

**A RESOLUTION APPROVING A  
REDEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF ARLINGTON HEIGHTS AND  
TOWN & COUNTRY CHICAGO ASSOCIATES, LLC**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That Town & Country Chicago Associates, LLC, is the owner of the property known as the Town & Country Shopping Center, located at the southeast corner of Arlington Heights and Palatine Roads, Arlington Heights, Illinois.

SECTION TWO: That a Redevelopment Agreement by and between the Village of Arlington Heights and Town & Country Chicago Associates, LLC, dated December 21, 2020, concerning redevelopment of the Town & Country Shopping Center, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION THREE: The Village President and Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and the Agreement shall be recorded by the Village Clerk in the Office of the Cook County Clerk.

AYES:

NAYS:

PASSED AND APPROVED this 21st day of December, 2020.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**VILLAGE OF ARLINGTON HEIGHTS  
TAX INCREMENT FINANCING  
REDEVELOPMENT AGREEMENT  
(NEW TOWN & COUNTRY MALL PROJECT)**

THIS REDEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois municipal corporation ("Village"), and **TOWN & COUNTRY CHICAGO ASSOCIATES, LLC**, an Ohio limited liability company ("Developer") (the Village and Developer are hereinafter sometimes collectively referred to as the "Parties").

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11- 74.4 -1 *et seq.*) ("Act"), the Village has undertaken a program to redevelop certain property within the Village which is legally described in Exhibit A, attached hereto made a part hereof ("Redevelopment Project Area"); and

WHEREAS, on February 7, 2005, the Corporate Authorities of the Village, after giving all notices and conducting all public hearings required by the Act, adopted the following ordinances: (1) Ordinance No. 05-007 approving a Tax Increment Redevelopment Plan and Project for the Redevelopment Project Area, (2) Ordinance No. 05-008 designating the Redevelopment Project Area pursuant to the Act, and (3) Ordinance No. 05-009 adopting Tax Increment Allocation Financing for the Redevelopment Project Area; and

WHEREAS, the Developer, as record owner, pursuant to a Redevelopment Agreement dated May 2, 2005, redeveloped a portion of the Redevelopment Project Area legally described in Exhibit B, attached hereto and made a part hereof (the "Town & Country Mall Property") with a commercial/retail development ("Town & Country Mall Project"), and

WHEREAS, the Developer now intends to redevelop and improve that portion of the Town & Country Mall Property depicted on the site plan, attached hereto and made a part hereof as Exhibit C, by: (i) a tenant to build-out and operate a grocery store in the area commonly described as 325 East Palatine Road; and (ii) a separate tenant to construct and operate a restaurant with a drive-thru in the area commonly described as 225 East Palatine Road ("New Town & Country Mall Project"), and

WHEREAS, to facilitate the development of the New Town & Country Mall Project and subject to and in accordance with the terms of this Agreement, the Village has agreed to reimburse the Developer for certain eligible Redevelopment Project Costs, as defined in Article V, that the Developer incurs in connection with the redevelopment of the New Town & Country Mall Project; and

WHEREAS, in connection with the Developer's undertaking of the New Town & Country Mall Project within the Redevelopment Project Area, the Developer intends to construct certain site improvements, the costs of which are eligible for reimbursement pursuant to the Act; and

WHEREAS, the New Town & Country Mall Project shall be undertaken in accordance with plans and specifications approved by the Village; and

WHEREAS, the Developer would not undertake the New Town & Country Mall Project Redevelopment Area but for the benefit of certain tax increment financing to be provided by the Village in accordance with the terms set forth in this Agreement; and

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

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the redevelopment of the Town & Country Mall Property as provided for herein will further the growth of the Village, facilitate a portion of the redevelopment of the Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, foster increased economic activity within the Village, increase employment opportunities within the Village, upgrade public infrastructure within a portion of the New Town & Country Mall Project, and otherwise be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers; and

WHEREAS, the Village is desirous of having the Town & Country Mall Property redeveloped in order to serve the needs of the Village community and in order to produce increased tax revenues for the various taxing districts authorized to levy taxes on the Town & Country Mall Property and the Village and, in order to stimulate and induce the redevelopment of the New Town & Country Mall Project, the Village has agreed to reimburse certain Redevelopment Project Costs through property tax increment revenues, all in accordance with the terms and provisions of the Act and this Agreement;

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

## **ARTICLE I RECITALS PART OF AGREEMENT**

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

## **ARTICLE II MUTUAL ASSISTANCE**

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

The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) any financial or other aid and assistance (including any necessary permits, entitlements and approvals) required of or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property. Developer and the Village each agree to execute all documents and other instruments reasonably required by Developer's lender, if any, in connection with the New Town & Country Mall Project, to the extent that the Village incurs no liability.

## **ARTICLE III OBLIGATIONS OF THE PARTIES**

3.1. **Developer Obligations and Agreements.** In consideration of the Village's substantial commitment to the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and its commitments contained in this Agreement, Developer has fulfilled, or will fulfill, the following obligations:

A. The Developer has advanced, shall hereafter advance, or shall cause other parties to advance, its share of the funds necessary to undertake the New Town & Country Mall Project, in accordance with the Plans and the underlying tenant lease agreements;

B. Developer has secured, or shall secure or cause to be secured, all required permits and approvals necessary for partial demolition, reconstruction and redevelopment of the New Town & Country Mall Project to be constructed by the Developer pursuant to underlying individual tenant leases;

C. Developer shall cooperate with the Village and provide the Village with the information required and necessary under the Act so that the Village can fulfill its obligations under the Act and its obligations under this Agreement;

D. Developer shall complete the New Town & Country Mall Project in accordance with the Plans.

E. The New Town & Country Mall Project shall have an estimated total cost of approximately Fourteen Million Four Hundred Sixty-Seven Thousand Dollars (\$14,467,000.00 (the “Total Project Budget”).

F. The estimated Developer Costs for the New Town & Country Mall Project are approximately Two Million Four Hundred Nine Thousand Dollars (\$2,409,000.00), as set forth in Exhibit E, attached hereto and made a part hereof (the “Total Developer Costs”). The dollar amounts are permitted to move amongst the line items set forth in Exhibit E if final project costs change.

G. The New Town & Country Mall Project shall be constructed substantially in accordance with the timeline attached hereto and made a part hereof as Exhibit F, subject to force majeure events and permitted extension(s) thereto.

H. Prior to final payment by the Village of the Village Contribution (as that term is defined in Section 3.2A of this Agreement, the Developer shall execute and record against the Town & Country Mall Property an easement for the benefit of the Village along a portion of Arlington Heights Road for future installation of uptown corridor enhancement signage. Said easement shall be executed prior to final payment of TIF funds from the Village. The specific location of the easement area shall be decided mutually by the Village and Developer and shall be located in one of the areas depicted in Exhibit D, attached hereto and made a part hereof. Notwithstanding the foregoing, the Developer shall not be required to grant an easement which would violate or breach any easement, covenant or other encumbrance affecting the proposed easement area or if the placement of the easement area is frustrated due to existing utilities. The Developer makes no guaranties, warranties or representations regarding the Village’s ability to use the easement for its intended purpose.

The Village Manager may, in his sole and absolute discretion, grant written extension(s) to the timeline totaling not more than 180 days without approval of the corporate authorities of the Village or amendment of this Agreement.

3.2. **Village Obligations and Agreements.** In consideration of Developer's substantial economic commitment to the development and construction of the New Town & Country Mall Project, the Village agrees, represents and covenants with Developer as follows:

A. The Village shall pay the Developer up to One Million Three Hundred Ninety Nine Thousand Dollars (\$1,399,000.00) (“Village Contribution”) to partially subsidize the costs of the development and construction of the New Town & Country Mall Project and to reimburse the Developer for those costs of the New Town & Country Mall Project that constitute TIF-eligible redevelopment project costs, as such term is defined in the Act (“New Town & Country Mall Project Costs”), as set forth in Exhibit G, attached hereto and made a part hereof, and as evidenced by a certificate in the form attached hereto and made a part hereof as Exhibit H, prepared by the Developer and reasonably approved by the Village certifying the amount of the New Town & Country Mall Project Costs actually incurred by the Developer as of the date of such certificate (“Certificate of Expenditure”), together with copies of sworn contractors’ statement, payment

receipts, waivers of lien, and/or such other documents evidencing the Developer's payment of the New Town & Country Mall Project Costs for which the Developer seeks reimbursement. The TIF eligible dollar amounts are permitted to move amongst the line items set forth in Exhibit G if final project costs change. Additionally, prior to or in conjunction with the payment request for that portion of the Village Contributions set forth in Section 3.1(A)(1)(a), the Developer shall provide the Village with the following: (i) proof of owner financing, (ii) evidence of execution of leases with Tenant No. 1 and Tenant No. 2, and (iii) copies of building permits issued. The Village Contribution shall be paid as follows:

(1) Anchor Tenant Grocery Store ("Tenant No. 1"):

(a) The Village shall pay to the Developer the amount of Five Hundred Thousand Dollars (\$500,000.00) on the 45 day following the last to occur of: the demolition and roof replacement; satisfactory inspection and approval thereof by the Village, if applicable; issuance of a building permit for the Tenant No. 1 interior build out; and submittal of a Certificate of Expenditure, together with written documentation evidencing the expenditure of those New Town & Country Project Costs for which reimbursement is sought.

(b) The Village shall pay to the Developer the amount of Six Hundred Seventy-Nine Thousand Dollars (\$679,000.00) on the 45<sup>th</sup> day following the last to occur of: issuance of a temporary or final certificate of occupancy, whichever is the first issued; and the submittal of a Certificate of Expenditure, together with written documentation evidencing the expenditure of those Redevelopment Project Costs for which reimbursement is sought.

(2) Restaurant with Drive-Thru Project ("Tenant No. 2"):

(a) The Village shall pay to the Developer the amount of One Hundred Thousand Dollars (\$100,000.00) on the 45<sup>th</sup> day following the last to occur of: completion of the extension of utilities to Tenant No. 2's parcel and footing foundation; satisfactory inspection and approval thereof by the Village; issuance of a building permit for the Tenant No. 2 building; and submittal of a Certificate of Expenditure, together with written documentation evidencing the expenditure of those New Town & Country Mall Project Costs for which reimbursement is sought.

(b) The Village shall pay to the Developer the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) on the 45<sup>th</sup> day following the last to occur of: issuance of a temporary or final certificate of occupancy, whichever is the first issued; and the submittal of a Certificate of Expenditure, together with written documentation evidencing the expenditure of those New Town & Country Mall Project Costs for which reimbursement is sought.

In the event Tenant No. 1 and/or Tenant No. 2 do not obtain temporary or final certificates of occupancy for either or both of their respective projects ("Tenant Spaces") by June 30, 2022,

the Developer shall have one year from June 30, 2022 to assist Tenant No. 1 and/or Tenant No. 2 in obtaining temporary or final certificates of occupancy or re-tenant either or both Tenant Spaces. Any replacement tenant(s) shall be of comparable quality, in a business that is anticipated to generate a comparable amount of annual sales tax receipts, and must be pre-approved by the Village, which pre-approval shall not be unreasonably withheld.

B. The Developer acknowledges that the Village Contribution is based upon the Total Developer Costs. Prior to or in conjunction with the payment request for that portion of the Village Contribution set forth in Sections 3.2(A)(1)(a) or 3.2(A)(2)(a), the Developer shall submit to the Village a certification of actual Total Developer Costs incurred by Developer in connection with the New Town & Country Mall Project, together with copies of all sworn contractors' statements, waivers of lien, construction contracts and such other documents evidencing the actual Total Developer Costs of the New Town & Country Mall Project as may be requested by the Village ("Final Developer Project Costs"). The Village and its financial consultant shall have ninety (90) days to review the certification of Final Developer Project Costs and the documentation evidencing the actual costs and shall notify the Developer in writing if the certification of costs and submitted documentation are acceptable, or not, within such ninety (90) day time period. If not acceptable, the Parties shall negotiate to resolve the Village's objections. Upon agreement by the Parties as to the Final Developer Project Costs, in the event the Final Developer Project Costs are less than \$2,409,000, the amount of the Village Contribution shall be reduced proportionally. By way of example, if the Final Developer Project Costs are \$2,000,000, the proportional reduction of the Village Contribution is \$237,522 ( $100\% - (\$2,000,000 / \$2,409,000) \times \$1,399,000 = \$237,522$ ).

C. The Village agrees, so long as the Developer is not deemed to be in breach of this Agreement pursuant to and in accordance with Section 6.7 of this Agreement, that the Village will not revoke, rescind, repeal, or amend the Redevelopment Plan or the ordinances adopted by the Village relating to the Redevelopment Plan, the New Town & Country Mall Project and this Agreement, unless it has first deposited into an escrow account the then-remaining balance of the Village Contribution that has not yet been paid to the Developer, pursuant to an escrow agreement to be negotiated in good faith and executed by the Village and the Developer. In the event that an escrow account is established pursuant to this Section 3.2C, all subsequent payments to the Developer pursuant to this Agreement will be paid from the escrow account and not from any other Village source.

#### **ARTICLE IV**

**[RESERVED]**

**ARTICLE V**  
**DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

A. Developer is Town & Country Chicago Associates, LLC, validly existing and in good standing under the laws of the State of Ohio. Developer has all power and authority to own all of its respective properties and to carry on its respective business or properties of the Developer. Developer is qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified would have a materially adverse effect on the business or properties of the Developer.

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

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

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



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

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

G. The Developer represents and warrants that the New Town & Country Mall Project will conform and comply with all applicable federal, state and local building and zoning laws, rules, regulations and ordinances.

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

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

## **ARTICLE VI GENERAL PROVISIONS**

6.1. **Reserved.**

6.2. **Term of this Agreement.** This Agreement shall expire on the earlier of: (a) June 30, 2023; (b) on the date the Village has completed all payment obligations under this Agreement; or (c) the date of termination of this Agreement by the Village due to a breach by the Developer pursuant to and in accordance with Section 6.7 of this Agreement.

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

VILLAGE: Village of Arlington Heights  
33 South Arlington Heights Road  
Arlington Heights, Illinois 60005  
Attn: Village Manager

WITH A COPY TO: Elrod Friedman LLP  
Attn: Hart M. Passman  
325 North LaSalle Street  
Suite 450  
Chicago, IL 60654

DEVELOPER: Dominic A. Visconsi, Jr. and Alan D. Prince  
Town & Country Chicago Associates, LLC  
30050 Chagrin Boulevard, Suite 360  
Pepper Pike, Ohio 44124-5774

WITH A COPY TO: Storino, Ramello & Durkin  
Attn: Brian W. Baugh  
9501 West Devon Avenue  
Suite 800  
Rosemont, Illinois 60018

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

6.4. **Successors and Assigns.** The terms, conditions and covenants set forth in the Agreement or otherwise attaching by operation of law shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the Village and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the New Town & Country Mall Project, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the New Town & Country Mall Project or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the New Town & Country Mall Project ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed.

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

6.6. **Severability.** In the event that any jurisdiction the law of which shall apply, any provision of this Agreement shall be finally adjudicated invalid and unenforceable, in whole or in

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

**6.7. Enforceability of the Redevelopment Agreement; Defaults; Remedies.**

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

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

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

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

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

F. Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise).

G. The rights and remedies of any party to this Agreement (or its successors in interest), whether provided by law or by this Agreement, shall be cumulative, and the exercise by a party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies. No waiver made with respect to the performance, nor

nor the manner or time thereof, of any obligation of Developer or the Village, or any condition under the Agreement shall be considered a waiver of any rights of a party with respect to the particular obligation of the other party or condition beyond those expressly waived in writing.

6.8. **Recording of Agreement.** A copy of this Agreement or a Memorandum hereof shall be recorded against the Property.

6.9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the law of the State of Illinois.

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

6.11. **Force Majeure.** The Village and the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty; strike; shortage of material; unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperature of abnormal degree or for an abnormal duration, tornadoes or cyclones; acts of terrorism, Acts of God, pandemic(s) or other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

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


VILLAGE OF ARLINGTON HEIGHTS,

TOWN & COUNTRY CHICAGO  
ASSOCIATES, LLC, an Ohio limited  
liability company

By: \_\_\_\_\_  
Village President

By: Visconsi Employee Holding Company, Ltd.  
an Ohio limited  
Its: Sole Member

Attest: \_\_\_\_\_  
Village Clerk

By:   
Name: Dominic A. Visconsi, Jr.  
Title: Manager

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

THAT PART OF THE SOUTH HALF OF SECTION 17 AND THE NORTH HALF OF SECTION 20 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 66 IN C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1928 AS TORRENS DOCUMENT NO. 396997, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 66 TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 66 TO THE SOUTHEAST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 44 IN SAID C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION, EXTENDED TO THE EASTERLY RIGHT-OF-WAY LINE OF CLARENCE AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CLARENCE AVENUE TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF LOT 46, EXTENDED EASTERLY; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT 46; THENCE, SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 62 THROUGH 58, INCLUSIVE, EXTENDING SAID EASTERLY LINE OF LOT 58 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF JANE AVENUE IN SAID C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO AN ANGLE POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE EXTENDED TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RAND ROAD IN SAID C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF DOROTHY AVENUE (A.K.A. DOUGLAS AVENUE) IN SAID C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS SUBDIVISION, THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTHERLY ON SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 1 IN COURTYARDS OF ARLINGTON SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1984 AS DOCUMENT NO. 26981640; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID COURTYARDS OF ARLINGTON SUBDIVISION EXTENDED TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ARLINGTON HEIGHTS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PALATINE ROAD; THENCE EASTERLY, NORTHERLY, EASTERLY, SOUTHERLY, EASTERLY, NORTHERLY AND EASTERLY ALONG SAID NORTHERLY

RIGHT-OF-WAY LINE OF PALATINE ROAD TO A POINT OF INTERSECTION WITH THE  
EASTERLY RIGHT-OF-WAY LINE OF PRAIRIE AVENUE, EXTENDED NORTHERLY;  
THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EASTERLY  
RIGHT-OF-WAY LINE OF PRAIRIE AVENUE TO THE POINT OF BEGINNING.

**EXHIBIT B**

**LEGAL DESCRIPTION OF TOWN & COUNTRY MALL  
REDEVELOPMENT PROJECT AREA**

**P.I.N.: 03-20-101-016-0000**

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 50 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, THENCE SOUTH 89 DEGREES, 66 MINUTES, 12 SECONDS EAST, ALONG THE NORTH LINE OF SAID 250 FEET, 1,268.62 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 0 DEGREES, 16 MINUTES, 27 SECONDS EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 205.04 FEET TO A POINT, SAID POINT BEING 44.96 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 46 DEGREES, 56 MINUTES, 25 SECONDS EAST, A DISTANCE OF 165.25 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 60 FEET, A DISTANCE OF 66.24 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DOROTHY AVENUE, 249.37 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 46 DEGREES, 56 MINUTES, 25 SECONDS EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DOROTHY AVENUE, A DISTANCE OF 492.87 FEET TO A POINT ON A LINE 59 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD; THENCE NORTH 48 DEGREES, 02 MINUTES, 35 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 735.85 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 16 MINUTES, 27 SECONDS EAST, ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, 7.33 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89 DEGREES, 57 MINUTES, 27 SECONDS WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, AND SAID SOUTH LINE EXTENDED WEST, 362.57 FEET TO THE WEST LINE OF THE EAST 33 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 0 DEGREES, 16 MINUTES, 02 SECONDS WEST, ALONG SAID WEST LINE OF THE EAST 33 FEET, A DISTANCE OF 187.97 FEET TO THE SOUTH LINE OF PALATINE ROAD; THENCE

NORTH 89 DEGREES, 42 MINUTES, 10 SECONDS WEST, ALONG THE SOUTH LINE OF PALATINE ROAD, A DISTANCE OF 864.82 FEET TO AN ANGLE POINT; THENCE SOUTH 39 DEGREES, 07 MINUTES, 47 SECONDS WEST, A DISTANCE OF 48.39 FEET TO A POINT ON A LINE 60 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 14 MINUTES, 48 SECONDS EAST, ALONG SAID PARALLEL LINE, 295 FEET TO A POINT, THENCE NORTH 89 DEGREES, 56 MINUTES, 12 SECONDS WEST, A DISTANCE OF 10 FEET TO A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 14 MINUTES, 48 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 600.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

12 FOOT DRAINAGE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT AND MAINTENANCE AGREEMENT RECORDED JUNE 6, 1984 AS DOCUMENT 27117983 FOR STORM WATER DRAINAGE PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

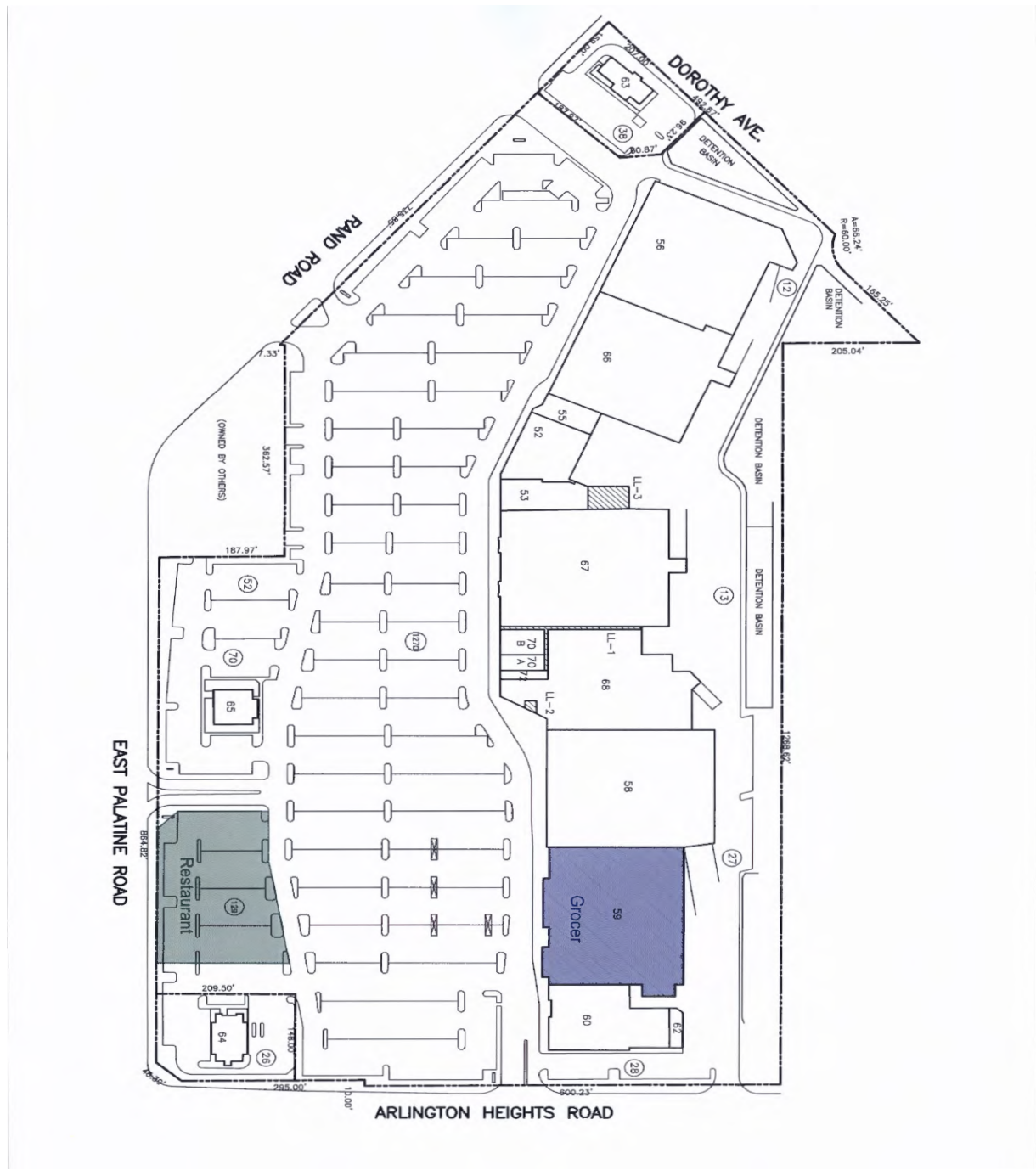
THAT PART OF THE NORTH HALF OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, 831.98 FEET WESTERLY OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20 AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 89 DEGREES, 35 MINUTES, 37 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 486.45 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 205.04 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF DOROTHY AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF DOROTHY AVENUE SOUTH 47 DEGREES, 12 MINUTES, 52 SECONDS WEST A DISTANCE OF 16.35 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 204.23 FEET; THENCE NORTH 89 DEGREES, 35 MINUTES, 37 SECONDS WEST A DISTANCE OF 474.54 FEET; THENCE NORTH 00 DEGREES, 24 MINUTES 23 SECONDS EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

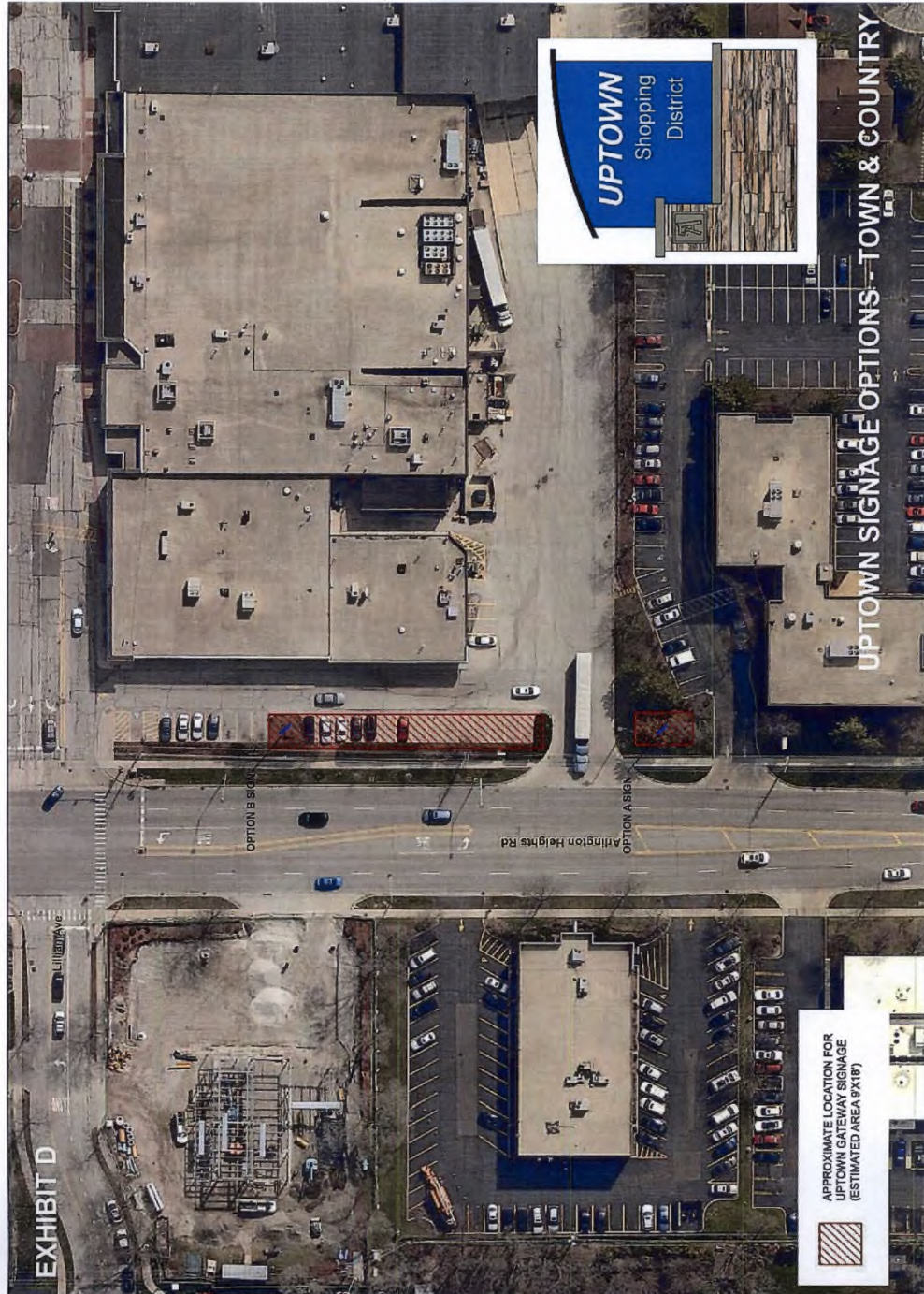


## EXHIBIT C

### SITE PLAN



## EXHIBIT D



## EXHIBIT E

### EXHIBIT E

#### TOTAL DEVELOPER COSTS

##### TENANT NO. 1

Demolition and Environmental Remediation	\$ 428,900
Roof Replacement and Repairs	730,588
Architectural, Engineering and Environmental	105,000
Building Permits	1,825
Reimbursement by Tenant	(662,544)
Construction Management	137,000
Travel and Other	7,000
Legal - Leasing	91,193
Legal - Redevelopment Agreement	11,000
Leasing - Commissions	165,100
Financing - Existing Lender	47,000
Owner Capital Costs - Interest on Revolving LOC	19,000
Owner Capital Costs - Foregone Rent and NNN's on GLA during Renovation (former Dominick's)	621,938
Subtotal Tenant No. 1	<u>\$ 1,703,000</u>

##### TENANT NO. 2

Demolition and Earthwork	\$ 48,450
Sitework - Utilities Extension	130,820
Construction Testing	4,500
Traffic Maintenance	3,000
Access Drive and Parking Lot Repairs and Repaving	120,705
Architectural, Engineering and Surveying	73,825
Building Permits and Impact Fees	51,000
Construction Management	29,000
Travel and Other	5,000
Legal - Leasing	35,000
Leasing - Commissions	158,700
Financing - Existing Lender	33,000
Owner Capital Costs - Interest on Revolving LOC	13,000
Subtotal Tenant No. 2	<u>\$ 706,000</u>

<b>GRAND TOTAL TENANT NO. 1 AND TENANT NO. 2</b>	<b><u><u>\$ 2,409,000</u></u></b>
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## **EXHIBIT F**

### New Town & Country Mall Project Timeline

Developer completes work required per Tenant No. 1 lease	February 1, 2021
Developer completes work required per Tenant No. 2 lease	February 1, 2021
Tenant No. 1 obtains permit to commence its construction	October 1, 2021
Tenant No. 2 obtains permit to commence its construction	October 1, 2021
Tenant No. 1 obtains temporary or final certificate of occupancy	June 30, 2022
Tenant No. 2 obtains temporary or final certificate of occupancy	June 30, 2022

## EXHIBIT G

### **REDEVELOPMENT TIF ELIGIBLE PROJECT COSTS** **NEW TOWN & COUNTRY MALL PROJECT**

#### Tenant No. 2

Site work/Demolition/Access Drive Repairs	\$ 60,000
Engineering/Survey	\$ 60,000
Leasing/Financing	<u>\$100,000</u>
	\$220,000

#### Tenant No. 1

Demolition/Asbestos/Environmental	\$420,000
Roof Repairs/Replacement/Renovation	\$709,000
Architectural/Engineering/Environmental	<u>\$ 50,000</u>
	\$1,179,000

TOTAL	\$1,399,000
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**EXHIBIT H**  
**REIMBURSEMENT APPLICATION**

APPLICATION NO. \_\_\_\_\_

DATE: \_\_\_\_\_

Pursuant to the Redevelopment Agreement (AAgreement@) between the Village of Arlington Heights (the “Village”) and \_\_\_\_\_ (“Developer”), the undersigned hereby requests reimbursement in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for eligible Redevelopment Project Costs incurred as follows:

Total reimbursement requested to date:	\$ _____
Total reimbursement received to date:	\$ _____
This request:	\$ _____

Developer hereby certifies to the Village that as of this date it has submitted to the Village:

1. A copy of the ALTA Owners Policy of Title Insurance showing that record fee simple title to all of the land within the Town & Country Mall Project Redevelopment Area is vested in the Developer except for public rights of way therein;
2. Developers and Contractors Sworn Statement; copies of all lien waivers required by the title company in order to issue a current pending disbursement title endorsement and an updated mechanic lien endorsement for the amount requested to date; and
3. Copies of all bills, invoices, and other reasonable information requested by the Village to evidence the Developers costs and payments for the Town & Country Mall Project Redevelopment Area and the right to reimbursement of the amount requested herein.

Undersigned hereby certifies that the amount requested herein is for eligible

Redevelopment Project Costs incurred by the Developer and not previously reimbursed by the Village.

Requestor:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

The Village authorizes the disbursement of funds to\_\_\_\_\_in the amount of \$\_\_\_\_\_in accordance with the Redevelopment Agreement.

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS

By:\_\_\_\_\_

Date:\_\_\_\_\_