVED:



EXHIBIT B

FINDINGS OF FACT

1. The requested façade improvements to the Kohl's Department store will not alter the essential character of the Target / Kohl's Center; and
2. The requested façade improvements are an investment in the community and consistent with the general intent of the PUD which is to ensure a quality development.

EXHIBIT C

TARGET/KOHL'S CENTER PUD ANNEXATION AGREEMENT AMENDMENT

THIS AMENDMENT TO THE ANNEXATION AGREEMENT, is made and entered into this ____ day of _____, 2015, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as "the VILLAGE"), and Kohl's Illinois (hereinafter referred to as KOHLS"), and Target Corporation, successor-in-interest to Dayton Hudson Corporation, and Long Run 1031, LLC, (hereinafter collectively referred to as "OWNERS"). The VILLAGE and the OWNERS are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties"; and,

WHEREAS, OWNERS are the owners of record of the real estate (hereinafter referred to as the "TERRITORY"), depicted and attached hereto as Exhibit A and by this reference made a part hereof; and

WHEREAS, the TERRITORY was previously annexed and identified as the TERRITORY pursuant to a certain Annexation Agreement dated March 8, 1999, as Ordinance No. 0-21-99 and recorded as Document No. 99376262 with the Cook County Recorder of Deeds (hereinafter referred to as "the AGREEMENT"); and,

WHEREAS, KOHLS, one of the OWNERS, is the owner of record of a parcel in the TERRITORY, depicted and attached hereto as Exhibit B and by this reference made a part hereof; and

WHEREAS, the OWNERS are desirous of amending said AGREEMENT regarding the exterior facade of the KOHLS'; and

WHEREAS, pursuant to Section 11-15.1-3 of the Illinois Municipal Code 65 ILCS 5/11-15.1-3) the corporate authority of the Village held a public hearing on July 14, 2014, pursuant to properly published notice, regarding this proposed amendment to the AGREEMENT; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties agree as follows:

SECTION 1: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: Amendments. The AGREEMENT is hereby amended as follows:

1. Exhibit D-1 (attached hereto as Exhibit C to this AMENDMENT) shall be attached to the AGREEMENT in addition to and as a supplement to the existing Exhibit D of the AGREEMENT. Exhibit D-1 shall replace and modify only the depicted portion of KOHLS' exterior facade and elevations shown on the Exhibit D. All unaffected

portions of the depicted facades and elevations shown on Exhibit D shall remain in full force and effect.

2. Section II (I)(B) shall be replaced in its entirety with the following text:

B. B-3 Commercial District, for the remainder of the Territory, consisting of a six-lot commercial subdivision, including two (2) commercial outlots (collectively, the "Commercial Tract", as legally described on Exhibit "A-2"), in accordance with the preliminary plat of PUD (the "Preliminary PUD Plat") attached hereto and incorporated herein as Exhibit "C," in accordance with certain landscape plans, architectural elevations and conceptual sign plans, attached hereto and incorporated herein as Exhibit "D," which have been submitted by the OWNER and DEVELOPER for review and approval by VILLAGE staff prior to the execution of this Agreement, and Exhibit "D-1" and in accordance with Conditions #1 through and including # 26 as set forth in Exhibit "E," attached hereto and incorporated herein. Said zoning classification has been the subject of a public hearing by the Planning and Zoning Commission and approval of the VILLAGE Board. The principal permitted and special uses which shall be permissible in the TERRITORY are set forth in Exhibit "F," attached hereto and incorporated herein.

3. Section XXV (inadvertently labeled XV in the AGREEMENT) shall be replaced in its entirety with the following text:

XV

AMENDMENT

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and understandings between the PARTIES hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with law and reduced in writing and signed by them. This AGREEMENT may be amended between the VILLAGE and any affected owner(s) of record of a portion of the TERRITORY without the consent of the non-affected owners of the other portions of the TERRITORY, to the extent such amendment does not alter or change any rights and obligations of a non-affected owner.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

VILLAGE OF LEMONT
an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNERS:
Kohl's Illinois, Inc.



By: _____
Jason J. Kelroy
Its: Secretary

OTHER OWNERS SIGNATURE LINE:;

Target Corporation

By: _____
James L. Tucker
Director Real Estate
Target Corporation
Title of Officer

Long Run 1031, LLC

By: _____

Title of Officer

NOTARY CERTIFICATES

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that BRIAN K. REAVES, personally known to me to be the President of the Village of Lemont, and CHARLENE M. SMOLLEN, personally known to me to be the Village clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____ 2015.

Notary Public

My commission expires on _____, 20____

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA),

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named JASON J. KELROY, personally known to me to be the Secretary of Kohl's Illinois, Inc., appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28th day of September, 2015.

Mary B. Coleman
Notary Public

My commission expires on May 13, 2019

NOTARY PUBLIC
STATE OF WISCONSIN
MARY B. COLEMAN

STATE OF Minnesota)

SS

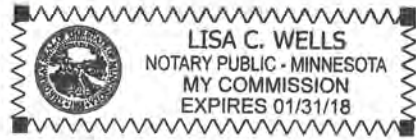
COUNTY OF Hennepin)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named James L. Tucker, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27 day of March, 2015.

Lisa Wells
Notary Public

My commission expires on Jan. 31, 2018.



ATTEST:

By: _____
Village Clerk

OWNERS:
Kohl's Illinois, Inc.

By: _____
Jason J. Kelroy
Its: Secretary

OTHER OWNERS SIGNATURE LINE:,
Target Corporation

By: _____

Title of Officer

Long Run 1031, LLC

By: James D. Wooten
MANAGING MEMBER
Title of Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On September 18, 2015 before me, Cherie Leigh Dalldorf, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared James B. Wachtler
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Cherie Leigh Dalldorf
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Target/Kohl's Center PUD Document Date: 09/18/2015
Number of Pages: 9 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: James B. Wachtler
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A

Description of TERRITORY

LEGAL DESCRIPTION

EAST PARCEL:

A PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART LYING SOUTH OF THE NORTH 175 FEET OF SAID SOUTHEAST $\frac{1}{4}$; SAID PART ALSO LYING WESTERLY OF THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED BY QUIT CLAIM DEED TO THE COUNTY OF COOK RECORDED SEPTEMBER 29, 1942, AS DOCUMENT 12964874; AND SAID PART ALSO LYING WESTERLY OF THE NORTHWEST LINE OF A TRACT OF LAND DEDICATED TO THE STATE OF ILLINOIS FOR PUBLIC HIGHWAY (ARCHER AVENUE) RECORDED MARCH 10, 1944, AS DOCUMENT 13243343; ALL IN COOK COUNTY, ILLINOIS.

WEST PARCEL:

THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THE NORTH 175 FEET THEREOF AND EXCEPT THE WEST 365 FEET OF THE SOUTH 630.33 FEET THEREOF).

PINs: 22-32-302-004
22-32-301-007

Exhibit B

Legal Description/Site Plan of Parcel located within TERRITORY

Parcel 1:

Lot 2 of Ryan's Lemont Retail Subdivision, being a subdivision of part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded August 10, 1999 as Document 99757983.

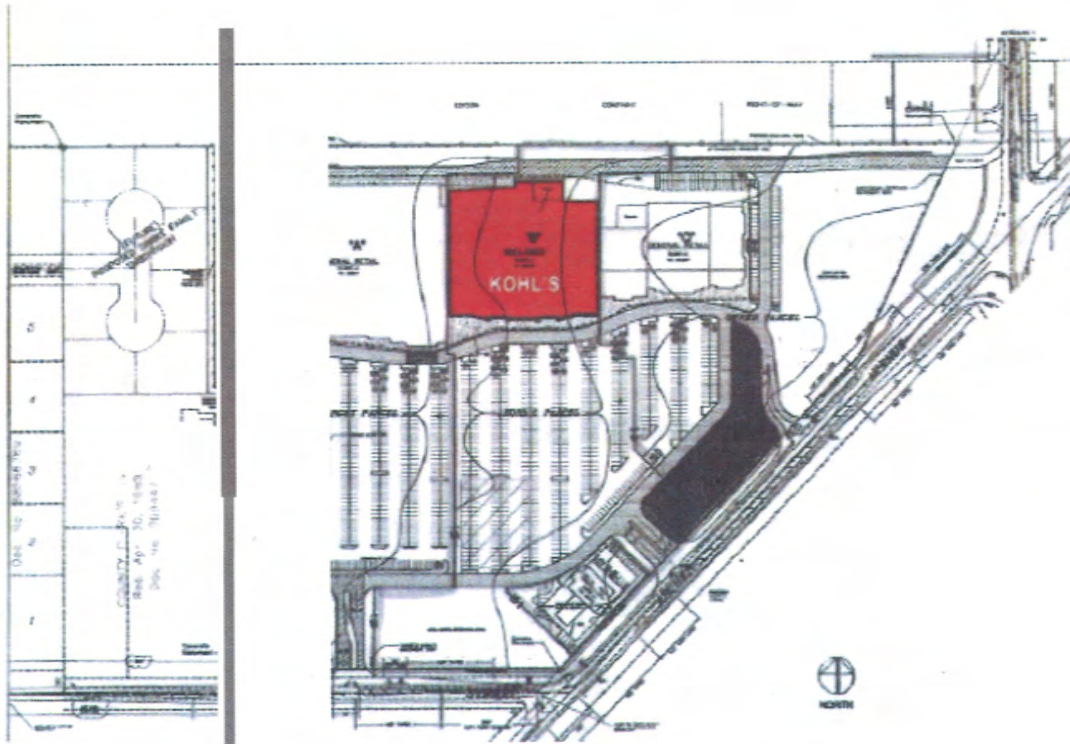
Parcel 2:

Easements for ingress and egress, parking, utilities, construction, maintenance, reconstruction, and signs as created by the Operation and Easement Agreement dated August 10, 1999 made by and among Dayton Hudson Corporation, a Minnesota corporation, Kohl's Department Stores, Inc. a Delaware corporation, and Ryan Companies US. Inc., a Minnesota corporation, recorded on August 12, 1999 as Document 99770073 over and across the land delineated on the site plan attached as Exhibit "X" thereto.

Permanent Index Number 22-32-301-007-0000; 22-32-302-004-0000

Property Address: 13440 Archer Avenue
Lemont, IL 60439

EXHIBIT B



LEMONT, IL
STORE NO.: 10419
RE MODEL

SE SHW ELEVATION - FOR PRESENTATION ONLY - NOT FOR CONSTRUCTION
ISSUE DATE: APRIL 7TH, 2014
KOHL'S APPROVED
LANDLORD APPROVED
ARCH APPROVED



Exhibit C

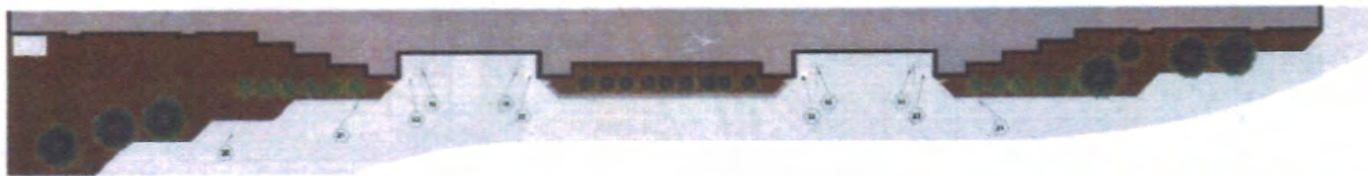
Exhibit D-1 to Supplement Existing Exhibit D to AGREEMENT



EXISTING SIDE ELEVATION



NEW SIDE ELEVATION



HARDSCAPE/ LANDSCAPE PLAN

- | | | | | | |
|--|--|---|--|--|--|
| <ul style="list-style-type: none"> 1 EXISTING TO REMAIN. 2 EXISTING BRICKMASONRY VENEER TO BE REMOVED. 3 EXISTING DOORS ARE STRAIGHT TO BE REMOVED. 4 EXISTING COLUMN CAVES TO BE REMOVED. 5 EXISTING CORNER TO BE REMOVED. 6 EXISTING LOWER ELEVATED DECK TO BE REWORKED. | <ul style="list-style-type: none"> 7 REMOVE EXISTING MASONRY, ADD NEW S.I.F.S. PANELS (MATCH TO MATCH EXISTING ADJACENT COLOR QUOTE FOR EXISTING FINISH) TO BE SHOWN. 8 EXHUME EXISTING MASONRY, ADD NEW S.I.F.S. PANELS TO MATCH EXISTING ADJACENT COLOR QUOTE FOR EXISTING FINISH (MATCH TO MATCH EXISTING COLOR QUOTE FOR EXISTING FINISH) TO BE SHOWN. 9 EXISTING S.I.F.S. AND CORNER TO REMAIN. FINISH (S.I.F.S. PROFESSIONAL PAINT) COLOR: KOHL'S CANVAS. 10 NEW PRECAST S.I.F.S. PANEL WITH BRICKWORK LIME-STONE FINISH AND LOTUSKAY COATING COLOR: SIO BAY-036. 11 NEW PRECAST S.I.F.S. PANEL WITH BRICKWORK LIME-STONE FINISH AND LOTUSKAY COATING COLOR: SIO BAY-036. | <ul style="list-style-type: none"> 12 NEW PRECAST S.I.F.S. PANELS, PRE-FINISHED TO MATCH EXISTING PROFESSIONAL PAINT AND FINISH (S.I.F.S. CANVAS). 13 NEW AUTOMATIC SLIDING DOOR TO MATCH EXISTING STRAIGHT. 14 NEW PRECAST ALUMINUM PANELS, FINISH (MATCH TO MATCH EXISTING) AND S.I.F.S. PANELS TO MATCH EXISTING (S.I.F.S. CANVAS). FINISH (MATCH TO MATCH EXISTING) AND S.I.F.S. PANELS TO MATCH EXISTING (S.I.F.S. CANVAS). 15 ADJACENT BUILDING (N.E.C.) 16 EXISTING TO REMAIN, BUT AS REWORKED. | <ul style="list-style-type: none"> 17 NEW PRECAST S.I.F.S. PANELS, PRE-FINISHED TO MATCH EXISTING PROFESSIONAL PAINT AND FINISH (S.I.F.S. CANVAS). FINISH (MATCH TO MATCH EXISTING) AND S.I.F.S. PANELS TO MATCH EXISTING (S.I.F.S. CANVAS). 18 NEW CORNER, COLOR: ALUMINO. 19 NOT USED. 20 NEW BAY AREA. 21 NEW SAKING POLE. 22 NEW EXISTING WALKWAY CONTACT. | <ul style="list-style-type: none"> 23 NEW EXTERIOR WALKWAY CONTACT. 24 CAP OFF EXISTING WALKWAY AND EXISTING EXISTING S.I.F.S. CORNER ACCESS, FINISH (S.I.F.S. PROFESSIONAL PAINT) COLOR: KOHL'S CANVAS. 25 NEW ALUMINUM WALKWAY CONTACT TO MATCH EXISTING. 26 EXISTING TO REMAIN TO REMAIN, FINISH (S.I.F.S. CANVAS) TO MATCH EXISTING. 27 NOT USED. 28 EXISTING EXTERIOR DOORS TO REMAIN, FINISH (S.I.F.S. CANVAS) TO MATCH EXISTING. AT BOTTOM, MATCH TO EXISTING AT TOP. | <ul style="list-style-type: none"> 29 EXISTING MASONRY TO REMAIN, FINISH (S.I.F.S. CANVAS) TO MATCH EXISTING. 30 EXISTING MASONRY TO REMAIN, FINISH (S.I.F.S. CANVAS) TO MATCH EXISTING. 31 EXISTING MASONRY TO REMAIN, FINISH (S.I.F.S. CANVAS) TO MATCH EXISTING. 32 NOT USED. 33 EXISTING EXTERIOR DOORS TO REMAIN, FINISH (S.I.F.S. CANVAS) TO MATCH EXISTING. AT BOTTOM, MATCH TO EXISTING AT TOP. |
|--|--|---|--|--|--|



LEMONT, IL
STORE NO.: 18419
REMODEL

DESIGN ELEVATION - FOR PRESENTATION ONLY - NOT FOR CONSTRUCTION
 ISSUE DATE: OCTOBER 20TH, 2013
 KOHL'S APPROVED: APRIL 7TH, 2014
 LANDLORD APPROVED:
 ANJ APPROVED.



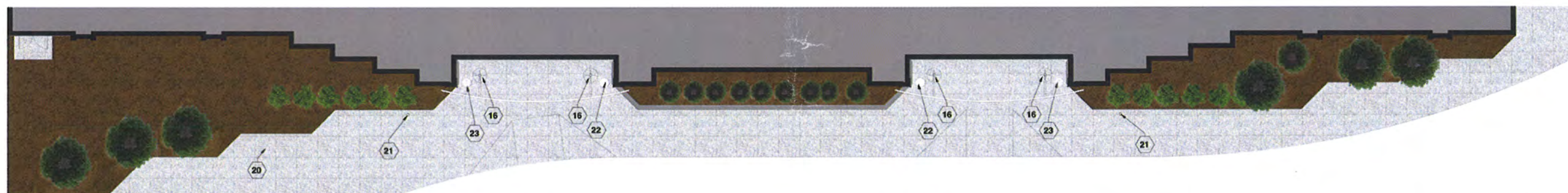
EXHIBIT D



EXISTING SIDE ELEVATION



NEW SIDE ELEVATION



HARDSCAPE/ LANDSCAPE PLAN

- ① EXISTING TO REMAIN.
- ② EXISTING BRICK/MASONRY VENEER TO BE REMOVED.
- ③ EXISTING DOORS AND STOREFRONT TO BE REMOVED.
- ④ EXISTING COLUMNS COVERS TO BE REMOVED.
- ⑤ EXISTING COPING TO BE REMOVED.
- ⑥ EXISTING LOWER ELEVATED SOFFIT TO BE REMOVED.
- ⑦ REMOVED EXISTING MASONRY. ADD NEW E.I.F.S. PANELS - FINISH TO MATCH EXISTING ADJACENT. COLOR: GLIDDEN PROFESSIONAL PAINT "KOHL'S CANVAS".
- ⑧ REMOVED EXISTING MASONRY. ADD NEW D.E.F.S. PANELS - FINISH TO MATCH EXISTING ADJACENT. COLOR: GLIDDEN PROFESSIONAL PAINT "KOHL'S CANVAS".
- ⑨ EXISTING E.I.F.S. AND CORNICE TO REMAIN - PAINT GLIDDEN PROFESSIONAL PAINT. COLOR: "KOHL'S CANVAS".
- ⑩ NEW PREFAB E.I.F.S. PORTAL WITH SMOOTH "LIME-STONE" FINISH AND "LOTUSAN" COATING. COLOR: STO #NA10-0066.
- ⑪ NEW PREFAB D.E.F.S. PANEL WITH SMOOTH "LIME-STONE" FINISH AND "LOTUSAN" COATING. COLOR: STO #NA10-0066.
- ⑫ NEW PREFAB TUBE STEEL "EYEBROW". PREFINISHED. COLOR: GLIDDEN PROFESSIONAL PAINT #A0158 "QUIET HIDEAWAY".
- ⑬ NEW AUTOMATIC SLIDING DOOR TO MATCH EXISTING STOREFRONT.
- ⑭ NEW PREFAB ALUMINUM "FINS" (4). SNAP COVER ASSEMBLY AND BASE COVER OVER EXISTING STEEL COLUMNS. PREFINISHED. COLOR: GLIDDEN PROFESSIONAL PAINT #A1058 "QUIET HIDEAWAY".
- ⑮ ADJACENT BUILDING (N.I.C.).
- ⑯ EXISTING BASE TO REMAIN. RUB AS REQUIRED.
- ⑰ NEW PREFAB E.I.F.S. PANELIZED SYSTEM OVER EXISTING WALL FINISH. STO MEDIUM SAND FINISH. COLOR: #NA10-0067 "SANDLEWOOD BEIGE".
- ⑱ NEW COPING. COLOR: ALMOND.
- ⑲ NOT USED.
- ⑳ NEW BIKE RACK.
- ㉑ NEW SMOKERS POST.
- ㉒ NEW EXTERIOR WASTE CONTAINER.
- ㉓ NEW EXTERIOR WASTE/RECYCLE CONTAINER.
- ㉔ CAP OFF EXISTING PARAPET AND EXTEND EXISTING E.I.F.S. CORNICE ACROSS. PAINT GLIDDEN PROFESSIONAL PAINT. COLOR: "KOHL'S CANVAS".
- ㉕ NEW ALUMINUM PANEL/ALUMINUM STOREFRONT TO MATCH EXISTING.
- ㉖ EXISTING E.I.F.S. CORNICE TO REMAIN. PAINT GLIDDEN PROFESSIONAL PAINT. COLOR: "KOHL'S SANDLEWOOD BEIGE".
- ㉗ EXISTING MASONRY TO REMAIN. PAINT GLIDDEN PROFESSIONAL PAINT. COLOR: "KOHL'S SANDLEWOOD BEIGE".
- ㉘ EXISTING MASONRY TO REMAIN. PAINT GLIDDEN PROFESSIONAL PAINT. COLOR: #A1756 "PEPPERSPICE".
- ㉙ UPPER PARAPET AND CORNICE TO BE REMOVED. PATCH AND REPAIR AS REQUIRED.
- ㉚ NOT USED.
- ㉛ EXISTING EXTERIOR DOORS TO REMAIN. PAINT GLIDDEN PROFESSIONAL PAINT. COLOR: #A1804 "BROWN BAG" AT BOTTOM, #A1756 "PEPPERSPICE" AT TOP.



OPTION 2

LEMONT, IL
STORE NO.: 10419
REMODEL

DESIGN ELEVATION - FOR PRESENTATION ONLY - NOT FOR CONSTRUCTION
ISSUE DATE: OCTOBER 9TH, 2013
KOHL'S APPROVED: APRIL 7TH, 2014
LANDLORD APPROVED:
AHJ APPROVED:

