



Name of Municipality: Village of Palatine
County: Cook
Unit Code: 016-430-32

Reporting Fiscal Year: **2021**
Fiscal Year End: **12/31/2021**

2021 TIF Administrator Contact Information

First Name: Reid Last Name: Ottesen
Address: 200 E Wood St Title: Village Manager
Telephone: (847) 359-9031 City: Palatine Zip: 60067
E-mail-
required findept@palatine.il.us

I attest to the best of my knowledge, that this FY 2021 report of the redevelopment project area(s) in the City/Village of: **Palatine**

is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

R.J.S. at
Written signature of TIF Administrator

May 17, 2022

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT

Name of Redevelopment Project Area	Date Designated MM/DD/20YY	Date Terminated MM/DD/20YY
Rand Road Corridor Tax Increment Financing		
Redevelopment Project Area	01/27/2003	

¹All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

FY 2021

Name of Redevelopment Project Area (below):

Rand Road Corridor TIF

Primary Use of Redevelopment Project Area*:

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

If "Combination/Mixed" List Component Types:

Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):

Tax Increment Allocation Redevelopment Act **Industrial Jobs Recovery Law**

Please utilize the information below to properly label the Attachments.

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A).	<input checked="" type="checkbox"/>	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		<input checked="" type="checkbox"/>
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		<input checked="" type="checkbox"/>
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		<input checked="" type="checkbox"/>
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		<input checked="" type="checkbox"/>
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).		<input checked="" type="checkbox"/>
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).		<input checked="" type="checkbox"/>
Were there any reports or meeting minutes <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).		<input checked="" type="checkbox"/>
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached and (labeled Attachment J).		<input checked="" type="checkbox"/>
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, then Analysis <u>MUST</u> be attached and (labeled Attachment J).		<input checked="" type="checkbox"/>
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).		<input checked="" type="checkbox"/>
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		<input checked="" type="checkbox"/>
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only, not actual agreements (labeled Attachment M).		<input checked="" type="checkbox"/>

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
Provide an analysis of the special tax allocation fund.

FY 2021

TIF NAME:

Rand Road Corridor TIF

Special Tax Allocation Fund Balance at Beginning of Reporting Period

\$ 6,918,291

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 3,637,827	\$ 48,911,522	49%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 19,180	\$ 782,068	1%
Land/Building Sale Proceeds		\$ 216,159	0%
Bond Proceeds		\$ 39,111,075	39%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (Transfer from contiguous redevelopment area)		\$ 10,661,452	11%

All Amount Deposited in Special Tax Allocation Fund

\$ 3,657,007

Cumulative Total Revenues/Cash Receipts

\$ 99,682,276 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

\$ 2,134,112
\$ -
\$ 2,250,000

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements

\$ 4,384,112

Net/Income/Cash Receipts Over/(Under) Cash Disbursements

\$ (727,105)

Previous Year Adjustment (Explain Below)

\$ -

FUND BALANCE, END OF REPORTING PERIOD*

\$ 6,191,186

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

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ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment costs)

PAGE 1

SECTION 3.2 A

PAGE 2

SECTION 3.2 A

PAGE 3

Section 3.2 B

FY 2021

TIF NAME:

Rand Road Corridor TIF

Optional: Information in the following sections is not required by law, but would be helpful in creating fiscal transparency.

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source FY 2021

TIF NAME:

Rand Road Corridor TIF

FUND BALANCE BY SOURCE

\$ 6,191,186

Amount of Original Issuance	Amount Designated
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1. Description of Debt Obligations

Total Amount Designated for Obligations	\$ 13,325,000	\$ 6,535,000
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2. Description of Project Costs to be Paid

Total Amount Designated for Project Costs \$ 2,572,648

TOTAL AMOUNT DESIGNATED \$ 9,107,648

SURPLUS/(DEFICIT) \$(2,916,462)

FY 2021

TIF NAME:

Rand Road Corridor TIF

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

Check here if no property was acquired by the Municipality within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 20 ILCS 620/4.7 (7)(F)

PAGE 1

FY 2021

TIF NAME:

Rand Road Corridor TIF

Page 1 is to be included with TIF Report. Pages 2 and 3 are to be included ONLY if projects are listed.Select **ONE** of the following by indicating an 'X':

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The Municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
2a. The total number of <u>ALL</u> projects undertaken in furtherance of the objectives of the redevelopment	9

LIST ALL the projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 85,694,493	\$ -	\$ -
Public Investment Undertaken	\$ 63,104,811	\$ 1,000,000	\$ 1,900,000
Ratio of Private/Public Investment	1 29/81		0

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: Walmart

Private Investment Undertaken (See Instructions)	\$ 36,094,493		
Public Investment Undertaken	\$ 30,382,599		
Ratio of Private/Public Investment	1 3/16		0

Project 2*: Arlington Toyota

Private Investment Undertaken (See Instructions)	\$ 10,000,000		
Public Investment Undertaken	\$ 17,927,209		
Ratio of Private/Public Investment	29/52		0

Project 3*: Tore & Luke's

Private Investment Undertaken (See Instructions)	\$ 1,500,000		
Public Investment Undertaken	\$ 1,126,390		
Ratio of Private/Public Investment	1 1/3		0

Project 4*: White Castle

Private Investment Undertaken (See Instructions)	\$ 1,500,000		
Public Investment Undertaken	\$ 121,520		
Ratio of Private/Public Investment	12 11/32		0

Project 5*: Harley Davidson

Private Investment Undertaken (See Instructions)	\$ 7,000,000		
Public Investment Undertaken	\$ 1,352,355		
Ratio of Private/Public Investment	5 3/17		0

Project 6*: Foxfire/Caputo's

Private Investment Undertaken (See Instructions)	\$ 3,300,000		
Public Investment Undertaken	\$ 901,601		
Ratio of Private/Public Investment	3 33/50		0

Village of Palatine

FY 2021

Section 5

Rand Road Corridor TIF

Project 7*: Sonic Restaurant

Private Investment Undertaken (See Instructions)	\$ 850,000		
Public Investment Undertaken	\$ 125,000		
Ratio of Private/Public Investment	6 4/5		0

Project 8*: Menards Site/Napleton

Private Investment Undertaken (See Instructions)	\$ 21,200,000	\$ -	\$ -
Public Investment Undertaken	\$ 11,047,045	\$ 1,000,000	\$ 1,900,000
Ratio of Private/Public Investment	1 34/37		0

Project 9*: United Growth/Panera

Private Investment Undertaken (See Instructions)	\$ 4,250,000		
Public Investment Undertaken	\$ 121,092		
Ratio of Private/Public Investment	35 7/72		0

Project 10*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 11*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 12*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 13*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 14*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 15*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of complete TIF report

SECTION 6

FY 2021

TIF NAME: Rand Road Corridor TIF

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment

project area was designated	Base EAV	Reporting Fiscal Year EAV
2002	\$ 53,566,271	\$ 91,749,435

List all overlapping tax districts in the redevelopment project area.

If overlapping taxing district received a surplus, list the surplus.

Check if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
Cook County (County allocates to Districts)	\$ 2,250,000
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

SECTION 7

Provide information about job creation and retention:

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

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Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

CERTIFICATION BY THE CHIEF EXECUTIVE OFFICER

I, Jim Schwantz, the duly elected Mayor and Chief Executive Officer of the Village of Palatine, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the Village complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning January 1, 2021 and ending December 31, 2021.



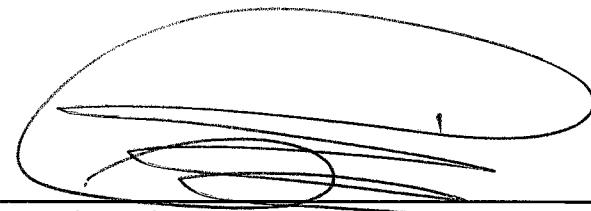
Jim Schwantz
Mayor

May 17, 2022

Date

CERTIFICATION BY THE VILLAGE ATTORNEY

This will confirm that I am the duly appointed Village Attorney of the Village of Palatine, County of Cook, State of Illinois. I have reviewed all information provided to me by the Village of Palatine staff and consultants. I find that the Village has conformed to all the applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder for the fiscal year beginning January 1, 2021 and ending December 31, 2021, to the best of my knowledge and belief.



Patrick Brankin
Village Attorney

May 17, 2022

Date

Activities Undertaken in Furtherance of the Objectives of the Redevelopment Plan

Following the recent completion of The Napleton Automotive Group's relocation of their existing Subaru and Mazda dealerships to the former Menards/Knupper Nursery sites on Rand Road, the remainder of the site is currently being redeveloped as a new Volkswagen dealership. Building and façade renovations are currently underway to the southern portion of the Park Place center in conjunction with U-Haul Self Storage's pending occupancy. The Village has also had ongoing discussions with the shopping center owner regarding a potential tenant to occupy the former Whole Foods tenant space, as well as the development of new multi-tenant commercial buildings/outlots. Belle Tire has received zoning approvals to redevelop the property at 2019 N. Rand Road as a new tire/auto service facility. Children's Land has recently completed construction of a new day care facility on Rand Road (near the intersection with Williams Drive).

ORDINANCE NO. O-65-21

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A
REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PALATINE,
NORTHWESTERN MOTORS HOLDING, INC., AND 1977 RAND LLC FOR THE
PROPERTY AT 1979 N. RAND ROAD**

**Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
on June 21, 2021**

ORDINANCE NO. 0-65-21

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A
REDEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF PALATINE, NORTHWESTERN MOTORS HOLDING, INC., AND 1977 RAND
LLC FOR THE PROPERTY AT 1979 N. RAND ROAD**

WHEREAS, the Village of Palatine by Ordinance Nos. 0-23-03, 0-24-03, 0-25-03 and passed by the Mayor and Village Council on January 27, 2003 established a Tax Increment Financing District, adopted a Tax Increment Redevelopment Plan for Rand Road Corridor, and designated a Redevelopment Project Area; and

WHEREAS, the Mayor and Village Council have on June 21, 2021, considered the proposed Redevelopment Agreement with NORTHWESTERN MOTORS HOLDING, INC. and 1977 RAND LLC for the property at 1979 N. Rand Road and have determined that entering into this Agreement furthers the purposes of the Tax Increment Financing District and the Redevelopment Plan for the Rand Road Corridor TIF District and furthers the public interest; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, acting in the exercise of their home rule power that:

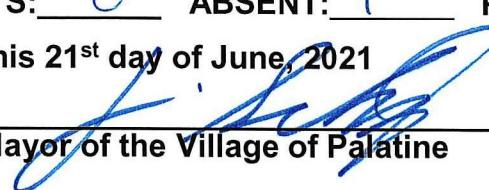
SECTION 1: The Village of Palatine hereby authorizes the Village Manager to execute the Redevelopment Agreement, attached hereto as Exhibit "A", subject to review and approval by the Village Attorney, pursuant to the Tax Increment Financing Act, Section 65 ILCS 5/11-74/4-4(c) and authorizes the Village Manager to execute any other supporting documents to the extent permitted by law.

SECTION 2: This Ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This 21st day of June, 2021

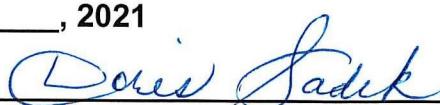
AYES: 5 NAYS: 0 ABSENT: 1 PASS: 0

APPROVED by me this 21st day of June, 2021



Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 21 day of
June, 2021



Village Clerk

THIS REDEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of the 21ST day of JUN8, 2021 ("Agreement Date") by and between the **VILLAGE OF PALATINE, ILLINOIS**, an Illinois municipal home rule corporation, located in Cook County, Illinois (the "Village"), and **NORTHWESTERN MOTORS HOLDING, INC.**, d/b/a Volkswagen of Palatine, an Illinois corporation (the "Car Dealer") and **1977 Rand LLC** (the "Land Owner") . (The Village, Land Owner, and Car Dealer are sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise be in the best interests of the Village; and

WHEREAS, to stimulate and induce redevelopment in the Rand Road Corridor pursuant to the Act, the Village created the Rand Road Corridor TIF District by adopting the following ordinances, after giving all notices required and after conducting the public hearings required by law:

1. Ordinance No. O-23-03, adopted January 27, 2003, titled "Ordinance Approving the Village of Palatine Cook County, Illinois, Rand Road Corridor Area Project Area Development Plan and Project;

2. Ordinance No. O-24-03 adopted January 27, 2003, titled "Ordinance Designating the Village of Palatine, Illinois, Rand Road Corridor Area Tax Increment Redevelopment Project Area" ("Rand Road Corridor Redevelopment Project Area");

3. Ordinance No. O-25-03, adopted January 27, 2003, titled "Ordinance Adopting Tax Increment Financing for the Village of Palatine Rand Road Corridor Area Tax Increment Redevelopment Project Area in the Village of Palatine, Cook County, Illinois"; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, Car Dealer and Land Owner represent and warrant to Village that Car Dealer and Land Owner are able to provide the Project with the reasonably necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project; and

WHEREAS, Land Owner desires to own and Car Dealer desires to redevelop the Property; and

WHEREAS, Car Dealer has filed an application for a planned development amendment to seek approval to construct an automobile dealership as more fully described in Article 2 under the definition of Project (the "Planned Development"); and

WHEREAS, it is necessary for the successful completion of the Project (as defined in Article 2) that the Village enter into this Agreement with Car Dealer and Land Owner to provide for the development of the Property, subject to the Village approval of the required Planned

Development ordinance, thereby implementing and bringing to completion a portion of the Redevelopment Plan; and

WHEREAS, Car Dealer has been and continues to be unwilling and unable to undertake the redevelopment of the Property but for certain tax increment financing ("TIF") incentives from the Village, which the Village is willing to provide under the terms and conditions contained herein; and

WHEREAS, Car Dealer has been and continues to be unwilling and unable to undertake the redevelopment of the Property but for approval of a Class 7(C) tax incentive by Cook County; and

WHEREAS, Car Dealer has provided information to the Village outlining how their current location has become economically obsolete and is no longer a viable location; and

WHEREAS, the Village finds that, based upon a review of said information provided by Car Dealer, the current location of Car Dealer has become economically obsolete and is no longer a viable location for Car Dealer; and

WHEREAS, the Village proposes to finance its share of the costs to be incurred in connection with the Project by utilizing Tax Increment Financing in accordance with the Act, which will serve a public purpose by reducing or eliminating conditions that, in part, qualify the Rand Road Redevelopment Project Area as a blighted area and which are necessary to foster development within the Rand Road Redevelopment Project Area; and

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

Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

WHEREAS, this Agreement has been submitted to the Members and Manager of Land Owner for consideration and review, the Members and Manager of Land Owner have taken all actions required to be taken prior to the execution of this Agreement and obtained all required consents and approvals in order to make the same binding upon Land Owner according to the terms hereof, and any and all action, consents and approvals of the Land Owner Manager and Members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law and the Operating Agreement of Land Owner.

WHEREAS, this Agreement has been submitted to the Directors of Car Dealer for consideration and review, the Directors have taken all actions required to be taken prior to the execution of this Agreement and obtained all required consents and approvals in order to make the same binding upon Car Dealer according to the terms hereof, and any and all action, consents and approvals of the Car Dealer's Directors precedent to the execution of this Agreement have been undertaken and performed in the manner required by law and the By-Laws of Car Dealer.

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

ARTICLE ONE

INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this **Article One**, and constitute findings, representations and agreements of the

Village, Land Owner, and of Car Dealer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO

DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

"Act" means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, *et seq.*

"Agreement" means this Redevelopment Agreement.

"Car Dealer" means NORTHWESTERN MOTORS HOLDING, INC., d/b/a Volkswagen of Palatine, an Illinois corporation, or any successor in interest thereof permitted pursuant to **Section 10.11** hereof.

"Certificate of Completion" means the document to be provided to Car Dealer by the Village, within thirty (30) days after written request from Car Dealer and after Car Dealer has provided all required waiver of liens and sworn statements necessary to comply with the Illinois Mechanics Lien Act or evidence of title insurance coverage over all such liens in favor of Car Dealer or Construction Lender and has complied with all Village codes and with the obligations of this Agreement with respect to the construction of the Project, which document states that Car Dealer has completed and satisfied all construction terms, covenants and conditions contained in this Agreement. The final certificate of occupancy for the Volkswagen dealership building shall be evidence of physical completion of the building.

"Change in Law" means the occurrence, after the Effective Date, of an event described below that materially changes the costs or ability of the Party relying thereon to carry out its

obligations under this Agreement and such event is not caused by the Party relying thereon.

Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; (iii) the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Agreement; or (iv) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency, but shall not include laws, rules, regulations and ordinances of the Village, acting voluntarily and not as a result of a mandate from a higher authority, except to the extent they are generally applicable throughout the Village and do not violate the express terms of this Agreement.

"Closing" means the acquisition of Property by Land Owner.

"Completion Date" means the date in which Car Dealer obtains the Certificate of Completion pursuant to Section 9.7.

"Corporate Authorities" means the Village Mayor and Village Council of the Village of Palatine, Illinois.

"Day" means a calendar day.

"Land Owner" means 1977 Rand LLC, an Illinois limited liability company.

"Final Plans" means the final plans submitted by Car Dealer and approved by the Village during the Planned Development approval process.

"Party" means the Village and/or Car Dealer and/or Land Owner and its successors and/or assigns as permitted herein, as the context requires.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"Preliminary Plans" means the preliminary version of the Final Plans which are attached hereto as **Exhibit "A"**.

"Project" means the development, construction, financing, completion and operation of a Volkswagen dealership building with approximately **15,000** square feet of interior space all in accordance with the Final Plans if approved by the Village in the Planned Development ordinance. The dealership will be a state of the art facility, designed and constructed to be compliant with the Volkswagen Car Manufacturer Facility Standards and Design Guidelines, attached hereto as **Exhibit "B"**.

"Property" means the parcel of land as legally described on **Exhibit "C"**, upon which the Project will be constructed. The Property, most recently utilized as a seasonal greenhouse by Knupper Nursery, consists of approximately 3.2 acres.

"Rand Road Redevelopment Project Area" means the entire Rand Road TIF district created by the Ordinances adopted by the Village in 2003.

"Real Estate Sale Provisions" means those provisions set forth in **Article Fifteen** herein.

"Redevelopment Plan" means the "Redevelopment Plan" for Rand Road as defined in the Village Ordinance No. O-23-03.

"State" means the State of Illinois.

"TIF Ordinances" means Ordinances Nos. O-23-03, O-24-03, and O-25-03 all adopted by the Village on January 27, 2003, as described in the Recitals to this Agreement.

"TIF Eligible Expenses" means eligible expenses as authorized to be reimbursed by the Act.

"Uncontrollable Circumstance" means any event impacting the construction of the Project, which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
 - (i) a Change in Law;
 - (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, nuclear incident, war or naval blockade;
 - (iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, flood, other extraordinary weather conditions or other similar Act of God;
 - (iv) governmental condemnation or taking other than by the Village;
 - (v) strikes or labor disputes;
 - (vi) shortage of materials not attributable to Car Dealer or Land Owner.
- (c) Uncontrollable Circumstance shall not include: (1) economic hardship or impracticability of performance (except as described under Change of Law); (2) commercial or economic frustration of purpose, (except as described under Change of Law); (3) unavailability of materials, strikes or labor disputes directly caused by the acts or omissions of Car Dealer or Land Owner; (4) a failure of performance by a contractor (except as caused by events which are otherwise Uncontrollable Circumstances hereunder, as to such contractor).

"Village" means the Village of Palatine, Illinois, an Illinois municipal corporation.

ARTICLE THREE

CONSTRUCTION

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- (d) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (e) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the terms of this Agreement shall control.
- (f) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- (g) In connection herewith concerning written directions or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the

contrary, such direction or authorization in writing, including by telecopier/facsimile transmission, shall be appropriate and is hereby approved.

(h) The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. Car Dealer and Land Owner are entitled to rely on the full power and authority of the persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.

(i) In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Car Dealer or Land Owner in a different manner, Car Dealer and Land Owner hereby designate Charles M. Weck as their authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Car Dealer and Land Owner and with the effect of binding Car Dealer and Land Owner in that connection (such individual being referred to herein as the "Authorized Car Dealer Representative"). Car Dealer and Land Owner shall have the right to change the Authorized Car Dealer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with **Section 18.2.**

ARTICLE FOUR
IMPLEMENTATION OF PROJECT

The Village, Land Owner, and Car Dealer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement. This Agreement and all of its terms are subject to the Village adopting an ordinance granting Planned Development approval for the Project and, if requested, the Village adopting an ordinance or resolution supporting a Class 7(C) tax incentive. The Car Dealer and Land Owner shall have no rights to develop the Project unless and until the Village adopts an ordinance granting Planned Development approval for the Project.

ARTICLE FIVE
DESIGNATION OF CAR DEALER

The Village hereby designates Car Dealer and Land Owner as the exclusive developers for the Property, subject to the Village adopting a Planned Development ordinance authorizing the construction of the Project in accordance with the Final Plans, subject to Car Dealer's and Land Owner continued compliance with the terms of this Agreement, and only for so long as neither Car Dealer nor Land Owner is in default under this Agreement beyond applicable notice and cure periods. The Village hereby represents and warrants to Car Dealer and Land Owner that the Village has taken all necessary actions and has complied with all requirements imposed by law including, but not limited to, the requirements of Section 5/11-74.4-4 (c) of the Act, required to be taken and met prior to the designation of Car Dealer as the exclusive developer for the Property.

ARTICLE SIX

RESERVED

ARTICLE SEVEN

ACQUISITION OF THE PROPERTY

7.1 **Acquisition of Property by Land Owner**. The Land Owner shall acquire the Property as a condition precedent to the implementation of this Agreement.

ARTICLE EIGHT

VILLAGE COVENANTS AND AGREEMENTS

8.1 **Village's Redevelopment Obligations**. The Village shall have the obligations set forth in this **Article Eight** in connection with the Project. Notwithstanding the obligations of this **Article Eight**, this Agreement shall not constitute a debt of the Village within the meaning of any constitutional statutory provision or limitation.

8.2 **TIF Funding**. This Agreement shall not constitute a debt of the Village within the meaning of any constitutions, statutory provision or limitation. TIF funds shall be disbursed to Car Dealer in accordance with the terms of this Agreement, subject to Car Dealer having spent sufficient TIF Eligible Expenses to justify said amount. The Village shall provide TIF assistance to Car Dealer in an amount not to exceed One Million Dollars (\$1,000,000.00) in cash in reimbursement of TIF Eligible Expenses incurred by Car Dealer for the Project. Subject to Car Dealer Land Owner's compliance with this Agreement and satisfaction of the applicable contingencies contained herein, said payments by the Village to Car Dealer shall be made as follows:

- A. One Hundred and Fifty Thousand Dollars (\$150,000.00) shall be paid upon the completion of demolition and removal of all existing structures;

- B. Two Hundred Thousand Dollars (\$200,000.00) shall be paid upon completion of the exterior shell and core of the automobile dealership, including a frame out of the building's roof;
- C. Two Hundred and Fifty Thousand Dollars (\$250,000.00) shall be paid upon the issuance of the Temporary or Final Certificate of Occupancy for the automobile dealership and the Car Dealer opening for business; and
- D. Up to a total of an additional Four Hundred Thousand Dollars (\$400,000.00) shall be paid on a "pay as you go" basis. The "pay as you go" payments made by the Village to Car Dealer shall be equal to fifty (75%) percent of the annual sales taxes received by the Village from the Project during the preceding year. No later than May 31st of each year, the Village shall reimburse Car Dealer on the basis of seventy five (75%) percent of the sales tax received by the Village in the preceding year, until Car Dealer has received not more than Four Hundred Thousand Dollars (\$400,000.00).

8.3 Agreement to Remain Open and Operating. Car Dealer agrees to keep the Volkswagen automobile dealership open, operating, and selling new automobiles for a period of the earlier of (i) twenty (20) years from the date of issuance of the Final Occupancy Certificate for the dealerships, or (ii) such date that the Village has received incremental property tax revenue generated by the Property sufficient to retire all debt service incurred by the Village for the Project. Except for: (i) instances of involuntary termination by the Volkswagen Franchisors under each respective franchise agreement with Car Dealer by Volkswagen not due to or caused by the actions or inaction of Car Dealer, and which Car Dealer fails to dispute with the respective franchise within a reasonable amount of time; (ii) or if the manufacturer of Volkswagen automobiles permanently ceases the business of producing automobiles; (iii) in the event that

Car Dealer fails to remain open for business in satisfaction of the foregoing requirement of this **Section 8.3**, Car Dealer agrees that it shall not seek to reduce its real estate tax assessment based on vacancy in the building. Notwithstanding the foregoing, Car Dealer will be discharged of its obligations under this **Section 8.3** if it shall replace the Volkswagen dealership with an automobile dealership of substantially equivalent economic stability and sales tax generation (which new dealership shall undertake the covenant to remain open pursuant to an Assumption and Assignment Agreement, as approved by the Village in its reasonable discretion) such that the Village receives the same sales tax return as it would have prospectively received if the Volkswagen dealership was to have remained open and operating, subject to the Village's written approval which shall not be unreasonably withheld.

8.4 Reserved

8.5 Defense of TIF District. In the event that any court or governmental agency, having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement, shall determine that this Agreement is contrary to law, or in the event that the legitimacy of the Rand Road Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will, at its sole cost and expense, defend the integrity of the Rand Road Redevelopment Project Area and this Agreement. Car Dealer and Land Owner will fully cooperate with the Village in connection with the foregoing, including, but not limited to the execution of any and all reasonable documentation, and will be entitled to reimbursement by the Village for TIF Eligible Expenses incurred in connection with such cooperation and approved in writing by the Village prior to such TIF Eligible Expenses being incurred.

8.6 Cooperation with Other Permits. The Village agrees to cooperate with Car Dealer and Land Owner in Car Dealer's and Land Owner's attempts to obtain all necessary approvals and

permits from any governmental or quasi-governmental entity other than the Village. The Village shall promptly process and consider to the extent allowable under applicable law, any reasonable request of Car Dealer or Land Owner for zoning and planned development approvals and for relief or variances from Village Zoning and Subdivision ordinances necessary for the construction of the Project.

8.7 Certificate of Completion. Within thirty (30) days after written request from Car Dealer to the Village, and after Car Dealer has provided to the Village all required, fully executed and approved waivers of liens, sworn statements necessary to comply with the Illinois Mechanics Lien Act, and a date-down endorsement to an owner's policy of title insurance showing no outstanding mechanics' or other liens, and Car Dealer has complied with all Village codes and with the obligations of this Agreement with respect to the completion of construction of the Project, including obtaining final Certificates of Occupancy, the Village shall deliver a Certificate of Completion or, if not complete or satisfied, a written statement of any deficiencies with respect to the completion of construction of the Project. Upon correction of any noted deficiencies, including but not limited to the full payment of the cost for any such correction of deficiencies, within ten (10) days thereafter the Village shall deliver the Certificate of Completion.

8.8 Cash Payment. Based on and subject to Car Dealer incurring TIF Eligible Expenses, and Car Dealer providing proof of payment and paid receipts for said TIF Eligible Expenses, the Village shall reimburse Car Dealer for said TIF Eligible Expenses in an amount not to exceed One Million Dollars (\$1,000,000.00). Said reimbursement amount of TIF Eligible Expenses shall be paid pursuant to **Section 8.2** of this Agreement, subject to the delivery by Car Dealer to the Village of sufficient invoices and documentation that is customarily used in commercial construction projects, and is also determined to be satisfactory by the Village in its commercially reasonable discretion, including, but not limited to paid receipts, cancelled checks, lien waivers and

Contractor Sworn Statements, for each such TIF Eligible Expense, and subject to the condition that Car Dealer and/or the operator of the car dealership facility certify, complete, execute and deliver to the Village an "Authorization to Release Sales Tax Information", upon receipt of the Illinois Business Tax Number for the car dealerships.

8.9 **Agreement to Support Class 7(C) Tax Incentive.** If requested, the Village agrees to cooperate with Land Owner in Land Owner's attempt to obtain all necessary approvals to obtain a Class 7(C) tax incentive from Cook County for the Property. The Village shall provide Land Owner with any and all required documents, including but not limited to a Resolution or Ordinance expressly setting forth the eligibility factors which must be presented to demonstrate that the Property and the Project satisfy those factors.

ARTICLE NINE

CAR DEALER'S AND LAND OWNERS 'S COVENANTS AND AGREEMENTS

9.1 **Car Dealer's and Land Owner's Redevelopment Obligations.** Car Dealer and Land Owner shall have the obligations set forth in this Article Nine for the development, construction, financing, completion and furtherance of the Project.

9.2 **Reserved**

9.3 **Reserved**

9.4 **Reserved**

9.5 **Project Development Budget.** Car Dealer shall submit to the Village the project development line item budget approved by the Car Dealer's construction lender, when available, but not later than ninety (90) days after the Village adopts a final ordinance granting Planned Development approval for the Project. The Car Dealer agrees that the Village will be provided a reasonable opportunity to meet with the construction lender if requested by the Village.

9.6 **Reserved**

9.7 Completion Date

At the time of execution of this Agreement, the Village, Land Owner, and Car Dealer agree that Car Dealer and Land Owner are not in a position to provide a complete Project Development Schedule. Car Dealer and/or Land Owner covenant and agree to construct, or cause to be constructed, the Project on the Property in compliance with the terms of this Agreement on or before December 31, 2022 (the "Completion Date"). In the event Car Dealer and/or Land Owner fail to obtain the Certificate of Completion, pursuant to Section 8.7 above and without an extension thereof by the Village, which shall not be unreasonably withheld, prior to the Completion Date, Car Dealer and/or Land Owner shall be in default under this Agreement and, upon thirty (30) days written notice by the Village to Car Dealer and Land Owner, the Village shall have the remedies as set forth in Section 16.3 hereunder.

9.8 Compliance with Applicable Laws. Land Owner and Car Dealer warrant that they shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall be performed in accordance with good construction practices and shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision, planned development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village as more specifically set forth in **Article Eleven**. Village shall not enact any law, ordinance, rule or regulation (or amendment thereto) which would have the effect of increasing the Land Owner's or Car Dealer's obligations hereunder, including an increase in the cost of the Project.

9.9 No Default. The Land Owner and/or Car Dealer shall not be in default under this Agreement or be in default under any agreement with the Village of Palatine or the Volkswagen of America, Inc. Car Manufacturers including, but not limited to any one or more franchise

agreements with the Volkswagen Car Manufacturers, or any other party in connection with the development of the Property, which default has not been cured after the giving of proper written notice thereunder and all rights to cure have lapsed. Failure to comply with this term renders Land Owner and Car Dealer in default of this Agreement, subject to Land Owner and Car Dealer's right to cure under this Agreement.

9.10 Progress Meetings. Car Dealer shall meet with the Village staff and make presentations, as reasonably requested by the Village and not to exceed four (4) per year, in order to keep the Village apprised of the progress of the development of the Project.

9.11 Authorized Representative. Subject to the provisions thereof, Car Dealer has designated in Article Three a representative with full power and authority to meet with Village staff for purposes of coordinating and implementing obligations of the Parties under this Agreement; provided, however, that all agreements of the Parties shall be in writing and fully authorized by all necessary action of such Parties.

9.12 Real Estate Tax Payments. Land Owner, Car Dealer and successor owners agree to pay all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Project on or prior to the date same is due and said taxes shall not become delinquent or incur any penalties or interest. The Village acknowledges that the Car Dealer or Land Owner may seek a Class 7(C) and the Village supports a Class 7(C) tax incentive. Accordingly the Class 7(C) tax incentive shall not violate this provision.

9.13 Tax Exempt Status. Consistent with its covenant in Section 10.8 Land Owner, Car Dealer and successor owners shall not assert a tax-exempt status during their respective period of ownership. However, the Village acknowledges that the Land Owner may seek a Class 7(C) and the Village supports a Class 7(C) tax incentive. Accordingly the Class 7(C) tax incentive shall not violate this provision. This prohibition shall run with the land and shall expire on the earlier of

the following to occur: (i) date the Rand Road Redevelopment Project Area and the Rand Road TIF District expires; or (ii) any earlier date if such date is mutually agreed by the Village, Land Owner, and Car Dealer.

9.1 Class 7(C) Cook County Tax Incentive. The Village agrees to cooperate with Land Owner in Land Owner's attempt to obtain all necessary approvals to obtain a Class 7(C) tax incentive from Cook County for the Property. The Village shall provide Land Owner with any and all required documents, including by not limited to a Resolution or Ordinance expressly setting forth the eligibility factors which must be presented to demonstrate that the Property and the Project satisfy those factors and that the Property affirmatively satisfy those factors.

9.15 Reserved.

9.16 Fees and Expenses. Car Dealer shall pay when due all Village and other governmental entity-imposed fees, including but not limited to permit, inspection, review, tap-on, and storm water drainage fees that are assessed on a uniform basis throughout the Village and are of a general applicability to all other property in the Village. Said payments shall be made as directed by the applicable Village code or policy.

9.17 Reserved

9.18 Volkswagen Corporate Approvals. Car Dealer has provided to the Village, as a condition precedent to the Village's execution of this Agreement, written evidence from Volkswagen in form and substance reasonably acceptable to the Village that: 1) Volkswagen and any other applicable corporate entity approves the relocation of Car Dealer's dealership to the Property; and 2) Volkswagen's approval was made in reliance upon the representations, disclosures, and commitments made by Northwestern Motors Holding, Inc. such that Car Dealer's present location has become economically obsolete or is no longer a viable location for the dealership, sufficient to allow the Village to make a reasonable finding that the current

location has become economically obsolete or is no longer a viable location for the car dealership. This Agreement and the Village's agreement to reimburse Car Dealer TIF Eligible Expenses is specifically contingent on the continuing truth and validity of such written evidence as required by Section 65 ILCS 5/11-74.4-3(q-11.5) of the Act.

ARTICLE TEN

ADDITIONAL COVENANTS OF CAR DEALER AND LAND OWNER

10.1 Car Dealer Existence. Car Dealer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois Corporation authorized to do business in Illinois, so long as Car Dealer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement. Car Dealer will also do or cause to be done all things necessary to preserve and keep its franchise with Volkswaegn of America, Inc. and any other applicable corporate entity in existense, in good standing and in full force and effect.

10.2 Land Owner Existence. Land Owner will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and good standing as an Illinois limited liability company authorized to do business in Illinois, so long as Land Owner maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement. Land Owner will also do or cause to be done all things necessary to preserve and keep its franchise with Volkswagen of America, Inc. and any other applicable corporate/limited liability company entity in existense, in good standing and in full force and effect.

10.3 Construction of Project. Car Dealer shall diligently pursue obtaining all required permits and Car Dealer shall exercise commercially reasonable efforts to cause construction of the Project on the Property to be prosecuted and completed by December 31, 2022, in good faith and without

delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement. Neither Car Dealer, nor any entity in which Car Dealer has an interest, shall be paid any construction management fee or other fees from the proceeds of the Construction Loan for the Property until issuance of a Temporary or Final Certificate of Occupancy, whichever occurs first, for any part of the Project.

10.4 Indemnification. Land Owner and Car Dealer (use of the term "Land Owner" and "Car Dealer" herein includes permitted successors and assigns), agrees to and does hereby indemnify, defend and hold the Village, Mayor, Village Council Members, Village Manager, officers, agents and employees (hereinafter "Indemnified Parties") harmless from and against any losses costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Indemnified Parties (which shall not include any claim related to the loss of sales tax or incremental property tax revenues), which are caused as a result of:

- a. the failure of Land Owner and/or Car Dealer to comply with any of the terms, covenants or conditions of this Agreement with which Land Owner and/or Car Dealer is obligated to comply; and
- b. the failure of Land Owner and/or Car Dealer or any of Car Dealer's contractors to pay contractors, subcontractors or materialmen in connection with the Project; and
- c. material misrepresentations or omissions of Land Owner and/or Car Dealer relating to the Project, financials, this Agreement and/or the Village Property Contract, which are the result of information supplied or omitted by Land Owner and/or Car Dealer or by its agents, employees, contractors or persons acting under the control or at the request of Land Owner and/or Car Dealer; and

d. the failure of Land Owner and/or Car Dealer to cure any material misrepresentations or omissions of Land Owner and/or Car Dealer in this Agreement relating to the Project within the applicable cure provisions of this Agreement; and

e. any claim or cause of action for injury, loss of life or damage brought by a third party arising out of the negligence of the Car Dealer or Land Owner. The Village shall notify the Car Dealer and Land Owner in writing of any third party complaint regarding the construction/or operation of the Project by Car Dealer as soon as reasonably possible; and

f. any violation or threatened violation by Land Owner and/or Car Dealer of local ordinance, state or federal laws, in connection with the offer and sale of interests in Land Owner and/or Car Dealer or any part of the Project; and

g. the failure of Land Owner and/or Car Dealer to comply with any of the terms, covenants or conditions of its franchise agreement with Volkswagen motor company; and

h. any third-party challenges to this Agreement.

The provisions of this **Section 10.4** shall not apply to any loss which arises out of (in whole or in part) the intentional conduct or negligence on the part of any Indemnified Party providing this information, but only to the extent that such Indemnified Parties' misconduct or misinformation or negligence contributed to the loss, or that the loss is attributable to such Indemnified Parties' misconduct or negligence or misinformation. Nothing herein shall be construed to waive any immunities the Village may assert in response or defense of any such claims.

10.5 Insurance. Car Dealer (or Car Dealer's contractor) shall deliver to the Village, at the Car Dealer's cost and expense, insurance required to be carried by Car Dealer pursuant to **Article Fourteen.** The Village shall be named as an additional insured party on Car Dealer's insurance policies until such time as a Certificate of Completion is issued; provided that, Village hereby

agrees and acknowledges that its rights as an additional insured are subordinate to the priority of the construction lender as a loss payee.

10.6 Further Assistance and Corrective Instruments. The Village, Land Owner and Car Dealer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's sound legal discretion.

10.7 No Gifts. Land Owner and Car Dealer covenant that no officer, member, manager, stockholder, employee or agent of Land Owner or Car Dealer, or any other person connected with Land Owner or Car Dealer, has made, offered or given, either directly or indirectly, to the Mayor, any Council member, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

10.8 Conveyance. In recognition of the nature of the Project and the Village's projections of the need for incremental tax revenues to finance TIF Eligible Expenses, in accordance with the Act, during the life of the TIF consistent with its covenants in **Sections 9.13**, Car Dealer and/or Land Owner shall not undertake to convey the Property to persons whose ownership and use of such Property will cause it to be exempt from payment of property taxes. However, the Village acknowledges that Land Owner is seeking Class 7(C) and the Village supports the Class 7(C) tax incentive. Accordingly, the Class 7(C) tax incentive shall not violate this provision. To facilitate this provision, the Land Owner shall impose in its deed conveying all or any portion of the Property a prohibition against granting such conveyance consistent with the covenants in **Sections 9.13**.

10.9 Disclosure. Concurrently with execution of this Agreement, Land Owner and Car Dealer shall disclose to the Village the names, addresses and ownership interests of all Persons that comprise Land Owner and Car Dealer, including all shareholders of the Car Dealer corporation and all members and their respective percentage interests of the Land Owner's limited liability company. At the time of execution of this Agreement, Land Owner and/or Car Dealer shall not sell, assign, mortgage, pledge or in any manner transfer any interest in the respective corporation or limited liability company, without the Village's prior written consent in each instance. Consent by the Village to any assignment or transfer shall not waive the necessity for consent to any subsequent assignment or transfer. This prohibition shall include a prohibition against any assignment or transfer by operation of law and no change shall be made in the persons or entities owning or controlling Land Owner and/ or Car Dealer or in their reespective ownership interests without the consent of the Village. All changes made in the persons or entities owning or controlling Land Owner and Car Dealer or in their ownership interests shall be disclosed to the Village during the term of this Agreement.

10.10 Open Book Project. Car Dealer's Project shall be an "open book" project meaning that Car Dealer and the general contractor (or contractors, if more than one) will assure continuing reasonable access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project, and as it relates solely to this Project. The foregoing Village review rights shall terminate one (1) year after the issuance of the Final Certificate of Occupancy with respect to costs for the Project, unless Car Dealer has failed to make available any such books and/or records requested in writing by the Village. Car Dealer and Land Owner shall provide to the Village copies of any corporate, partnership, limited liability operating agreements or joint venture agreements pertaining solely to the Property and this Project to which Car Dealer and Land Owner are Parties;

provided that Car Dealer and/or Land Owner may, (if Car Dealer or Land Owner previously provided the Village not less than thirty (30) days to review such confidential financial materials), remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance and the Village shall keep such agreements confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within thirty (30) days after written request by the Village shall be an Event of Default. Car Dealer shall exercise prudence and good faith in attempting to contract with persons or entities who are reputable and experienced in their respective areas for the provision of services or material for the design and construction of the Project at costs not in excess of market rates. The Village agrees that Car Dealer may designate, within its commercially reasonable discretion, the general contractor (or general contractors) for the Project. The general contractor (or general contractors) designated by Car Dealer shall be experienced and reputable as determined by Car Dealer in its sole, but commercially reasonable discretion.

10.11 Assignment of Agreement. This Agreement is not assignable until a Certificate of Completion for the entire Project is issued by the Village. Notwithstanding anything in this **Section 10.11** to the contrary, no part of this **Section 10.11** and **Section 10.12** shall require the Village's consent to the collateral assignment hereof, for security purposes only, to Land Owner's lender or Car Dealer's construction lender or permanent lender, if required thereby, or to a Permitted Transferee. Subsequent to completion of the Project, as evidenced by a Certificate of Completion, Land Owner and Car Dealer shall give notice to Village of any proposed transfer and Village shall have thirty (30) days to accept or reject such assignee and any such proposed transfer, in its sole judgment and discretion.

10.12 No Transfer without Village's Consent. Prior to issuance of a Certificate of Completion for the entire Project, no portion of Land Owner or Car Dealer or the Project shall be transferred

or conveyed (other than to Permitted Transferees). Car Dealer and/or Land Owner shall notify the Village of any transfer of any interest in the Project and/or the Property other than to an Affiliate of Car Dealer. As used herein, an "Affiliate of Car Dealer" shall mean an entity which controls, is controlled by, or is under common control with Car Dealer and which has the same manager, members, partners or shareholders owning in the aggregate, more than fifty percent (50%) of the ownership interests in Car Dealer and the same manager, members, partners or shareholders owning more than fifty percent (50%) of the ownership interests in said Affiliate; and as used herein "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise. The foregoing transfers shall herein be referred to as the "Permitted Transfers" and the transferees shall be referred to as the "Permitted Transferees". Car Dealer shall not be required to obtain Village review, approval or consent to any Permitted Transfer. In the event there is a transfer of Car Dealer and Land Owner's rights and obligations under this Agreement by operation of law or otherwise due to or caused by the default under this Agreement by Car Dealer and/or Land Owner, the Village may negotiate any new terms of security with any successor developer for the Project and may amend this Agreement with such any such new terms, including, but not limited to any new terms of security for the Project with any successor developer for the Project, as the Village deems acceptable, in its commercially reasonable discretion.

ARTICLE ELEVEN

ADHERENCE TO VILLAGE CODES AND ORDINANCES

All development and construction of the Project shall comply in all respects with the provisions in the Building, Plumbing, Mechanical, Electrical, Storm Water Management, Fire

Prevention, Property Maintenance, Zoning and Subdivision Codes of the Village and all other germane codes and ordinances of the Village in effect from time to time, unless otherwise mandated by State law or permissible under a variance or exemption granted to Land Owner or Car Dealer by a governmental body authorized to grant such variance or exemption. Land Owner and Car Dealer have examined and are familiar with and agrees that the development of the Project shall be performed in accordance with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental regulations and land use regulations, codes, ordinances, federal, state and local ordinances affecting the Project or is permissible under a variance or exemption granted to Land Owner or Car Dealer by a governmental body authorized to grant such variance or exemption.

ARTICLE TWELVE

REPRESENTATIONS AND WARRANTIES OF CAR DEALER AND LAND OWNER

Land Owner and Car Dealer represent, warrant and agree as the basis for the undertakings on their respective parts herein contained that as of the date hereof and until completion of the Project:

12.1 Organization and Authorization. Land Owner is an Illinois limited liability company and Car Dealer is an Illinois corporation, both authorized to do business in Illinois and existing in good standing under the laws of the State of Illinois, and both are authorized to and have the power to enter into, and by proper action have been duly authorized to execute, deliver and perform, this Agreement. Land Owner and Car Dealer are solvent, able to pay their debts as they mature and financially able to perform all the terms of this Agreement. To Land Owner and to Car Dealer's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against Land Owner or Car Dealer, respectively, which would materially

and adversely affect the ability of Land Owner or Car Dealer to proceed with the construction and development of the Project.

12.2 Volkswagen Authorization and Approval. Car Dealer is authorized to do business by Volkswagen of America, Inc. at the Property pursuant to Car Dealer's franchise agreement with Volkswagen of America, Inc ("Volkswagen Franchise Agreement"). Car Dealer and Land Owner have the power to enter into, and by proper action have been duly authorized to execute, deliver and perform, this Agreement. Prior to the Village's execution of this Agreement Car Dealer has provided a letter from Volkswagen of America, Inc. in form and substance acceptable to the Village establishing Car Dealer's approval to locate the Volkswagen dealership on the Property. To Car Dealer's actual knowledge, without duty to investigate, there are no actions which are pending or threatened against Car Dealer by Volkswagen of America, Inc. which would materially and adversely affect the ability of Car Dealer to proceed with the construction and development of the Project. Car Dealer and Land Owner hereby represent, warrant and agree that: (i) there exists no breach, default or event of default by Car Dealer and Land Owner under the Franchise Agreement, (ii) Car Dealer and Land Owner have not received any notice of any breach, default or event of default by Car Dealer and Land Owner under the Franchise Agreement; (iii) the Franchise Agreement, continues to be a legal, valid and binding agreement and obligation of Car Dealer and Land Owner; and (iv) Car Dealer and Land Owner have no current offset or defense to the performance or obligations under the Franchise Agreement.

12.3 Non-Conflict or Breach. To the actual knowledge of Land Owner and Car Dealer, neither the execution and delivery of this Agreement by either the Land Owner or Car Dealer, the consummation of the transactions contemplated hereby by Land Owner or Car Dealer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Land Owner or Car Dealer conflict with or result in a breach of any of the terms, conditions or provisions of any

franchise agreement, offerings or disclosure statement made or to be made on behalf of Land Owner or Car Dealer (with Land Owner or Car Dealer's prior written approval), any organizational documents, any restrictions, agreement or instrument to which Land Owner or Car Dealer or any of its partners or venturers is now a party or by which Land Owner or Car Dealer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Land Owner or Car Dealer, any related party or any of its venturers under the terms of any instrument or agreement to which Land Owner or Car Dealer, any related party or any of its partners or venturers is now a party or by which Land Owner or Car Dealer, any related party or any of its venturers is bound, the effect of which would have a material and adverse effect upon the Project.

12.4 Location of Project. The Project will be located entirely within the Property.

12.5 Financial Resources. Land Owner and Car Dealer, respectively, and any Affiliate to which portions of this Agreement are assigned, have sufficient financial and economic resources to implement and complete Land Owner and/or Car Dealer's respective obligations contained in this Agreement.

ARTICLE THIRTEEN

REPRESENTATIONS AND WARRANTIES OF THE VILLAGE.

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

13.1 Organization and Authority. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

13.2 Authorization. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (except with regard to condemnation): (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

13.3 Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Rand Road Redevelopment Project Area in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

13.4 Connections. The Village shall permit the connection to Village utility systems of all water lines, sanitary and storm sewer lines or Village utility lines existing or constructed in the Property or near the perimeter of the Property as set forth on the Final Plans, provided that Land Owner and Car Dealer comply with all requirements of general applicability promulgated by the Village for such connections. Village shall grant utility easements over Village owned land and public rights of way as may be necessary or appropriate to accommodate the utilities shown on the Final Plans.

13.5 Reserved.

13.6 Best Efforts. Village agrees to cooperate with Car Dealer and Land Owner in Car Dealer and Land Owner's efforts to obtain necessary licenses, permits and approvals from other governmental and quasi-governmental bodies for the Project, including, the state and local

Departments of Transportation, Metropolitan Water Reclamation District, state and federal Environmental Protection Agencies, and FEMA.

ARTICLE FOURTEEN

LIABILITY AND RISK INSURANCE.

14.1 Liability Insurance Prior to Completion. On or prior to any construction activities, Car Dealer (or Car Dealer's contractor) or Land Owner shall procure and deliver to the Village, at Car Dealer's (or such contractor's) cost and expense, and shall maintain in full force and effect until each and every obligation of Car Dealer and Land Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and, during any period of construction, contractor's liability insurance and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million Dollars (\$2,000,000.00) each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village, Car Dealer and Land Owner against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project on the Property, or the construction and improvement thereof by Car Dealer. Each such policy shall name the Village as an additional insured, including an additional insured endorsement, and shall contain an affirmative statement by the issuer that it will give written notice to the Village at least thirty (30) days prior to any cancellation or amendment of its policy; provided that, Village hereby agrees and acknowledges that it's rights as an additional insured are subordinate to the priority of the construction lender as a loss payee. Car Dealer may satisfy its insurance obligations in this **Article Fourteen** by way of a blanket policy or policies which satisfy the terms and conditions contained herein, which also includes other liabilities, properties and locations having a general policy aggregate of at least Ten Million Dollars (\$10,000,000.00). Car Dealer shall

provide to the Village a replacement certificate not less than thirty (30) days prior to expiration of any policy.

14.2 Builder's Risk Prior to Completion. Prior to completion of the construction of the Project on the Property, as certified by the Village, Car Dealer and Land Owner shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project (including on-site stored materials), all as to work by Car Dealer on the Project. Such insurance policies shall be issued by companies satisfactory to the Village. All such policies shall contain a provision that the same will not be canceled or modified without prior thirty (30) day written notice to the Village.

ARTICLE FIFTEEN

Reserved

ARTICLE SIXTEEN

EVENTS OF DEFAULT AND REMEDIES.

16.1 Land Owner and Car Dealer Events of Default. The following shall be Events of Default with respect to this Agreement:

a. If any representation made by Land Owner or Car Dealer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Land Owner or Car Dealer, respectively, does not remedy the default within thirty (30) days after written notice from the Village (or such longer period of time provided Land Owner or Car Dealer, as applicable, commences the remedy within such

thirty (30) day period and thereafter diligently pursues completion of the remedy; however such period should not exceed 90 days total).

b. Default by Land Owner or Car Dealer for a period of thirty (30) days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Land Owner or Car Dealer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Land Owner or Car Dealer, respectively, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default; provided further, however, that such additional period will be limited to an additional thirty (30) days in the event that permitting a longer period for cure would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project.

c. Reserved

d. Reserved

e. Default by Land Owner or Car Dealer in the performance or breach of any covenant, warranty, representation, or obligation contained in this Agreement or in its Subaru or Mazda franchise agreements, which is not cured within thirty (30) days (or such longer period permitted for cure under such franchise agreement) after written notice of such breach; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days (or longer period under the franchise agreement) and the Land Owner or Car Dealer, respectively, within said initial period for cure initiates and diligently pursues appropriate measures to remedy the default; provided further, however, that such additional period will be limited to an additional sixty (60) days unless permitting a longer period for cure

would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project.

f. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Land Owner or Car Dealer, respectively, in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Land Owner or Car Dealer, respectively, for any substantial part of its property, and either ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days, or where a plan of reorganization reasonably acceptable to Village is not confirmed within one hundred twenty (120) days after such order or decree.

g. The commencement (i) by Land Owner or Car Dealer, respectively, of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; (ii) by any third party or parties of an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, which is not dismissed within ninety (90) days after filing or with respect to which a plan of reorganization reasonably acceptable to Village has not been confirmed within one hundred twenty (120) days after commencement, or the consent by Land Owner or Car Dealer, respectively, to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Land Owner or Car Dealer, respectively, or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Land Owner or Car Dealer, respectively, generally to pay such entity's

debts as such debts become due or the taking of any action by Land Owner or Car Dealer, respectively, in furtherance of any of the foregoing.

h. Reserved

i. Reserved

j. Sale, assignment, or transfer of the Project in violation of this Agreement.

k. Change in the Land Owner or Car Dealer in violation of this Agreement (other than to Permitted Transferees).

l. Land Owner or Car Dealer abandons the Project or the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than ninety (90) consecutive days for any reason other than Uncontrollable Circumstances.

m. Reserved.

n. Land Owner or Car Dealer, respectively, knowingly fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement and such violation continues for more than thirty (30) days following Land Owner's and Car Dealer's receipt of written notice of such failure (or such longer period of time, provided Land Owner or Car Dealer, as applicable, commences the cure within thirty (30) days and thereafter diligently performs the cure to completion) provided further, however, that such additional period will be limited to an additional sixty (60) days unless permitting a longer period for cure would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project. The maintenance requirement of this provision shall not be covered by and shall survive any Certificate of Completion or Estoppel Certificate of any kind issued during the term of this Agreement.

16.2 Village Events of Default. The following shall be Events of Default with respect to this Agreement:

- a. if any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to Land Owner or Car Dealer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if such breach materially threatens or jeopardizes the value or completion of the Project and the Village does not remedy the default, within thirty (30) days after written notice from Land Owner or Car Dealer respectively;
- b. default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default shall constitute an Event of Default only if such breach materially threatens or jeopardizes the value or completion of the Project and the Village does not initiate within thirty (30) days after written notice from Land Owner or Car Dealer, respectively, and thereafter diligently pursue appropriate measures to remedy the default;
- c. default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Land Owner or Car Dealer, respectively, and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances; or
- d. failure to have funds to meet the Village's obligations.

16.3 Remedies for Default.

- A. Reserved.

- B. In the event Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in each such case, Land Owner, Car Dealer and Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Land Owner, Car Dealer and the Village shall continue as though no such proceedings had been taken.
- C. Except as set forth above, in the case of an Event of Default by Land Owner or Car Dealer under this Agreement, the Village has any and all remedies at law or in equity, including, but not limited to, the right to seek reimbursement of any TIF Funding made pursuant to this Agreement and, the Village shall be relieved of its obligations under this Agreement, including but not limited to its obligations to accord Car Dealer "exclusive" developer status as set forth in **Article Five**.

16.4 Agreement to Pay Attorneys' Fees and Expenses. In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing party shall pay, on demand, the prevailing party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. The Village's duty to pay shall be subject to the Illinois Local Government Prompt Payment Act.

16.5 No Waiver by Delay or Otherwise. Any delay by either 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 neither party should be deprived of or limited in

the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

16.6 Rights and Remedies Cumulative. Except as set forth above, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

ARTICLE SEVENTEEN

EQUAL EMPLOYMENT OPPORTUNITY

17.1 No Discrimination. Land Owner and Car Dealer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, Land Owner and Car Dealer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Land Owner and Car Dealer agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this nondiscrimination clause.

17.2 **Advertisements.** Land Owner and Car Dealer will, in all solicitations or advertisements for employees placed by or on behalf of Land Owner and/or Car Dealer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

17.3 **Contractors.** Any contracts made by Land Owner and/or Car Dealer with any general contractor, agent, employee, independent contractor or any other Person in connection with Project shall contain language similar to that recited in **Sections 17.1 and 17.2** above.

ARTICLE EIGHTEEN

MISCELLANEOUS PROVISIONS.

18.1 **Cancellation.** In the event prior to Closing, Land Owner, Car Dealer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Car Dealer's duty to build the Project, by any Uncontrollable Circumstance, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and agreements or rights and privileges of Land Owner, Car Dealer or the Village, or if the Village is unsuccessful in any eminent domain or Quick Take Condemnation proceedings initiated pursuant to this Agreement, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole or in part (with respect to that portion of the Project materially affected) by giving written notice thereof to the other prior to Closing. If the Village terminates this Agreement pursuant to this **Section 18.1**, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements.

18.2 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) overnight courier, or (c) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village:	Village of Palatine 200 E Wood Street Palatine, IL 60067 Attn: Village Clerk
With a copy to:	Village of Palatine 200 E Wood Street Palatine, IL 60067 Attn: Village Manager
With a copy to:	Schain, Banks, Kenny & Schwartz, Ltd. 70 W. Madison Street, Suite 2300 Chicago, IL 60602 Attn: Patrick Brankin
If to Land Owner or Car Dealer:	Charles M. Weck 909 E. Chicago Street Elgin, Illinois 60120
With a copy to:	James J. Roche & Associates 642 N. Dearborn St. Chicago, Illinois 60654 Attn: Megan S. Roche (312) 335-0044 mroche@jjroche.net

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with

the overnight courier, and any notices, demands or requests sent pursuant to clause (c) shall be deemed received forty-eight (48) hours following deposit in the mail.

18.3 Time of the Essence. Time is of the essence of this Agreement.

18.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

18.5 Recordation of Agreement. The Parties agree to record this Agreement in the Recorder's Office of Cook County.

18.6 Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.7 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

18.8 Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract and a full integration of the Agreement between the Village, Land Owner and Car Dealer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village, Land Owner and Car Dealer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

18.9 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village, Land Owner and Car Dealer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village, Land Owner or Car Dealer, nor shall any provision give any third parties any rights of subrogation or

action over or against either the Village, Land Owner or Car Dealer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

18.10 Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

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

18.12 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns; provided, however, that, except as provided in **Section 10.11** and **Section 10.12** hereof, neither Land Owner nor Car Dealer may assign its rights under this Agreement without the express written approval of the Village. Notwithstanding anything herein to the contrary, the Village may not delegate its obligation hereunder or except as provided herein, transfer any interest in the Village Property without the express written approval of Land Owner and Car Dealer.

18.13 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

18.14 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor, Village Council member, Village Manager, any official, officer, partner, member, director, agent, employee or attorney of the Village, Car Dealer, or Land Owner, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village, Land Owner or Car Dealer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

18.15 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

18.16 Term. This Agreement shall remain in full force and effect for twenty-three (23) years from the date the Rand Road Redevelopment Project Area was created, unless the Redevelopment Plan with respect to the Project is extended or until termination of the Rand Road Redevelopment Project Area or until otherwise terminated pursuant to the terms of this Agreement.

18.17 Estoppel Certificates. Each of the parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party.

18.18 **Municipal Limitations.** All municipal commitments are limited to the extent required by law.

18.19 **Compliance with All Applicable Laws.** Land Owner and Car Dealer agree that the Project shall comply with any and all applicable Federal and State Laws, including but not limited to the Illinois TIF Act

18.20 **Performance Days.** Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Except as otherwise set forth herein, all references herein to "days" shall mean calendar days.

ARTICLE NINETEEN

EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Village ordinance authorizing the execution and adoption of this Agreement. Land Owner and Car Dealer shall execute this Agreement not later than twenty-one (21) days after Village Council authorization of execution of this Agreement or else this Agreement will be deemed void.

ARTICLE TWENTY

DISCLOSURE

20.01 Disclosure Of Interests. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the Car Dealer and Land Owner or their authorized corporate official or managing agent shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in the Property, and every shareholder or member entitled to receive more than seven and one-half percent (7.5%) of the total distributable income of any corporation or limited liability company after having obtained title to the Property, or, alternatively, if any corporation's stock is publicly traded, a sworn affidavit by an officer of the Car Dealer and Land Owner or their

managing agent that there is no readily known individual who shall obtain a greater than seven and one-half percent (7.5%) interest, real or personal, in the Property after the transaction contemplated by this Agreement is consummated. The sworn affidavit, attached hereto as Exhibit D and made a part of this Agreement, shall be signed by the Car Dealer and Land Owner or their managing agent. Said affidavit shall be updated, as necessary, prior to the closings of the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF PALATINE, an Illinois
municipal corporation

By: R. J. O'H
Its: Village Manager

ATTEST:

By: Doreen K. Judd
Its: Village Clerk Deputy

CAR DEALER:

NORTHWESTERN MOTORS HOLDING, INC.,
an Illinois corporation

By: CMW
Name: CHARLES M. WEC
Its: PRESIDENT

LAND OWNER:

1977 Rand LLC, an Illinois limited liability
company

By: CMW
Name: CHARLES M. WEC
Its: MANAGING MEMBER

STATE OF ILLINOIS)
COUNTY OF Cook)
) SS

I, Kristin A. Larese, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Charles M. Wreck of Northwestern Motors Holding, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as said President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of July, 2021.

Kuster & LaRue
Notary Public

Notary Public

My commission expires Feb 11, 2024

STATE OF ILLINOIS)
COUNTY OF Cook) SS



I, Kristin A LaRusso, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Charles M Wreck of 1977 Rand LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as said Managing Member and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this July day of July, 2021.

Koster A. Laffosse

My commission expires 1-01-2024

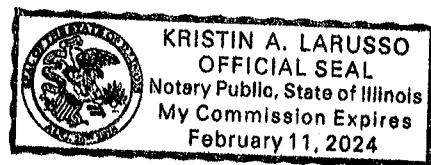


EXHIBIT A PRELIMINARY PLANS

EXHIBIT B CAR MANUFACTURER FACILITY STANDARDS

EXHIBIT C LEGAL DESCRIPTION OF PROPERTY

EXHIBIT D DISCLOSURE AFFIDAVIT

Exhibit "A"

PROJECT:



NAPLETON VOLKSWAGEN
1979 N Rand Rd
Palatine, IL

CONTRACTOR:



500 Lake Cook Road,
Suite 350 Deerfield,
IL 60015

Tel: 847-271-3844
design@simon-con.com

MECH/PLUMB:

May 12, 2021 - 300 Review

Site Plan

A0.50

LEGEND

	NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET
	EXISTING STREET LIGHT
	PARKING LOT POLES
	ELECTRIC VEHICLE CHARGING
	STONE PAVERS (PV-2)
	STAMPED CONCRETE OR ASPHALT (SEE FINISH MATERIALS SCHEDULE)
	CONCRETE (UNFINISHED UNLESS OTHERWISE NOTED)
	CRUSHED GRAVEL
	FIELD TURF (FT-1) OR KENTUCKY BLUEGRASS

KEYED NOTES

FUTURE ELECTRIC VEHICLE CHARGING STATION. 1" UNDERGROUND CONDUIT. SEE ELEC. PANEL SCHEDULE FOR LOAD CAPACITY.

1. FUTURE ELECTRIC VEHICLE CHARGING STATION. 1" UNDERGROUND CONDUIT. SEE ELEC. PANEL SCHEDULE FOR LOAD CAPACITY.
2. 6" HIGH CONCRETE CURB.
3. PROPERTY LINE.
4. PROVIDE BEMMED SIDEWALK FOR ACCESSIBLE ENTRY.
5. LANDSCAPED AREA.
6. POINT SIGN OR DIRECTIONAL SIGN, ACTUAL LOCATIONS TO BE COORDINATED WITH SIGN SUPPLIER.
7. TRASH ENCLOSURE
8. UTILITY TRANSFORMER

ARCHITECT:

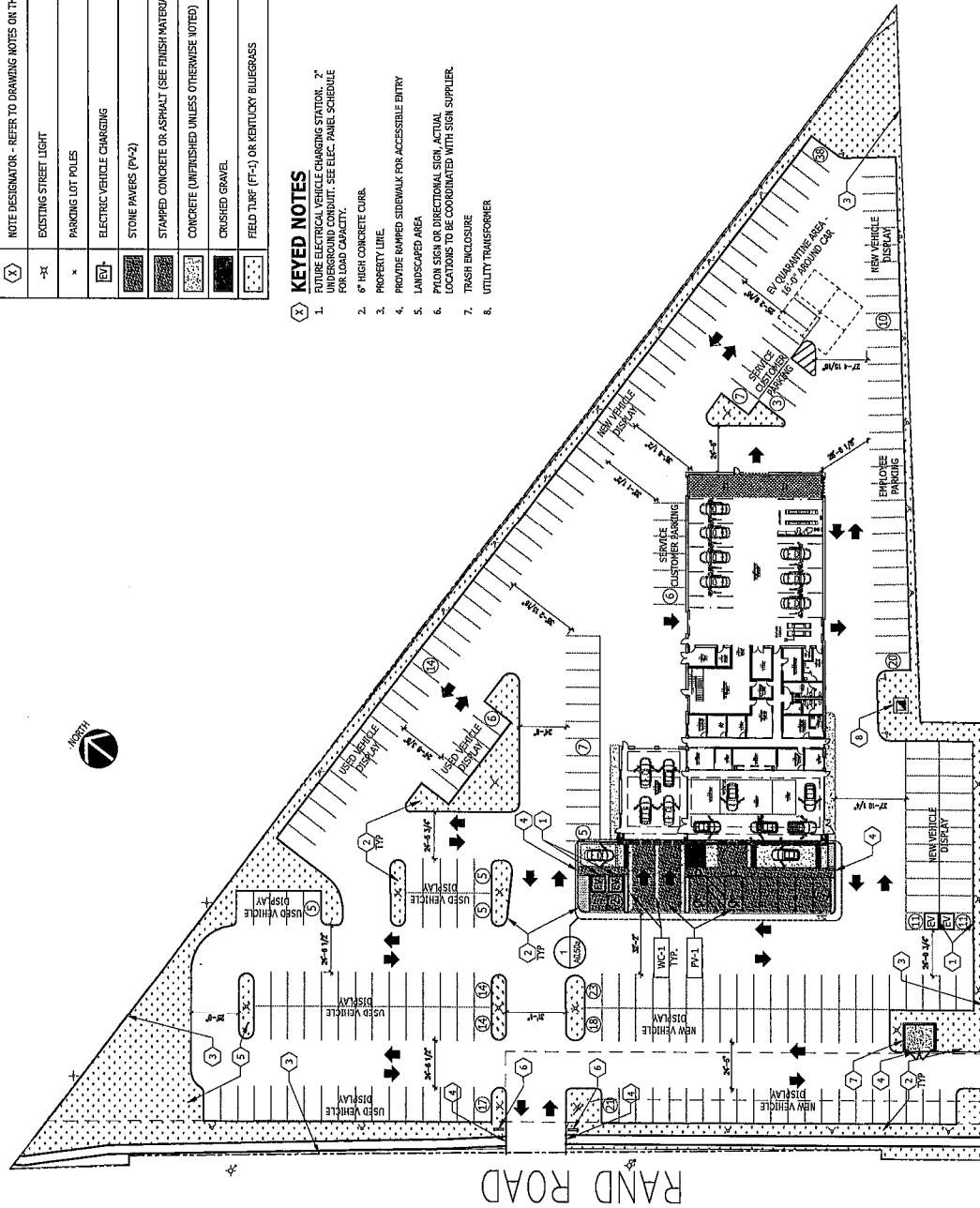


500 Lake Cook Road,
Suite 350 Deerfield,
IL 60015

Tel: 847-271-3844
design@simon-con.com

STRUCTURAL:

May 12, 2021 - 300 Review



SITE PLAN
SCALE: 1" = 30'-0"

1



NAPLETON VOLKSWAGEN
1979 N Rand Rd
Palatine, IL

CONTRACTOR:

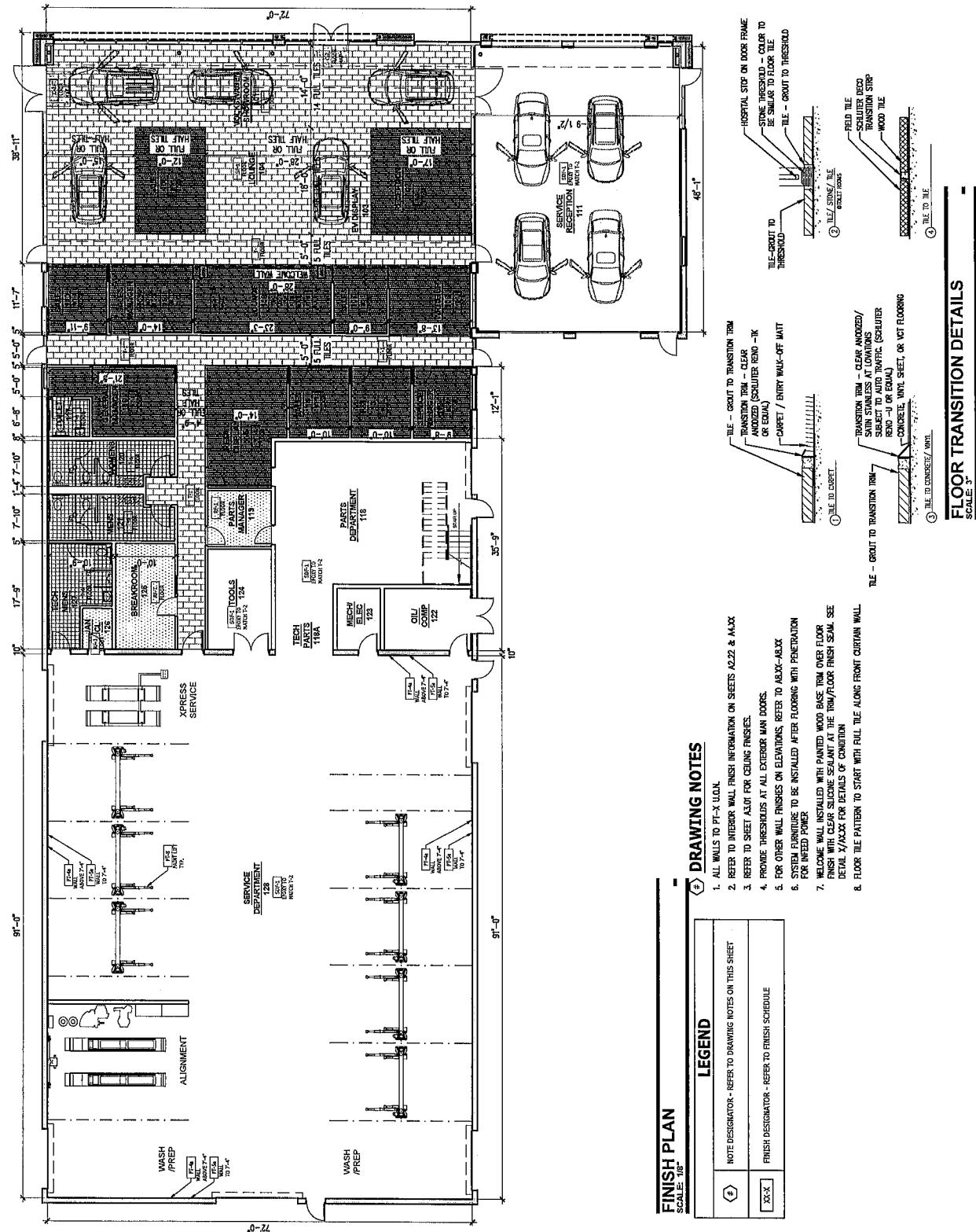
ARCHITECT:

designation—arch.com

MECH /PLUMB:

FINISH PLAN

A.2.21



DRAWING NOTES

DRAWING NOTES

1. ALL WALLS TO PT-X UGL.

2. REFER TO INTERIOR WALL FINISH INFORMATION ON SHEETS A22 & MAXX

3. REFER TO SHEET A301 FOR CEILING FINISHES.

4. PROVIDE THREASHEDS AT ALL EXTERIOR HAN DOORS.

5. PT-X FOR OTHER WALL FINISHES ON ELEVATIONS, REFER TO A30X-A30X

6. SYSTEM FURNITURE TO BE INSTALLED AFTER FLOORING WITH PENETRATION FOR INFIELD POWER

7. WOODEN BASE TRIM OVER FLOOR FINISH WITH CLEAR SILICONE SEALANT AT THE TRANSFLOOR FINISH SEAM. SEE A30X-A30X

8. FLOOR TILES PATTERN TO START WITH FULL TILES ALONG FRONT CURTAIN WALL

111

LEGEND	
	NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET
	FINISH DESIGNATOR - REFER TO FINISH SCHEDULE



NAPLETON VOLKSWAGEN
1979 N Rand Rd
Palatine, IL

CONTRACTOR:

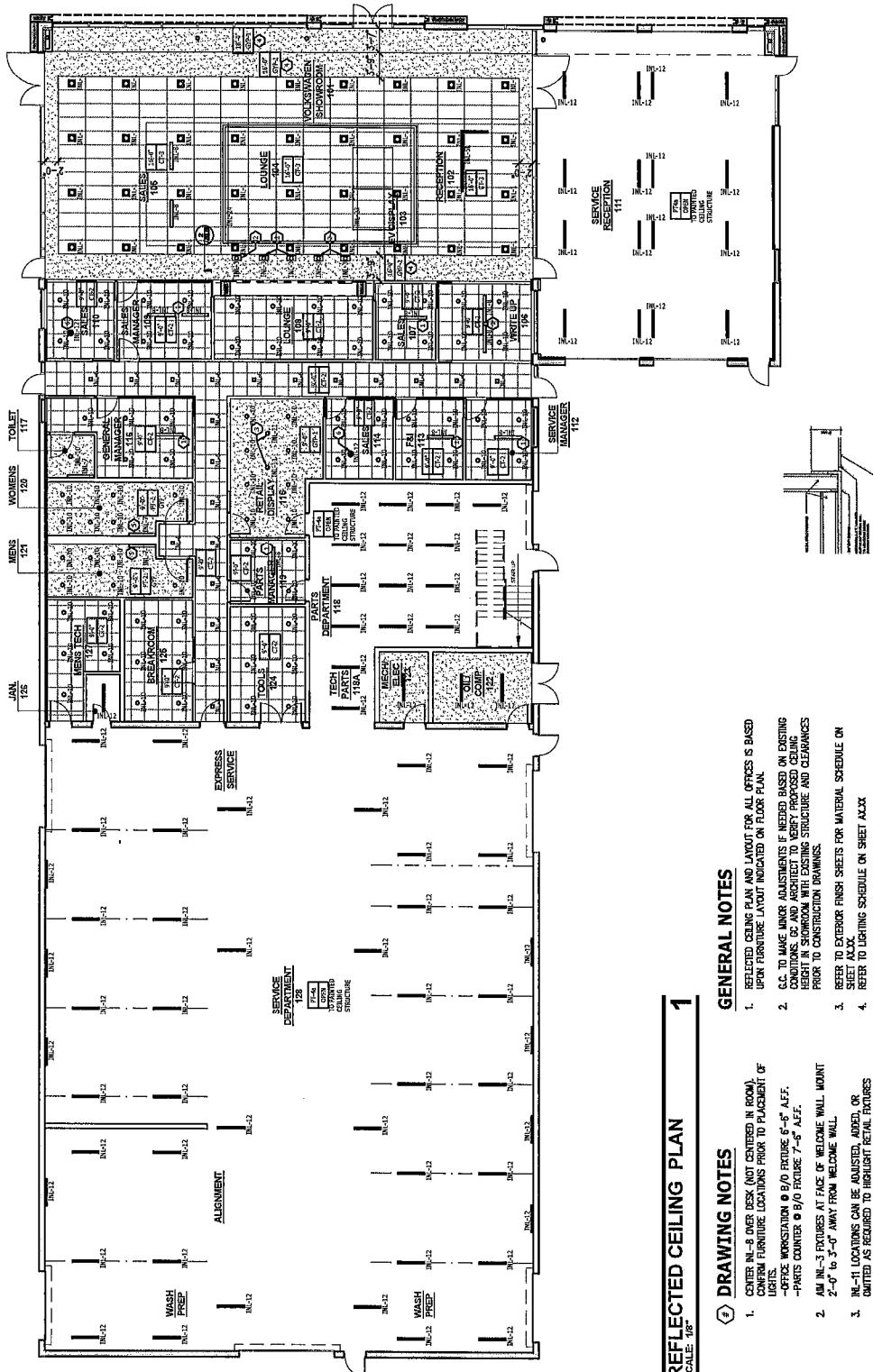
ARCHITECT:

design@elmon-arch.com

MECH/PLUMB:

REFLECTED
CEILING PLAN

130



REFLECTED CEILING PLAN 1

GENERAL NOTES

REFLECTED CEILING PLAN AND LAYOUT FOR ALL OFFICES IS BASED UPON FURNITURE LAYOUT INDICATED ON FLOOR PLAN.

G.C. TO MAKE MINOR ADJUSTMENTS AS NEEDED BASED ON DUSTING CONDITIONS, AND TO ADJUST TO VERIFY PROPOSED CEILING HEIGHT IN ROOMS WITH EXISTING STRUCTURE, AND CLEARANCES PRIOR TO CONSTRUCTION DRAWINGS.

BEER TO EXTERIOR FINISH SHEETS FOR MATERIAL SCHEDULE ON SHEET X-XX.

REFER TO LIGHTING SCHEDULE ON SHEET A-XX.

CEILING GRID CENTERED IN ROOM LUGN, ALL LIGHTS CENTERED IN CEILING GRID.

DRAWING NOTES

1. CENTER IN-L-12 OVER DESK (NOT CENTERED IN ROOM). CONTRA FURNITURE LOCATIONS PRIOR TO PLACEMENT OF LIGHTS. -OFFICE FURNITURE 8" B/O FUTURE 6'-5" A.F.F.; -PARTS CENTERER 8" B/O FUTURE 7'-0" A.F.F.
2. AM IN-L-5 FURNITURES AT FACE OF WELCOME WALL. MOUNT 2'-0" TO 2'-5" AWAY FROM WELCOME WALL.
3. IN-11 LOCATIONS CAN BE ADDED, ADDED, OR CHANGED AS NEEDED TO HIGHLIGHT FESTAL EXHIBITS FROM CENTERED PLACED PLAN LOCATIONS. INM AT WALL GRAPHIC.
4. DRYWALL SCREWS
5. CENTER LIGHT BETWEEN T/0 MIRRORS AND CEILING IN. IN-L-12 AND IN-L-12 TO BE MOUNTED 14'-0" A.F.F. MIN.

CEILING REVEAL DETAIL
SCALE: N.T.S.

1

2

1

FY 2021

Attachment F

Village of Palatine Rand Road Corridor TIF

PROJECT:



NAPLETON VOLKSWAGEN
1975 N Rand Rd
Palatine, IL

CONTRACTOR:

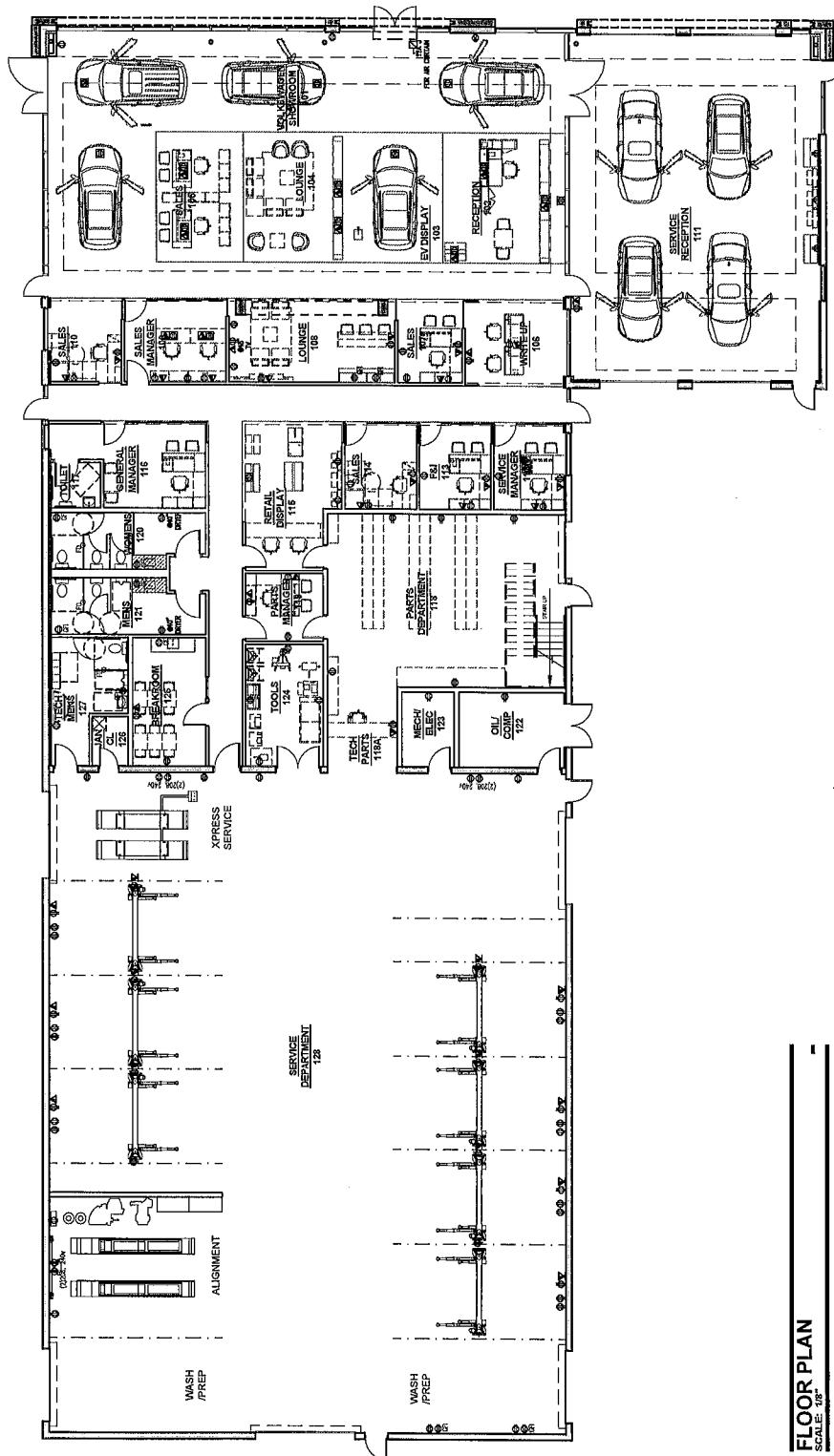
ARCHITECT:
SI MON
DESIGN GROUP, LLC
Architectural Services
500 Lake Cook Road,
Suite 350 Deerfield, IL
60015
Tel: 847-277-3814
design@simonarch.com

STRUCTURAL:

MECH / PLUMB:

FLOOR PLAN

A2.01



FLOOR PLAN
SCALE: 1/8"

KEYED NOTES

1. ACH-1 & ENTRY FRAME W/ ILLUMINATION TROUGH AT INTERIOR PERIMETER, & CLEAR INSULATED GLAZING SYSTEM, VM LOGO, BOTH SIDES.
2. DEALER NAME PLATE W/ BACK-OUT LETTERS BY WMA SIGN VENDOR. SEE AXX.
3. CLEAR ANOD. ALUM. CURTAIN WALL (W-1) W/ CLEAR GLAZING (GL-1)
4. ROUND COLUMN REQUIRED CENTERLINE TO ALIGN WITH CURTAINWALL MULLION CENTERLINE. PAINT PT-56.
5. ACH-1 EXTERIOR HIGHLIGHT FRAME W/ ILLUMINATION TROUGH AT INTERIOR PERIMETER, & CLEAR INSULATED GLAZING SYSTEM W/SSG INTERMEDIATE MULLIONS.
6. NEW CAR DELIVERY CANOPY. REFER TO SHEET AXX FOR DETAILS.
7. ALL EXPOSED COLUMNS IN SHOWROOM AREA TO BE WRAPPED TIGHT TO COLUMN WITH GTP. SID. ENCLOSURE, PAINTED PT-56.
8. ACH-1 & SERVICE FRAME W/ILLUMINATION THROUGH AT INTERIOR PERIMETER

DRAWING NOTES

- REF A02.02 FOR GENERAL FLOOR PLAN NOTES
- A. FOR DIMENSIONS, REFER TO A02.02
- B. SEE SHEETS A2.22 & A2.2X FOR MATERIAL SCHEDULES.
- C. SEE A02.02-A10XX FOR FIXTURE SCHEDULES.
- D. SEE A02.02-A10XX FOR FIXTURE SCHEDULES.
- E. ALL VEHICLES IN SHOWROOM TO HAVE FLUSH FLOOR-MOUNTED POWER SUPPLY BELOW ENGINE COMPARTMENT.
- F. SEE DETAILS ON SHEET AXX FOR FLOOR REARRESTORS.
- G. PROVIDE ROUND COLUMNS AT FRONT PACKAGE Z COLUMN AS REQ'D. TO ALIGN WITH MULLION WIDE CONDITIONS ALLOW.
- H. L.

SITE IMPROVEMENT PLANS for **DEALERSHIP**

1979 N. RAND ROAD
PALATINE, ILLINOIS
PROJECT NO:8524.04

RCHITECT **MON DESIGN GROUP**
100 LAKE COOK ROAD, SUITE 350
EERFIELD, IL 60015

OWNER STEVE NAPLETON AUTOMOTIVE GROUP
100 WEST GOLF ROAD
CHAUMBURG, IL 60195

**CALL J.J.U.I.E. 1-800-892-0123
WITH THE FOLLOWING:
DUNTY COOK**

**ITY, TOWNSHIP, _____
PALATINE, T2N, R10E
SE 1/4, SEC. 2
REC. & V. NO. _____
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS**

CIVIL PLAN INDEX

SHEET DESCRIPTION		SHEET #		SHEET NAME	
L.D.		1	C1	COVER SHEET	
PHOTOMETRIC		2	GN	TYPOGRAPHICAL SECTIONS AND GREEN	
EASING CONDITIONS PLAN		3	ET	EASING CONDITIONS PLAN	
DEMOLITION PLAN		4	DEMO	DEMOLITION PLAN	
GEOMETRIC PLAN		5	GM	GEOMETRIC PLAN	
GRADING PLAN		6	GR	GRADING PLAN	
UTILITY PLAN		7	UT	UTILITY PLAN	
SOIL EROSION AND SEDIMENT		8-10	SE-10	SOIL EROSION AND SEDIMENT	
SPECIFICATIONS		11	SI	SPECIFICATIONS	
DETAILS		12-14	DI-03	DETAILS	
LANDSCAPE PLAN		GENERAL LANDSCAPE PLAN			
L1.1					

1.1.1 OVERALL LANDSCAPE PLAN

111

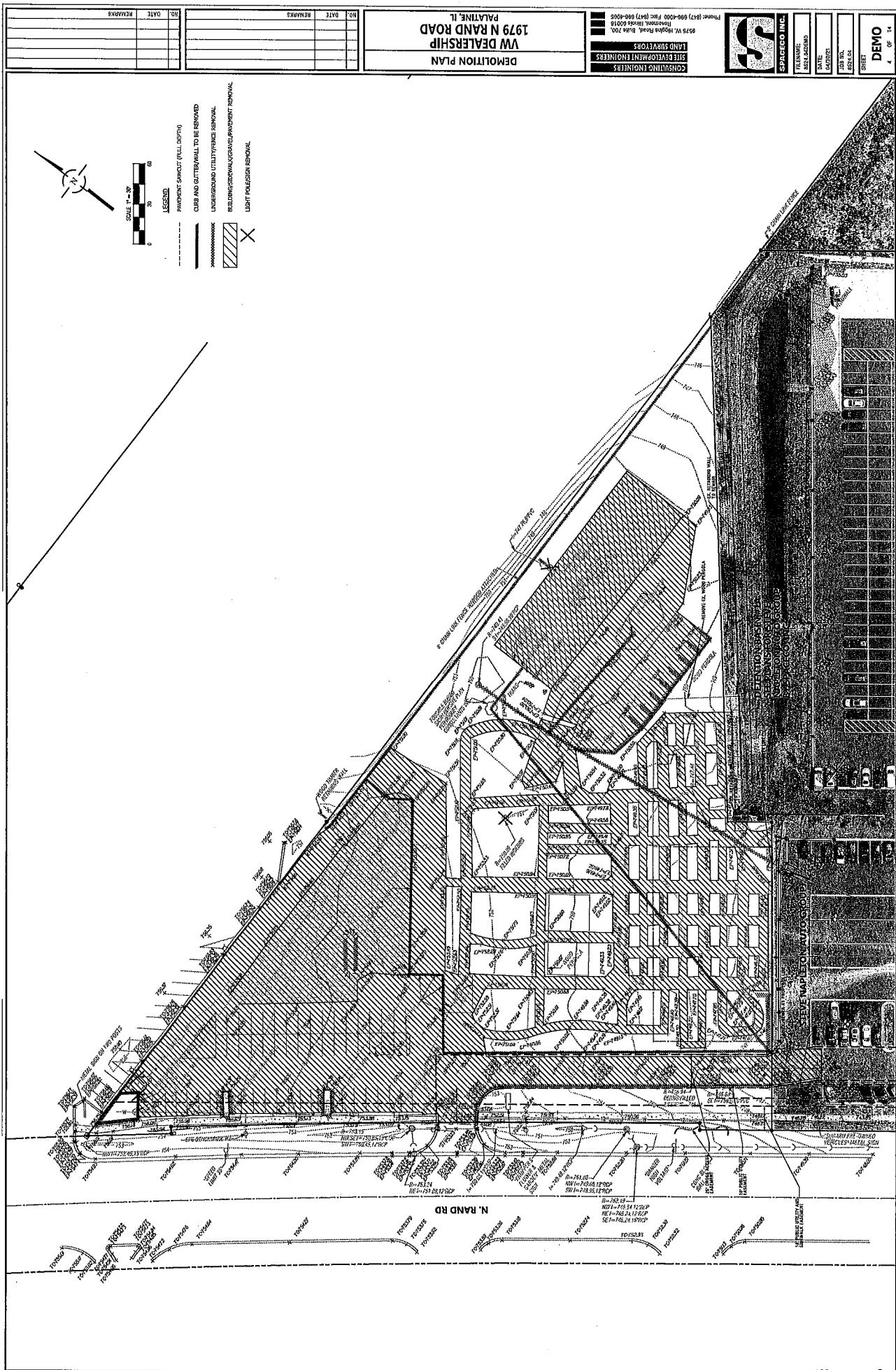
BENCHMARK	SEE SHEET ET FOR BENCHMARK INFORMATION
ELEVATION:	DESCRIPTION:

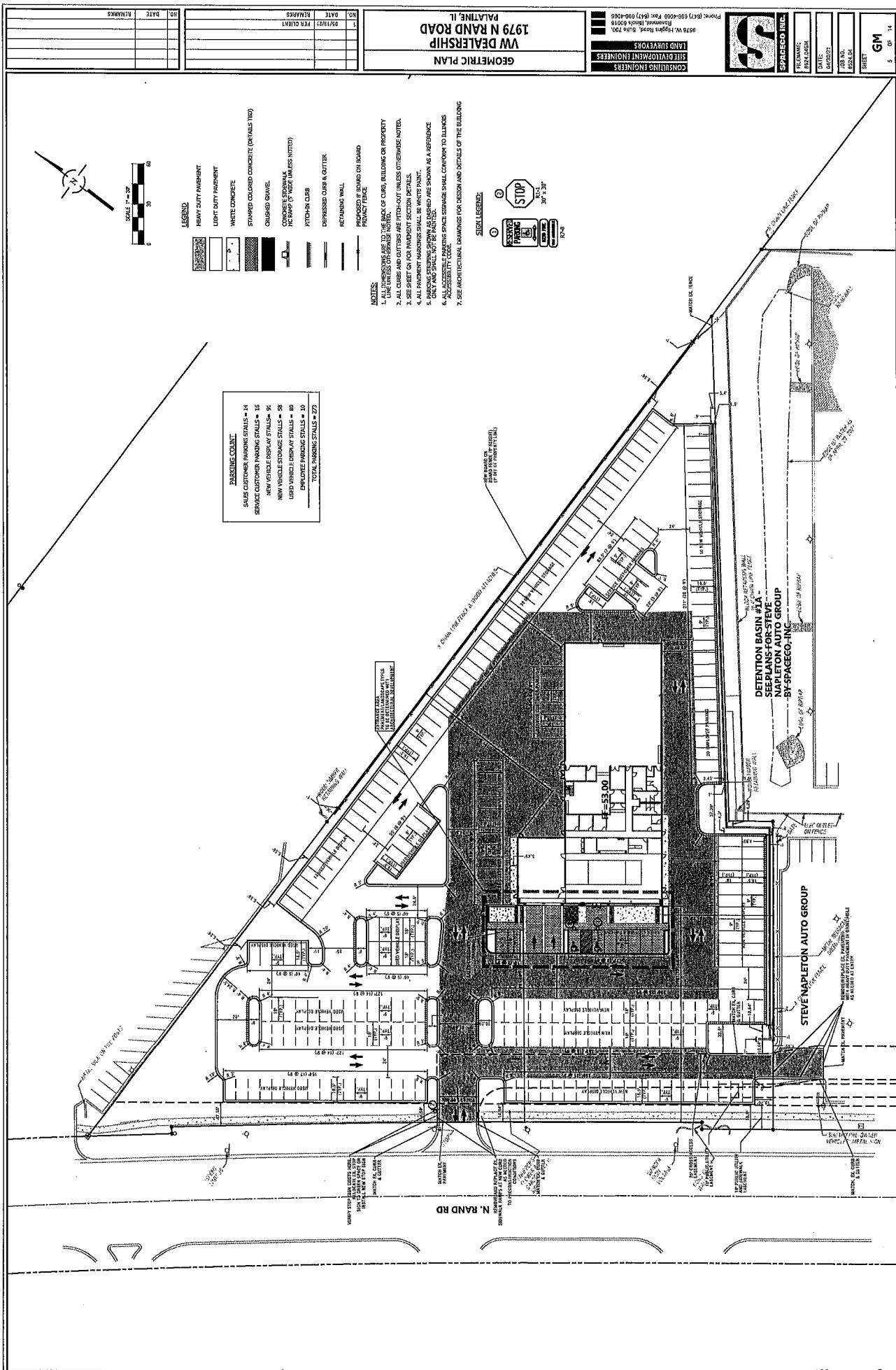
LOCATION MAP

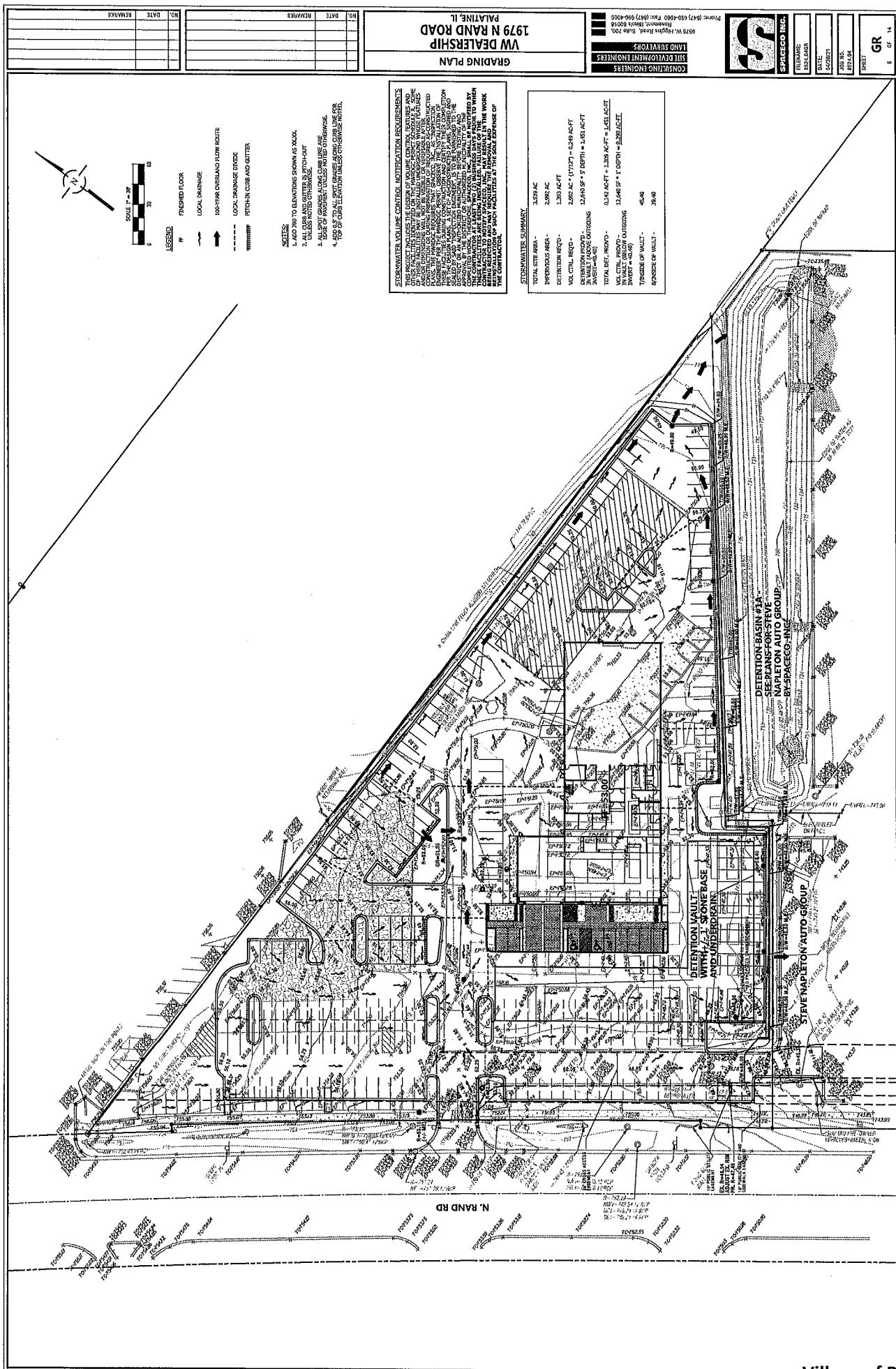


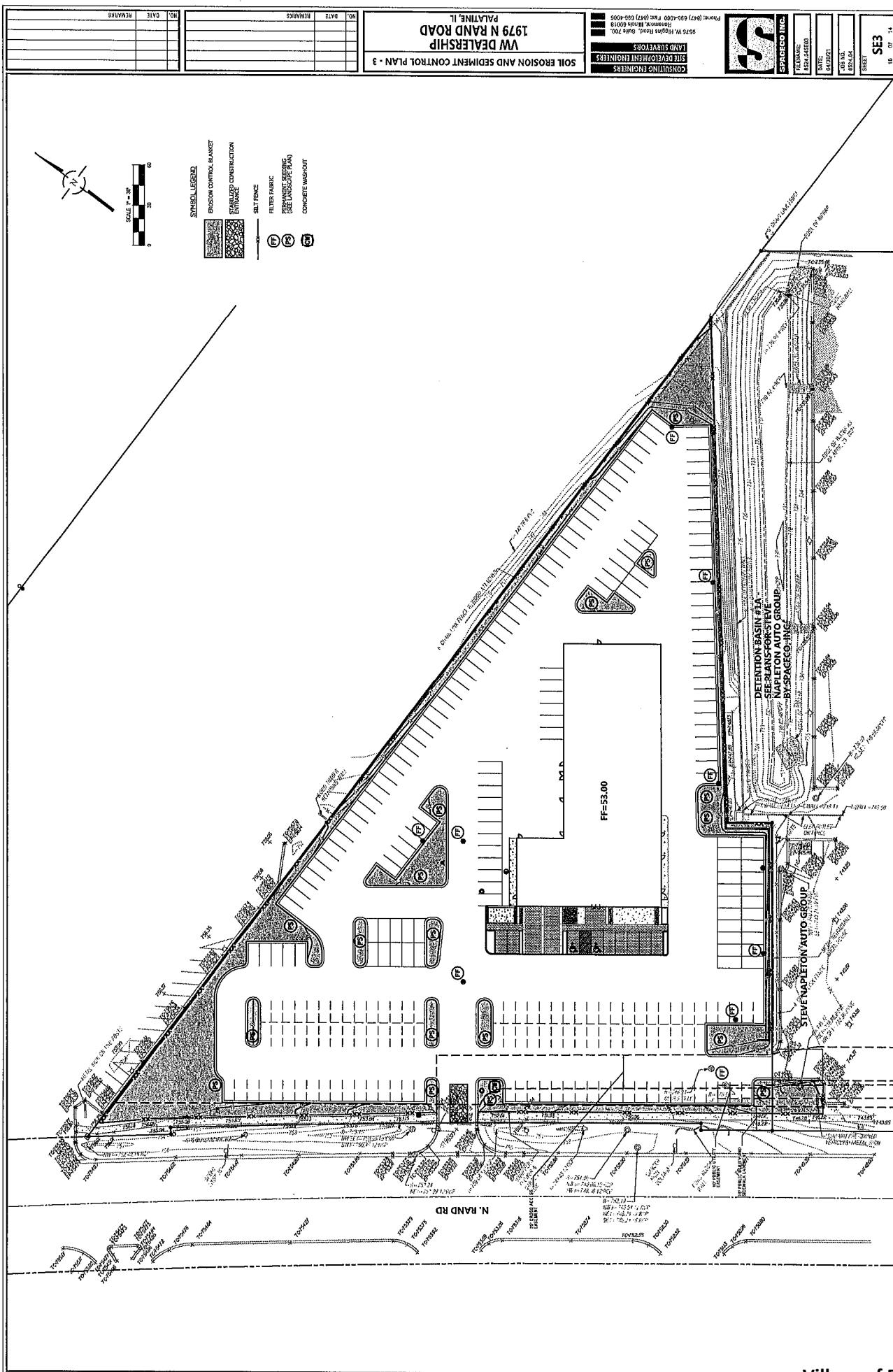
NOTE: SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

A detailed site plan for the Steven Rappton Auto Group facility. The plan shows a large rectangular building with a hatched pattern, labeled "STEVEN RAPPTON AUTO GROUP" in large, bold, black letters. To the right of this building is a smaller, dark, irregularly shaped area labeled "SUBARU MAZDA". In the lower-left corner of the main building, there is a small, dark, rectangular area labeled "N. RAND RD". The plan includes a north arrow in the top right corner and a scale bar labeled "1/4 MILE" in the bottom right corner. A dashed line labeled "SITE" is shown in the bottom-left corner, indicating the footprint of the facility.

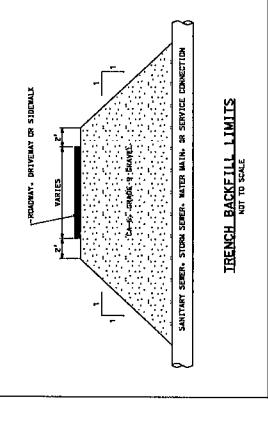


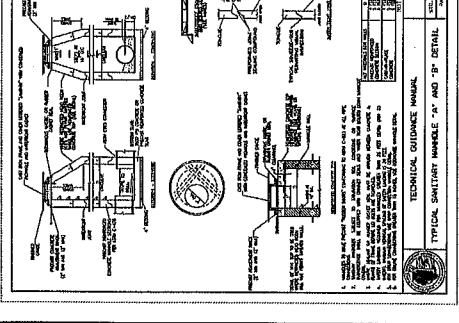






UNDERGROUND STORM VAULT DETAILS TO GO HERE





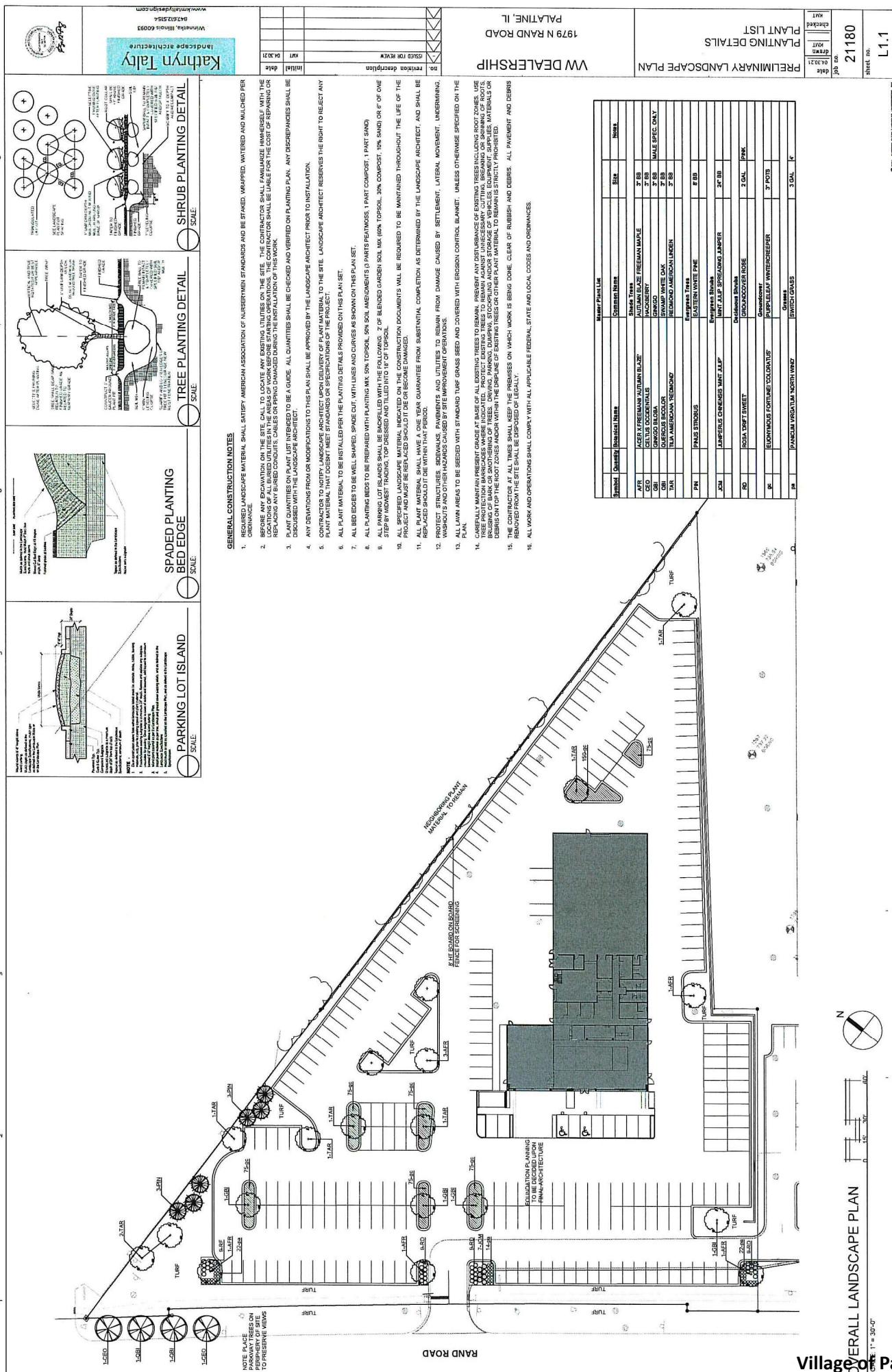
197 N RAND ROAD
DEALERSHIP
197 N RAND ROAD
MALATINE, IL

CONTRACTING ENGINEERS
STRUCTURAL/MECHANICAL ENGINEERS
LAND SURVEYORS

Printed (6/17) 888-4400 Fax (6/17) 888-4400
895 W. Higgins Road, Suite 2000, Chicago, IL 60616
Job No. 8224 24

SPACIFICO INC.
TELEPHONE:
FAX:
E-MAIL:
DATE:
JOB NO.:

UNDERGROUND STORM VAULT DETAILS TO GO HERE



Attachment E

Exhibit “B”

Introduction

Overview

The Dealership is where customers experience the Brand and its personality: Volkswagen has made a worldwide commitment to enhancing the Brand Experience through the implementation of the Volkswagen White Frame facility design.

The new architecture and showroom concept centers on the creation of an inviting and friendly environment unique to Volkswagen. Its versatile design allows for site-specific modifications while maintaining a globally consistent identity for the Brand. This Volkswagen Dealer Facility Supplement illustrates the global White Frame design, adapted to meet our market requirements, and also contains the design's architectural and merchandising guidelines.

In addition, you will find facility guidelines that are designed to enhance the customer experience for non-White Frame facilities.



Purpose & Disclaimer

The Volkswagen Dealer Facility Supplement has been created as a resource for AE Region Teams and Dealers to utilize in achieving Volkswagen Brand Standards and for identifying the different types of Volkswagen facilities and their respective requirements, in both White Frame or non-White Frame environments. The Supplement also serves as a reference guide illustrating the design concept for the Volkswagen White Frame in North America: a dealership environment that addresses site, architecture, signage, showroom, fixtures, furniture, and finishes. This supplement is not intended for use in developing a specific design for your dealership. Please refer to the detailed process guide in section of this supplement for information on the process for completing a White Frame facility.

The White Frame Design encompasses a system of flexible architectural and graphic components that accommodate a variety of building types. Site-specific conditions may require modification of the standard design intent to maintain architectural and graphic consistency with the Volkswagen White Frame. The design criteria documents present an overview of the design and provide reference drawings for the planning of the various building types and the placement of branding elements. Each branding element is designed so that all components operate together.

Design

In creating the new concept, Volkswagen has designed a flexible system that takes into account a wide variety of requirements and offers an almost infinite number of combinations. The new concept enables a variety of structures to be presented in a manner that fits the brand. It can be used for any type of dealership building.

Building

The building elements (building frame, entry and dealer frames) are suitable for every building size. The entry and dealer frames can be installed with flexibility depending on the location of the entrances and exits. This enables any building to be turned into a Volkswagen building.

Space
The modules in the showroom can be adapted to specific circumstances at the dealership. They can be moved and arranged according to the layout of the site, the space available and the specific needs of the dealership. The vehicles, parts and lifestyle areas are interlinked and laid out in a way that is both customer friendly and practical for the dealer.

Version
2020.1



These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

Web Resource

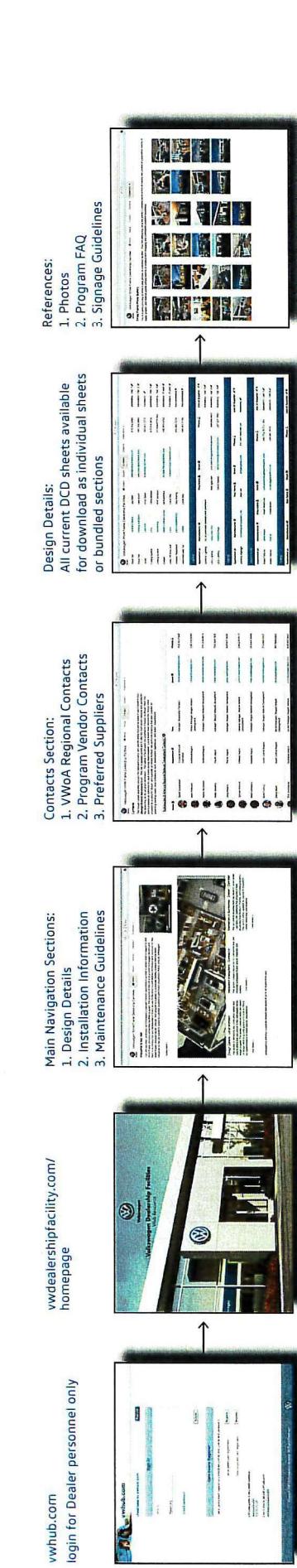
This website resource has been developed by Volkswagen Corporate Network Operations to provide a greater level of support to the White Frame (Modular) dealership facilities program. The purpose of this site is to provide Volkswagen dealers and their local construction and implementation teams access to the most current detailed information and resources for the White Frame (Modular) facility concept. This program is a global CI (corporate identity) initiative that has been enhanced for the US market to deliver a customer experience and brand presentation that is uniquely Volkswagen.

The **Design Details** of the program are under constant review and evaluation to provide the best possible value and options for our Dealer network. Because of this constant evolution, our design details are often updated. This website will always be the location to get the latest and greatest drawing and specification sheets for your project.

It is recognized that this DCB book only takes the guidelines to a certain level. We understand that additional support may be required to assist local teams with further information. This site also provides a greater level of detail for **Installation** related topics to make sure the program details are executed properly. **Maintenance & Cleaning** related topics are also included to assist with post occupancy activities.

A frequently asked questions section (**FAQ**) allows Dealers to post additional questions as needed. Other sections of interest on the site include the following:

- Hours of Operation Signage Templates
- Temporary Signage Banner templates and guidelines
- Photo library of built facilities
- Program Overview
- Promotional Video explaining the U.S. Whiteframe program



Whiteframe Standard Details

Web Resource for Dealership Facilities

Issue: Design Criteria Document
Date: 01/17/17
Version: 2020.1

Volkswagen

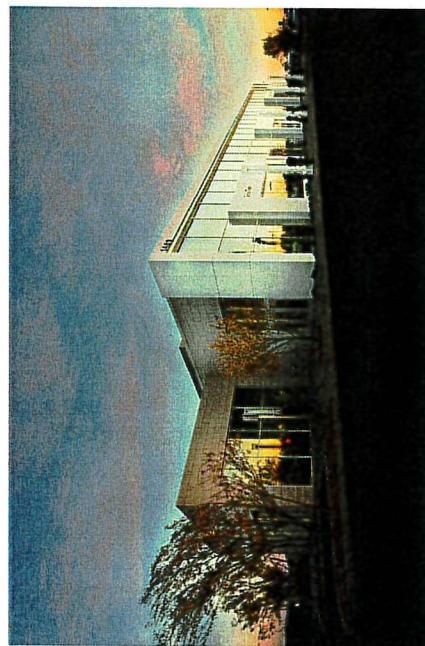
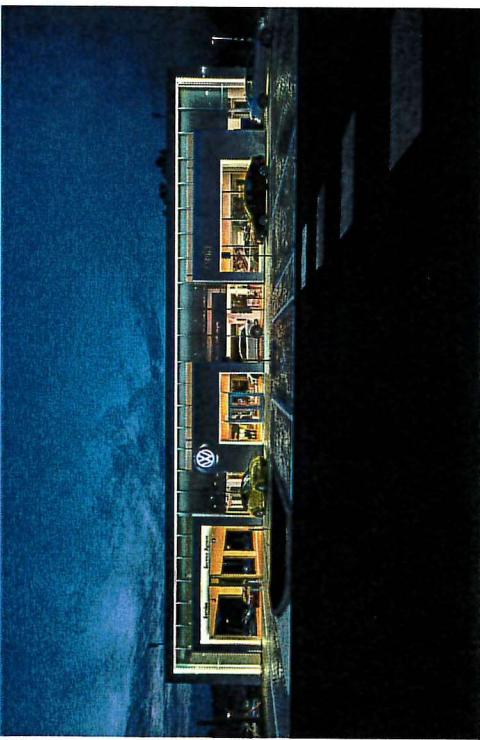
Version 2020.1

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.



Program Overview *Planning, Zoning, Building, Fire, Police, and Emergency Services* *Planning, Zoning, Building, Fire, Police, and Emergency Services*

Village of Palatine
Rand Road Corridor TIF



Whiteframe Standard Details

Prototype Exterior Images

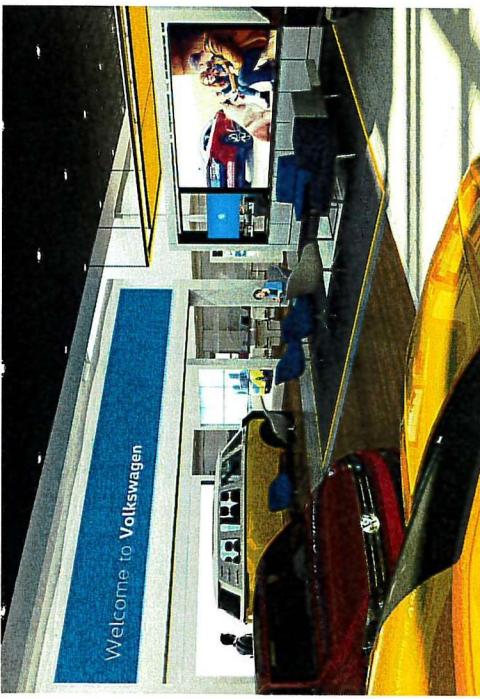
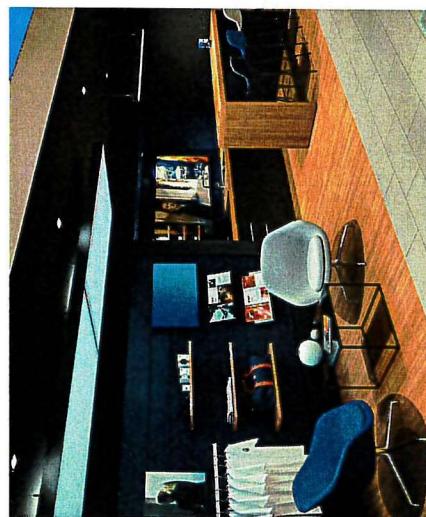
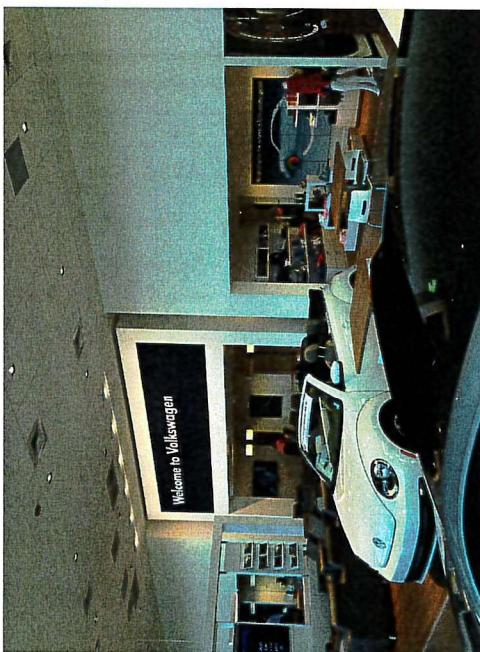
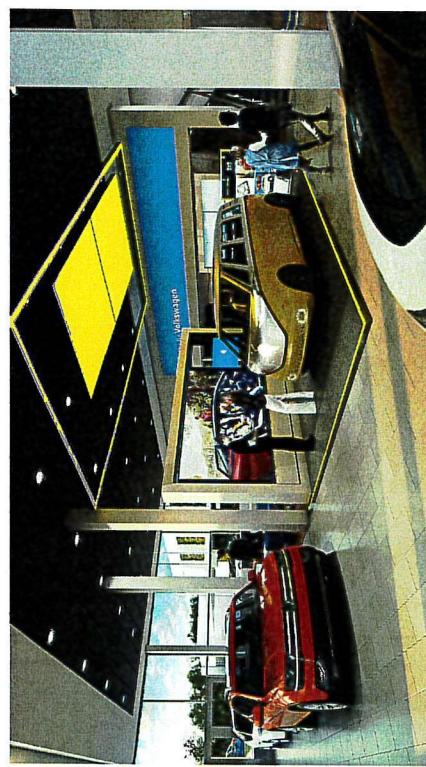
Z0.1

Date 03/15/2020
Issue
Design Criteria Document

EVIEW360
O

Version 2020.1

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These drawings are not suited or intended for construction or fabrication.



Whiteframe Standard Details

Prototype Interior Images

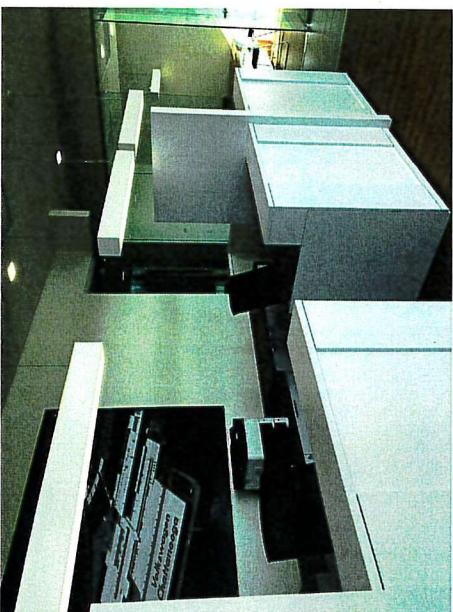
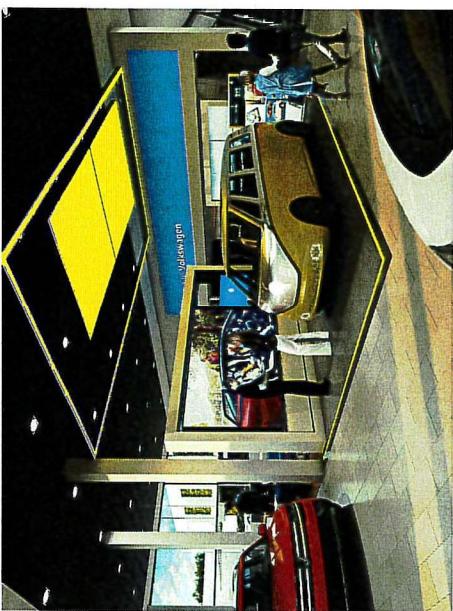
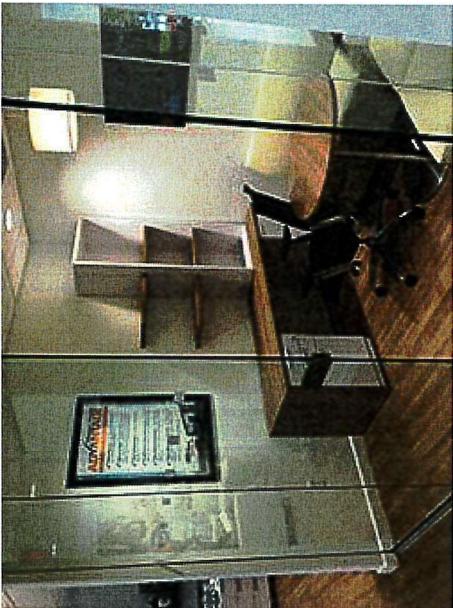
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Date
03/15/2020
Issue
Design Criteria Document

EVIEW360

Version
2020.1

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Whiteframe Standard Details

Prototype Interior Images

20.3

Issue
03/15/2020
Design Criteria Document

EV/EVW360

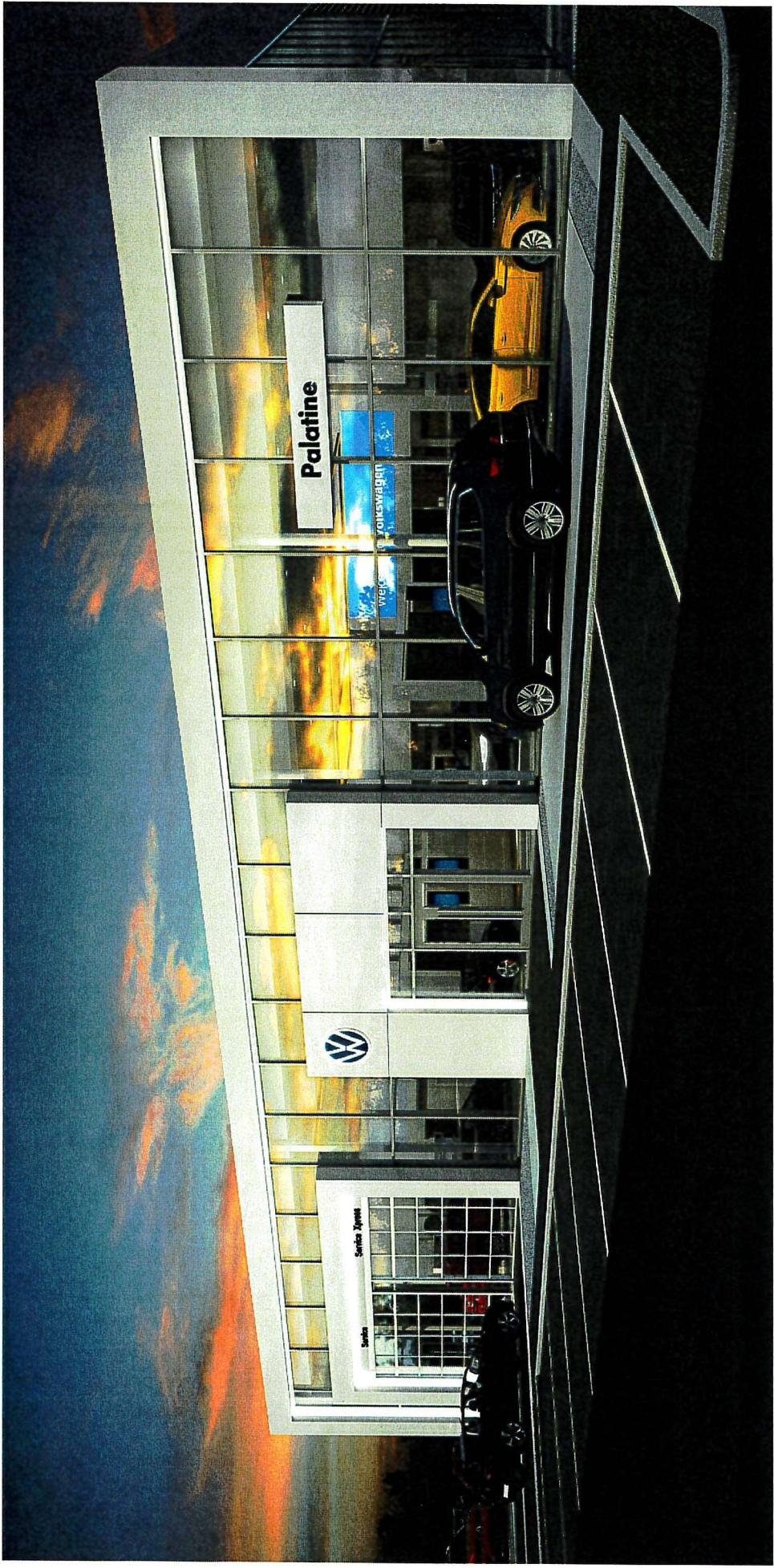
Version
2020.1

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.



Program Overview **Architecture Materials Fixtures/Furniture Graphics Appendix: Details**

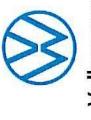
Village of Palatine
Rand Road Corridor TIF



Palatine Volkswagen

Exterior Rendering

Village of Palatine
Rand Road Corridor TIF



Volkswagen

DCD Version:
2020.01

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

City/State: Palatine, IL
Project #: 18-1060
Drawn by: PJB

Issue: EVIEVV360

Date: 02/25/2021
Design Criteria Document: R1.0



Palatine Volkswagen Interior Rendering

R2.0

Date
02/25/2021

City/State:
Palatine, IL
18-1060

Issue
EVIEW360

Design Criteria Document
Project # :
Drawn by :
PJB

Volkswagen
DCB Version:
2020.01

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

Static Graphic Locations

- A. Sales Office Graphics - Type 1
- B. Sales Office Graphics - large Format (optional) - Type 2
- C. Back Side of Video Array - Type 4, Size 1
- D. Brand Topic - Type 4, Size 2
- E. Service Write-Up Graphic - Type 4, Size 1, (Portrait)
- F. Feature Vehicle Graphic Display - Type 4, Size 3
- G. New Car Destination Image - Type 4, Size 3
- H. Brand Display - Customer Lounge - Type 4, Size 1
- I. Back Side of Media Stand - Type 3



Graphic Types

Type 1 - (4' x 4') Canvas



Type 2 - Wallpaper applied graphic
(fit to size)

Type 3 - Graphic mounted on gator board,
applied to fixture with velcro tabs

Type 4 - Magna-mount frame system

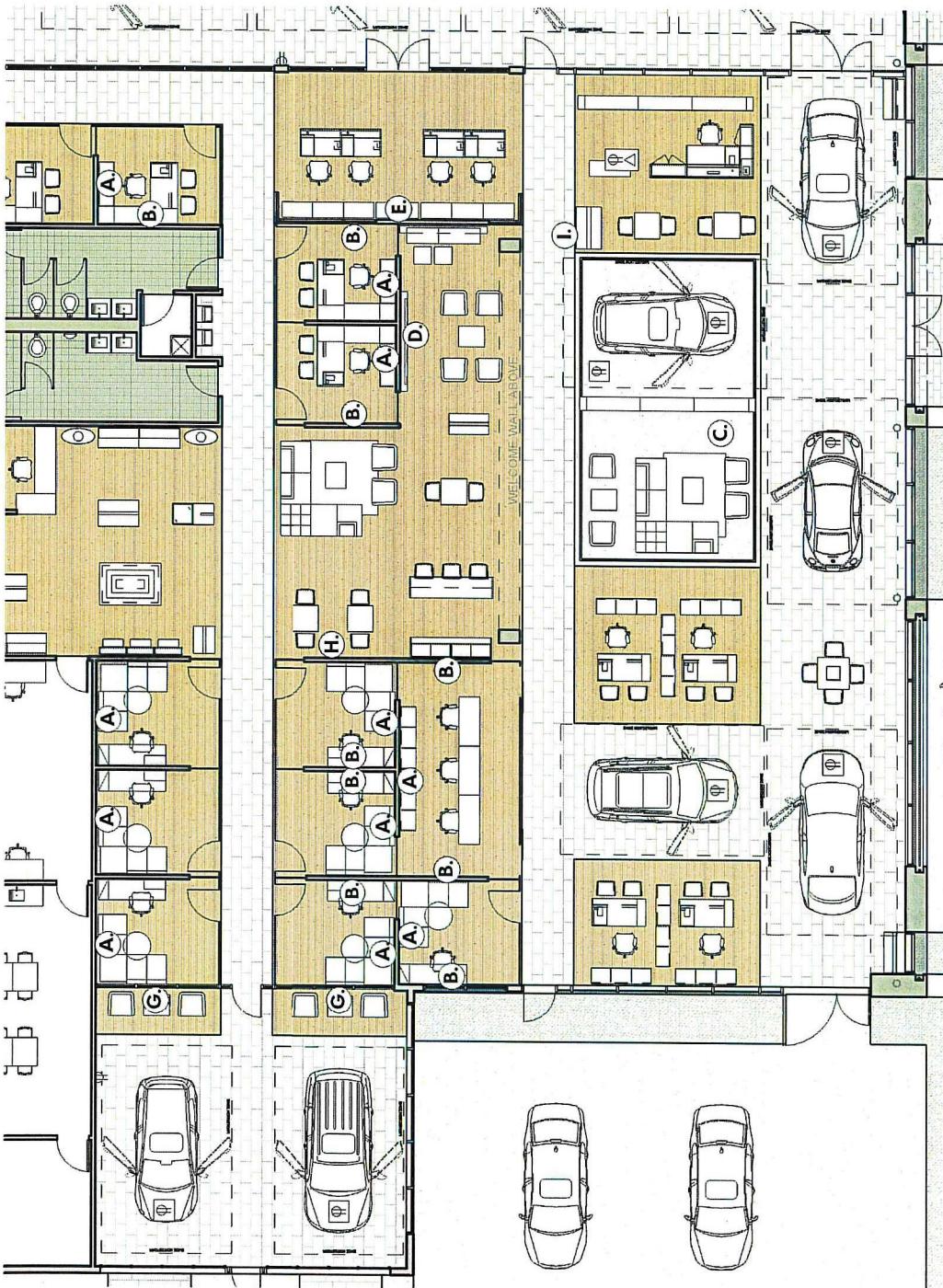
Size 1 - 4' x 6'
(Landscape / Portrait)

Size 2 - 6' x 8'

Size 3 - 6' x 10'



Version
2020.1



Whiteframe Standard Details

Static Graphic Content

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

Version
2020.1

EVIEVW360

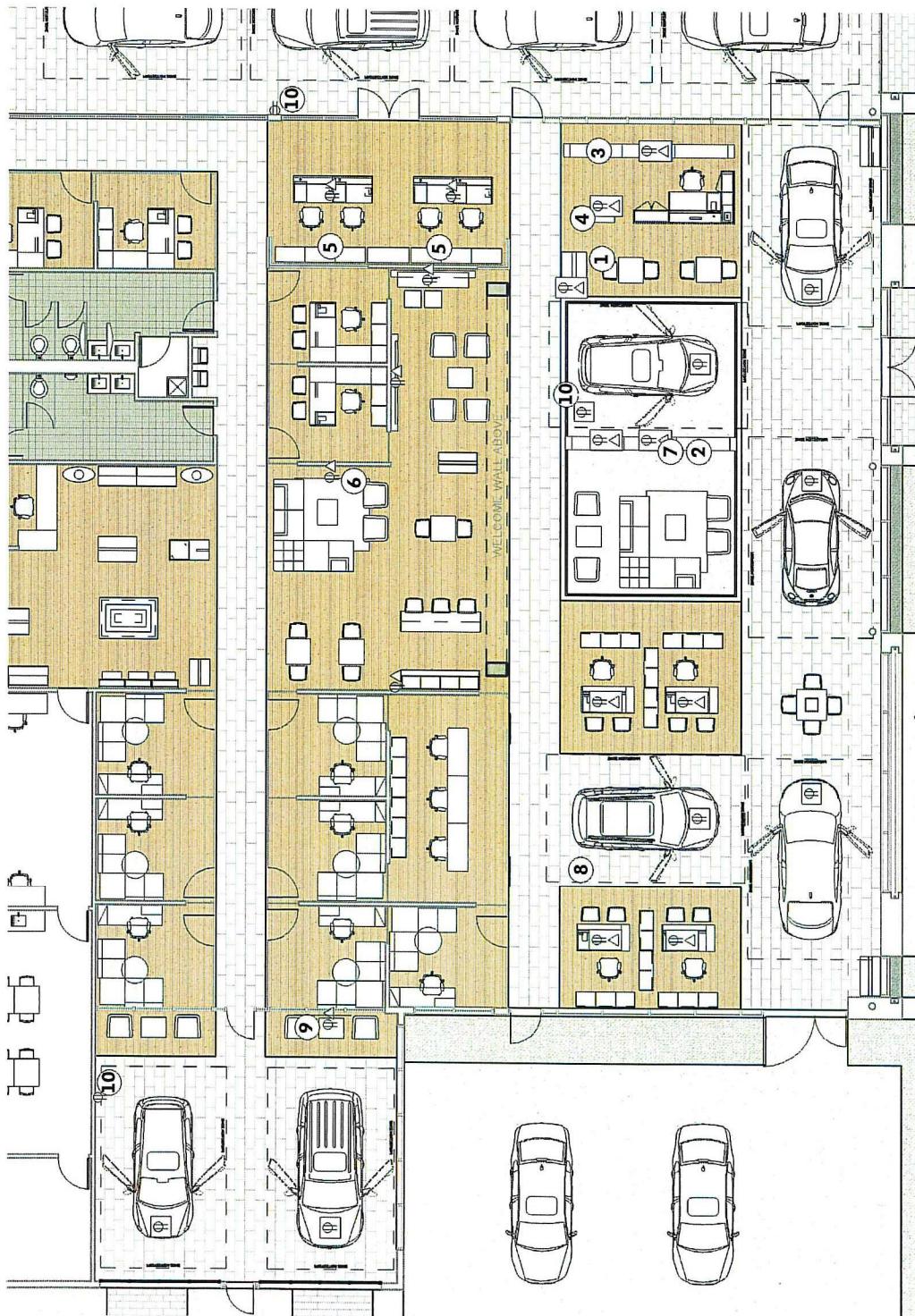
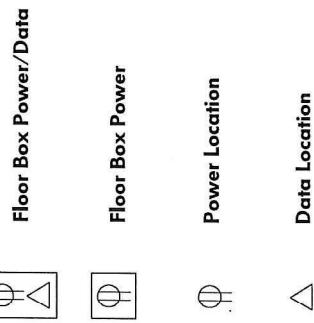
Issue
Design Criteria Document

Date
03/15/2020

Digital Content Locations

1. Welcome Messaging Stand
2. Highlight Frame - Video Large Format
3. Highlight Frame - Video Screen (Optional)
4. iPads
5. Digital Service Menuboard Displays (Optional)
6. Video Display (TV Customer Lounge)
7. Configurator (Future launch)
8. Configurator (Optional location)
9. Video Display (New Car ePDI Presentation)
10. EV Charger (Optional location)

Note:
Coordinate electrical and data locations with all furniture applications prior to construction.



Whiteframe Standard Details

Digital Media Locations / Special Power-Data Locations

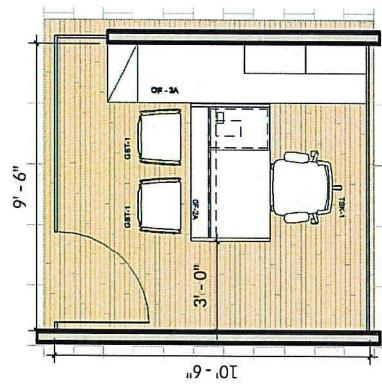
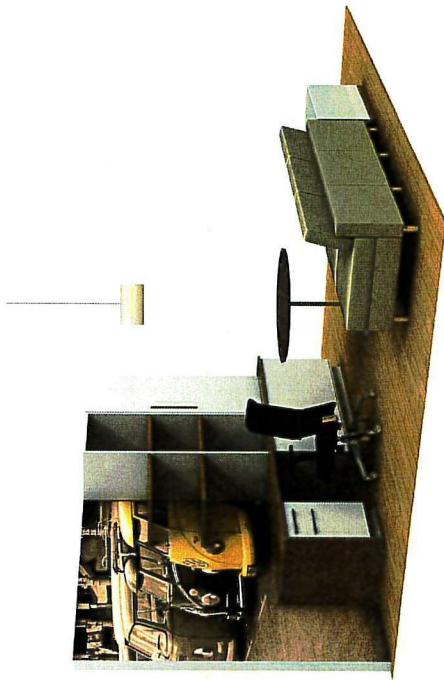
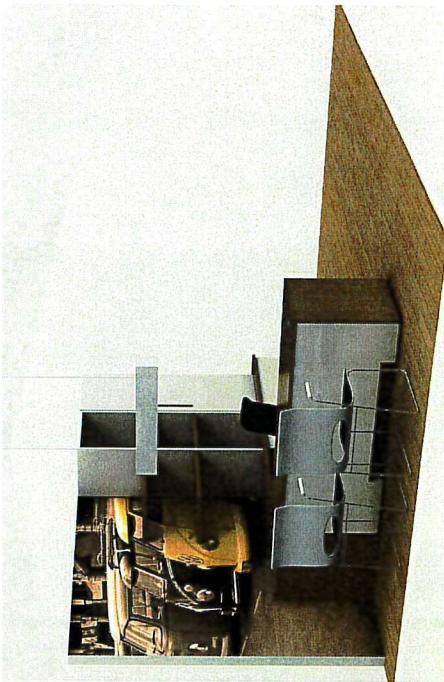
A1.11 Date 03/15/2020 Issue

Design Criteria Document

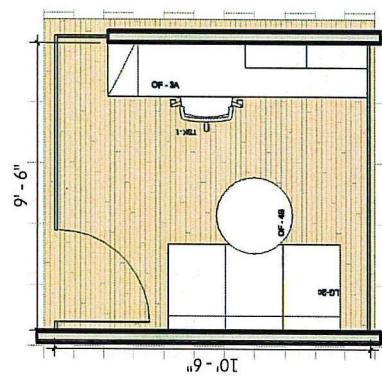
VIEW360

Version 2020.1

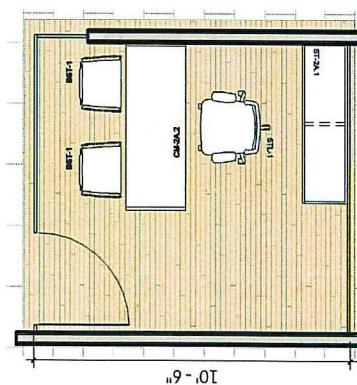
These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.



C Sales Configuration Opt. C
1/4" = 1'-0"



(B) Sales Configuration Opt. B



(A) Sales Configuration Opt. A
 $1\frac{1}{4}'' = 1'-0''$

Whiteframe Standard Details

Sales Furniture / Fixture Arrangements

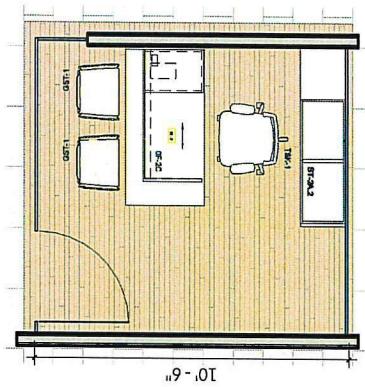
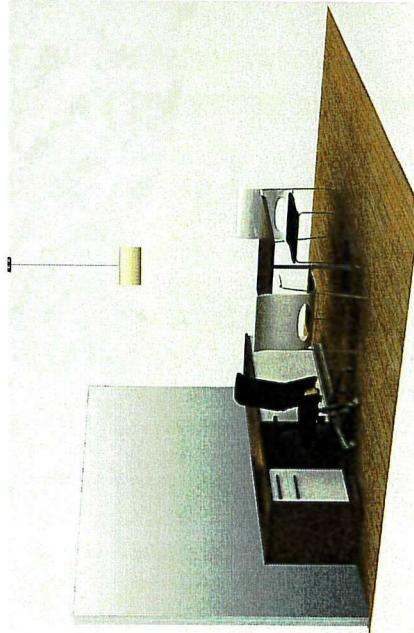
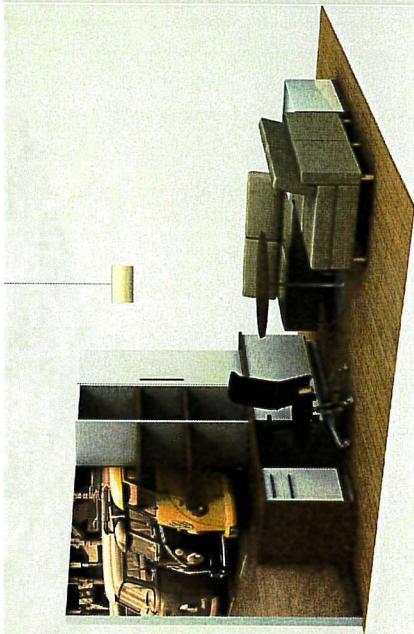
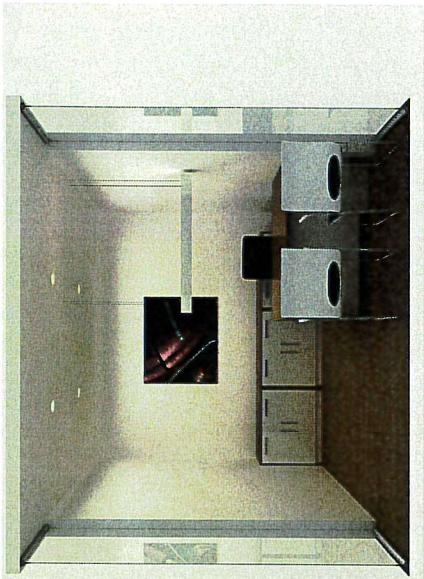
A1.12 Date 03/15/2020 Issue Design Criteria Document

VIEW360

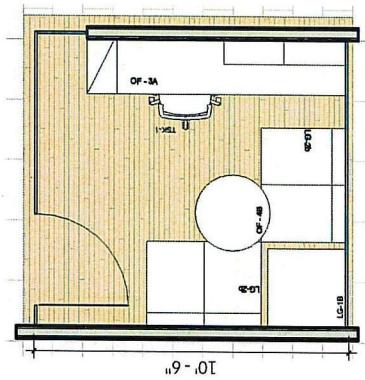
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These drawings are not suited or intended for construction or fabrication.



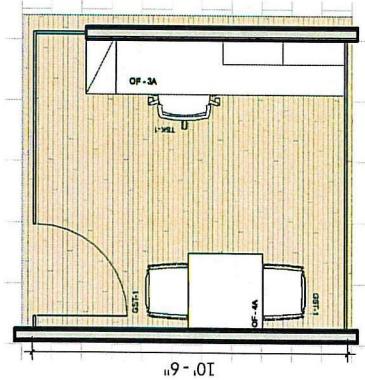
Version
2020.1



F Sales Configuration Opt. F
1/4" = 1'-0"



E Sales Configuration Opt. E
1/4" = 1'-0"



D Sales Configuration Opt. D
1/4" = 1'-0"

Whiteframe Standard Details

Sales Furniture / Fixture Arrangements

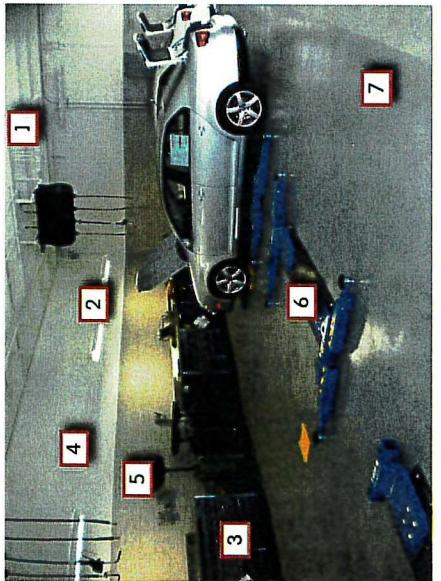
A1.1.3 Date 03/15/2020 Issue
EVIEW360 Design Criteria Document

Village of Palatine
Rand Road Corridor TIF

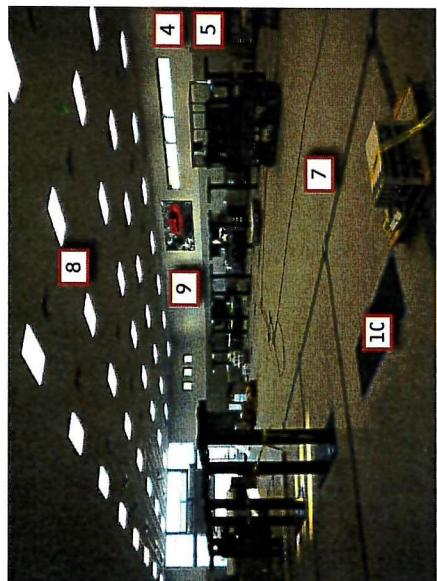
Version 2020.1

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

Recommended Elements and Finishes



Layout 1 - Minimum requirements if customers have a view into the service department



Layout 2 - Optional Upgrades

Whiteframe Standard Details

Service Department

Recommended Elements and Finishes	SERVICE DEPARTMENT CEILING	SERVICE DEPARTMENT FLOORING	SERVICE DEPARTMENT	PORCELAIN TILE (USE GROUT G-1)	T-2 - ALT
<p>1. Exposed Ceiling Structure - SDC-1 2. Light Fixture: INL-12 (B.O. Fixture @ 12' A.F.F.) 3. Tool Box - Color Blue 4. Wall Paint: PT-4a, 7'-4" and Above 5. Wall Paint: PT-5a, 7'-4" and Below 6. Surface mounted (shown) or Above Ground Service Lift - Color: Blue 7. Floor Finish - SDF-1 8. Acoustical Ceiling Tile & Recessed Lighting 9. Large Graphics - by VW Vendor 10. Flush Mounted Service Lift 11. One lift must be dedicated for Electric Vehicles. RE EML1.0</p>					
<p>SPECIFICATIONS</p> <p>REQUIRED: Exposed Structure painted PT-2</p> <p>Optional Upgrades: C-1 lay-in tile & grid</p> <p>LOCATION Service Department</p> <p>NOTES: Refer to sheets M1.0-M4.2 for material specifications Refer to sheets EML1.0-EM1.1 for EV specifications and information</p>	<p>SPECIFICATIONS</p> <p>REQUIRED: (A) T-2 Tiles running bond pattern (B) T-2 Alternate running bond pattern (C) Sealed to match T-2</p> <p>ALTERNATES REQUIRING VW&A APPROVAL: Light Grey Epoxy to match T-2 or Concrete:</p> <p>LOCATION Service Department</p>	<p>SPECIFICATION: Size, Varies (Model # / Color / Finish)</p> <p>A. Graniti Fiandre - N/A</p> <p>B. EmicCeramica - 8" x 8" VWStone 8x8 / Grey / Natural - R11</p> <p>C. Roca Tile Group - 4" x 8" 4 x 8 x 5/8" (Klinker) / Grey / Matte</p> <p>LOCATION: Service Department Floors</p>			

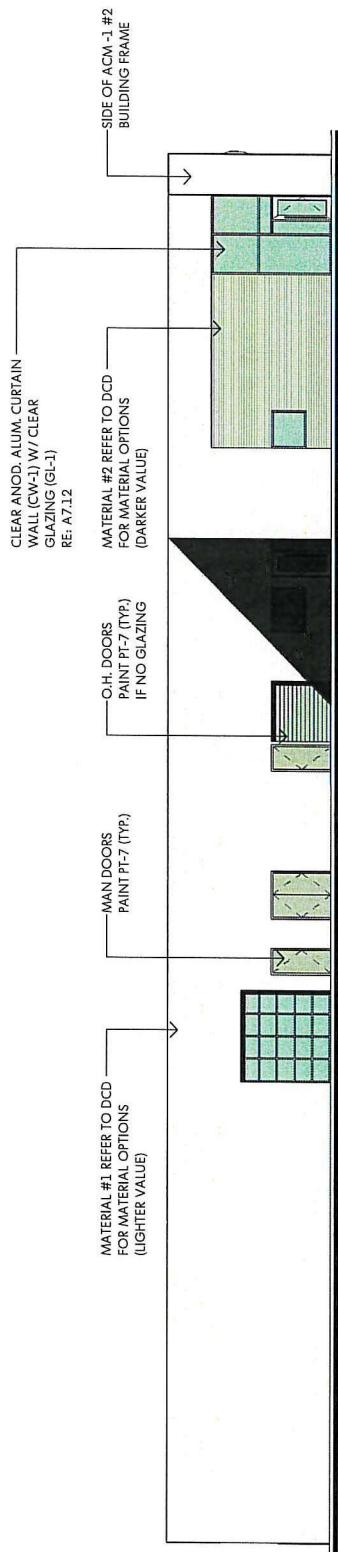
Service Department Notes:
MATERIALS AND FINISHES ARE ONLY REQUIRED IN AREAS ACCESSIBLE TO OR VISIBLE BY CUSTOMERS. "EQUAL" SUBSTITUTIONS MAY BE SUBMITTED TO CBRE FOR CONSIDERATION. VOLKSWAGEN OF AMERICA WILL HAVE FINAL APPROVAL.

EVIEW360

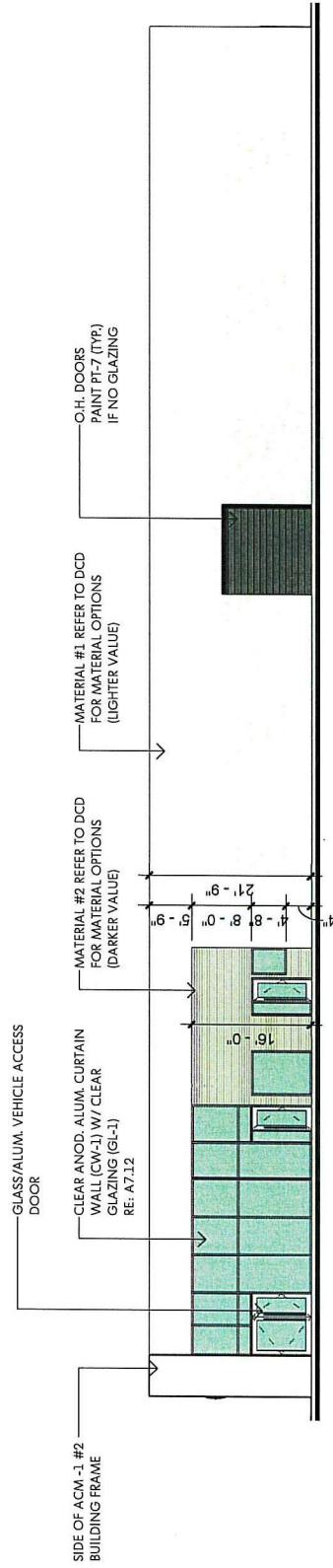
Issue 03/15/2020
Design Criteria Document

A1.16

Version 2020.1



① Left Elevation
1 1/16" = 1'-0"



SIDE OF ACM-1 #2 BUILDING FRAME

SHEET NOTES
REFER TO EXTERIOR FINISH SHEETS IN DCD FOR MATERIAL SCHEDULE.
ALL ACM-1 JOINTS TBD BY SOBCTEC.
ACM METAL PANEL SYSTEM ON SUB FRAMING SECURED TO BASE BUILDING CONSTRUCTION, BASE BUILDING CONSTRUCTION TO INCLUDE FRAMING SHEATHING & VAPOR/WEATHER BARRIER.
CONTINUE HORIZONTAL MULLION HEIGHTS ON SIDE ELEVATIONS. MULLIONS AND GLAZING TO MATCH THE FRONT ELEVATION HEIGHTS.
NOTE: ALL ROOF SCREENS ARE TO BE PAINTED OR MATCH PT-6.
NOTE: ALL EXTERIOR MATERIAL FINISHES SUBMITTED IN "CONSTRUCTION DRAWING SUBMITTALS" TO MATCH DCD DRAWING CALLOUTS

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

DCD Version:
2020.01

Volkswagen

DCD Version:
2020.01

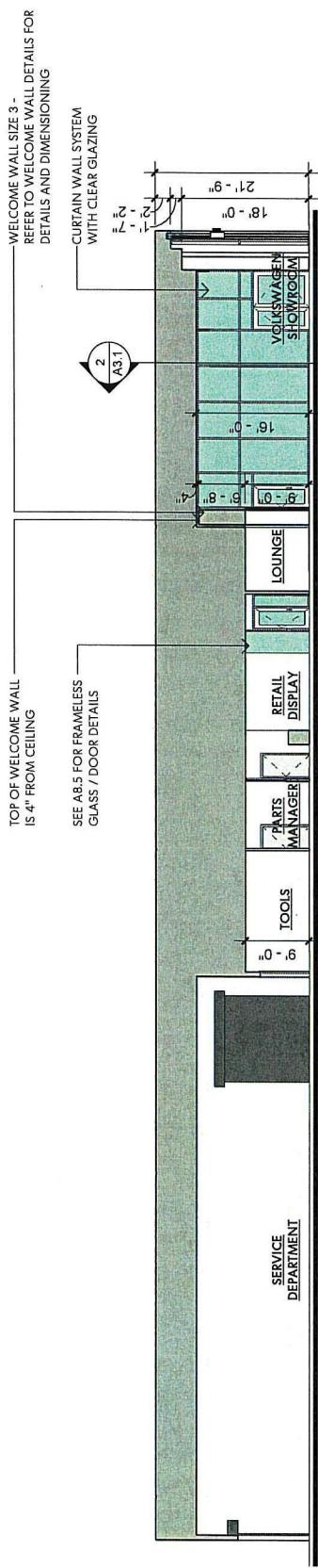
SCALE: 1/16" = 1'-0"
0 4 8 16 32

Palatine Volkswagen

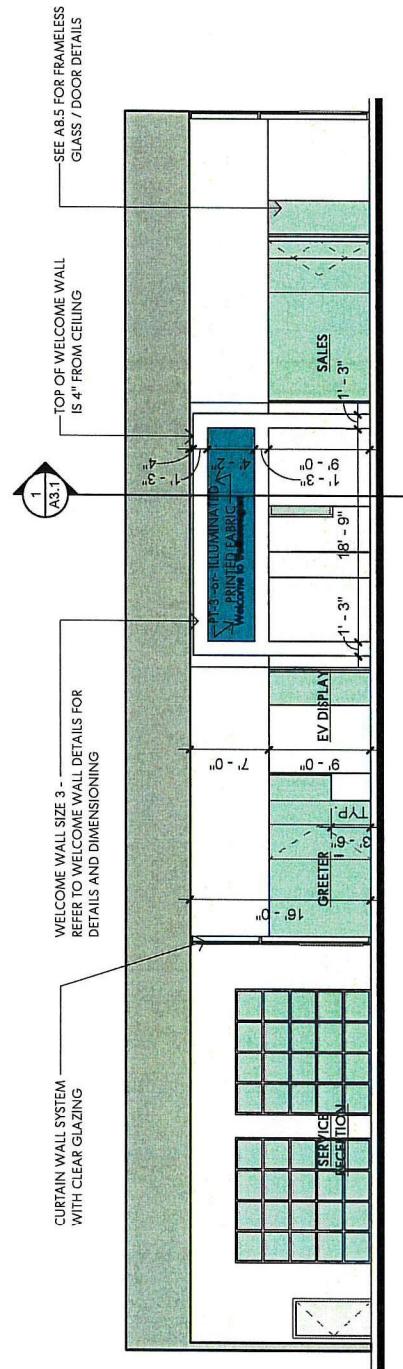
Side Elevations

Village of Palatine
Rand Road Corridor TIF

A2.2 Date 02/25/2021 Issue EVIEVV360
City/State: Palatine, IL
Project #: 18-1060
Drawn by: PJB



① Longitudinal Building Section
1/16" = 1'-0"



② Transverse Building Section
3/32" = 1'-0"

Palatine Volkswagen Building Sections

SHEET NOTES
GC AND ARCHITECT TO VERIFY EXISTING DIMENSIONS, CEILING HEIGHTS, AND CLEARANCES PRIOR TO CONSTRUCTION DRAWINGS.
NOTIFY VW OF ANY INTERFENCES OR CONFLICTS WITH EXISTING CONDITIONS AND PROPOSED HEIGHTS OR DIMENSIONS AS OR IF REQUIRED.

SHEET NOTES
REFER TO INTERIOR FINISH SHEETS IN DCD FOR MATERIAL SCHEDULE.
ALL ACM-1 JOINTS TBD BY SOBOTEC.
ACM METAL PANEL SYSTEM ON SUB FRAMING SECURED TO BASE BUILDING CONSTRUCTION. BASE BUILDING CONSTRUCTION TO INCLUDE FRAMING, SHEATHING & VAPOR/WATER BARRIER.
CONTINUE HORIZONTAL MULLION HEIGHTS ON SIDE ELEVATIONS.
MULLIONS AND GLAZING TO MATCH THE FRONT ELEVATION HEIGHTS.
NOTE: ALL INTERIOR MATERIAL FINISHES SUBMITTED IN "CONSTRUCTION DRAWING" SUBMITTALS TO MATCH DCD DRAWING CALLOUTS

SCALE: As indicated
These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

DCD Version:
2020.01

Volkswagen

FLUSH CORNER
CASING BEAD
MUD THIS FACE TO
PROVIDE
MONOLITHIC
SEAMLESS INTERFACE
WITH F MOLDING

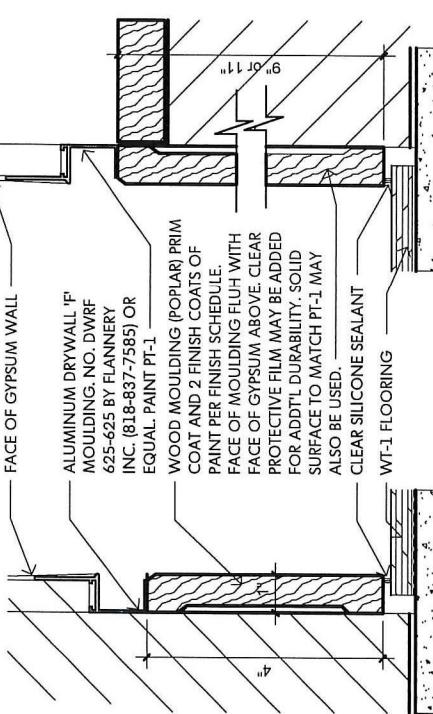
ALUMINUM DRYWALL 1/8"
MOULDING NO. DWRF
625-625 BY FLANNERY INC.
(818-837-7585) OR EQUAL

NOTE:
FOR BACKLIT WELCOME WALL, CONTACT IMBRITE.
RUTH ROOSEN: PROJECT MANAGER
2020 RING ROAD, PONTIAC, MI 48341
O: 248.537.8539 M: 586.770.1211
RROSEN@IMBRANDED.COM | IMBRANDED.COM

PAINT PT-1
6" = 1'-0" AT BLUE PANEL

② Welcome Wall Detail
6" = 1'-0"

PAINT FACE OF WALL PT-3



①A Welcome Wall Base size 3
6" = 1'-0" (IF B/O WELCOME WALL LOWER
THAN 6'-8")

①B Welcome Wall Base size 1 or size 2
6" = 1'-0"

② Welcome Wall Detail
6" = 1'-0"

③ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"

A4.1 Date 03/15/2020 Issue
Design Criteria Document EVIEW360

Design Criteria Document EVIEW360

SCALE: As indicated
Version 2020.1

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

② Welcome Wall Detail
6" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



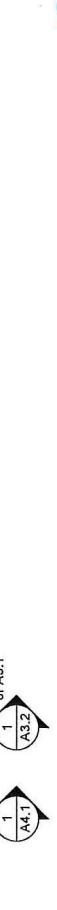
④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



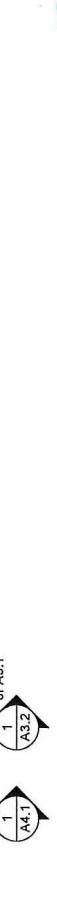
④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



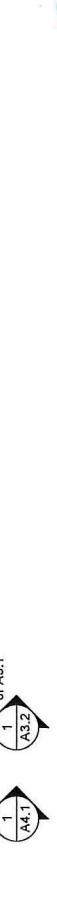
④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



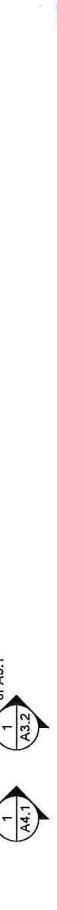
④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"

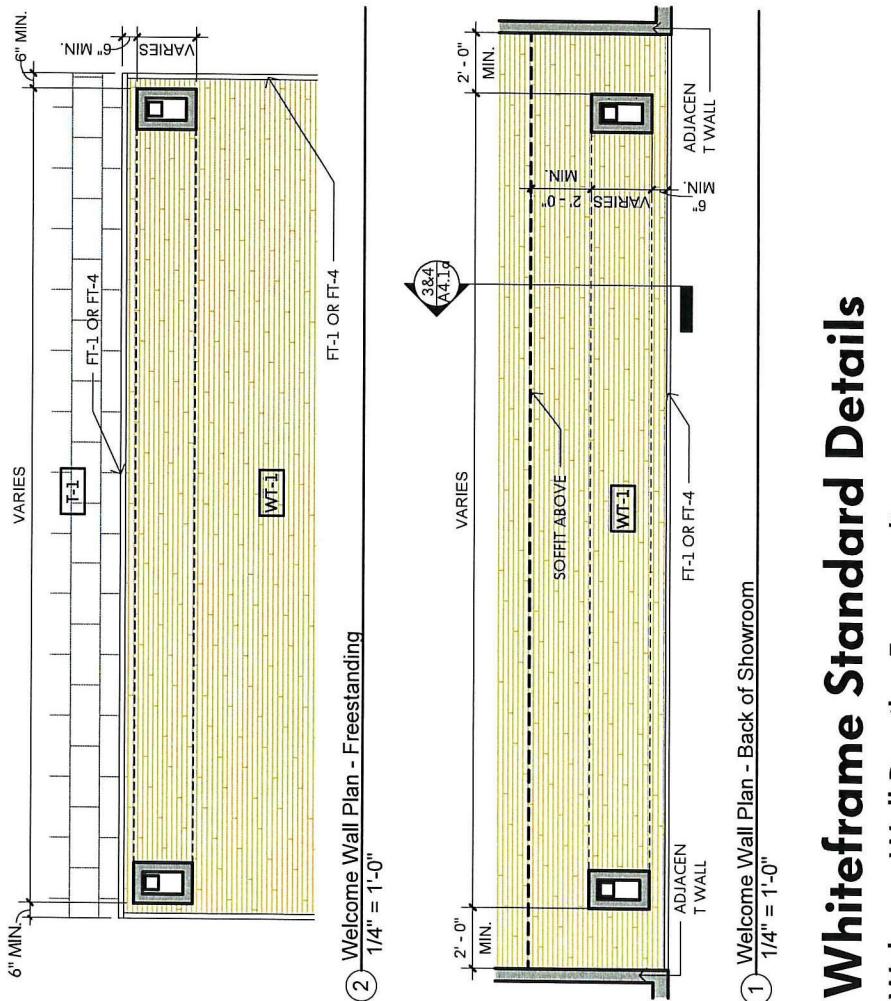
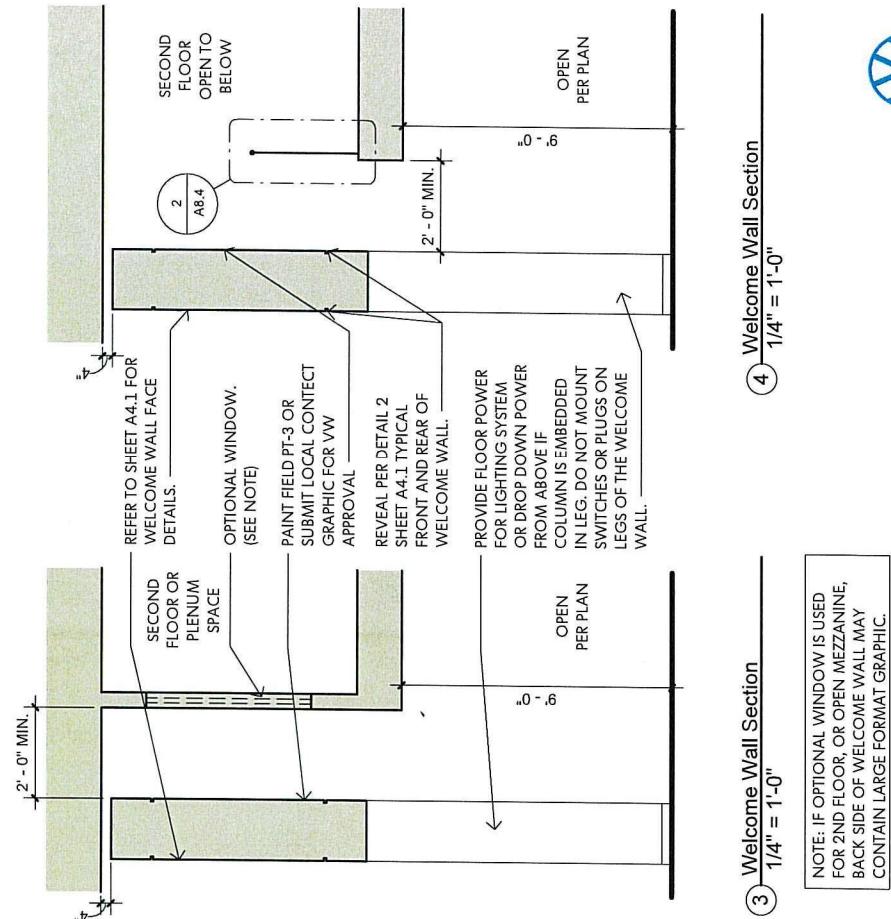


④ Welcome Wall Elevation - Typical
1/4" = 1'-0"



④ Welcome Wall Elevation - Typical
1/4" = 1'-0"





Whiteframe Standard Details

Welcome Wall Details - Freestanding

A4.1a Date 03/15/2020 Issue Design Criteria Document

Version
2020.1

These drawings are for communication of design intent only.
These drawings are not suited or intended for construction or fabrication.

Version
2000-1

Exhibit "C"

LEGAL DESCRIPTION:

LOT 1 IN THE FINAL PLAT OF NAPLETON SUBDIVISION, BEING A SUBDIVISION PART OF EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 2019 AS DOCUMENT NUMBER 1931916158, IN COOK COUNTY ILLINOIS.

Exhibit “D”

EXHIBIT D

State of Illinois)
) SS
County of Cook)

DISCLOSURE AFFIDAVIT

I, Charles M Weck, (hereinafter referred to as "Affiant") reside at 19708 bockman rd Marengo, McHenry County, State of Illinois, being first duly sworn and having personal knowledge of the matters contained in this Affidavit, swear to the following:

1. That, I am over the age of eighteen and the (choose one)
 owner or
 authorized trustee or
 corporate official or
 managing agent of 333 W Rand LLC
 _____ of the Real Estate (as defined herein).
2. That, the Real Estate (as defined herein) being sold to 1977 W Rand LLC is located in the County of Cook, Village of Palatine, State of Illinois (herein referred to as the "Real Estate"). The Real Estate has Assessor's Permanent Index Numbers of 02-02-402-014
3. That, I understand that pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and 1977 W Rand LLC, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.
4. As the owner or
 authorized trustee or
 corporate official or
 managing agent of 333 W Rand LLC
 _____ of the Real Estate, I declare under oath that (choose one):

 The owners or beneficiaries of the trust are: _____ or _____

 The shareholders with more than 7 1/2% interest are:
Charles M Weck 60% interest
Stephen R Napleton 40%

The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

(Signature)
7/22/21

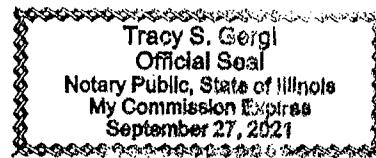
This Disclosure Affidavit is made to induce the Buyer to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

 7/22/21

SUBSCRIBED AND SWORN to before me
this 22 day of July, 2021.


NOTARY PUBLIC



DRAFT

Village of Palatine
Meeting of the Joint Review Board
Wednesday, November 17, 2021 – 2:00 PM
Minutes

I. JOINT REVIEW BOARD CALL TO ORDER

Reid Ottesen, Village Representative, called the meeting to order at 2:01 PM

II. ROLL CALL OF TAX DISTRICT MEMBERS

Present:

Community Consolidated School District 15
Diana McCluskey, Chief School Business Official
Palatine Public Library District
Jeannie Dilger, Director
Melissa Gardner, Assistant Director
Palatine Township
Ken Lopez, Administrator
Palatine Township Road District
Roland Sachs, Director
Township High School District 211
Lauren Hummel, Chief Operating Officer
William Rainer Harper Community College District 512
Bob Grapenthien, Controller
Village of Palatine
Reid Ottesen, Village Manager
Mike Jacobs, Deputy Village Manager
Paul Mehring, Finance Director
Patrick Brankin, Village Attorney

Absent:

Cook County
Forest Preserve District of Cook County
Illinois Department of Commerce and Economic Opportunity
Metropolitan Water Reclamation District of Greater Chicago
Northwest Mosquito Abatement District
Palatine Park District

III. NOMINATION FOR AND SELECTION OF PUBLIC MEMBER

Reid Ottesen indicated that Ray Franczak, who has previously served as the Public Member, was in attendance. Lauren Hummel, seconded by Melissa Gardner, moved to nominate Ray Franczak as the Public Member. The motion was approved unanimously.

IV. NOMINATION FOR CHAIR OF THE JOINT REVIEW BOARD

Lauren Hummel, seconded by Diana McCluskey, nominated Reid Ottesen as the Chair of the Joint Review Board meeting for November 17, 2021. The motion was approved unanimously.

Village of Palatine

V. APPROVAL OF THE JANUARY 20, 2021 MINUTES OF THE JOINT REVIEW BOARD

Jeannie Dilger, seconded by Diana McCluskey, moved to approve the January 20, 2021 minutes of the Joint Review Board. The motion was approved unanimously.

VI. ANNUAL REVIEW OF PERFORMANCE

Reid Ottesen explained that all taxing bodies are required to meet once a year to discuss the status of the Village's TIF districts. He then noted the handout materials contained more detailed information related to future surplus distribution projections and other issues to be discussed during the meeting.

- A. DUNDEE ROAD TIF DISTRICT**
- B. RAND/DUNDEE TIF DISTRICT**

Reid Ottesen outlined the recent dissolution of these two TIF Districts and the related financial information. He outlined that all remaining funds had been distributed, including those previously held for tax appeals, in conjunction with the dissolution of each of the two districts.

- C. RAND ROAD CORRIDOR TIF DISTRICT**
- D. DOWNTOWN AREA TIF DISTRICT**
- E. RAND/LAKE COOK TIF DISTRICT**

Mike Jacobs then provided a brief overview of the development activity that occurred within the last year, is currently underway, and is anticipated in the coming year. The projects highlighted included the Volkswagen dealership on Rand Road, the near completion of the Dundee repaving/reconfiguration and the associated traffic signal to be installed on Dundee Road to access Walmart/Park Place shopping center. He also noted the recent demolition of the former Kramer Photography and Kinsch Nursery buildings and that no formal proposal for either of these properties has been submitted.

Mr. Ottesen then outlined some of the steps and related timing involved for the Village to pursue an extension of the Downtown TIF District in early 2022. He noted the letters of support for the extension that he has obtained from several local taxing bodies as well as those that he anticipates receiving in the near future.

VII. ADJOURNMENT

Ken Lopez, seconded by Lauren Hummel, moved to adjourn the Joint Review Board Meeting at 2:17 PM. The motion was approved unanimously.

Respectfully submitted,

Michael W. Jacobs
Village of Palatine

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable Mayor
Members of the Village Council
Village of Palatine, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Palatine, Illinois (the Village) as of and for the year ended December 31, 2021, which collectively comprise the basic financial statements of the Village, and have issued our report thereon dated April 28, 2022, which expressed an unmodified opinion.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The supplementary financial information (balance sheet and statement of revenues, expenditures, and changes in fund balance and schedule of fund balance by source for the Dundee Road Tax Increment Financing District Fund, Rand/Dundee Tax Increment Financing District Fund, Downtown Tax Increment Financing District Fund, Rand Road Corridor Tax Increment Financing District Fund and the Rand/Lake Cook Tax Increment Financing District Fund) is presented for the purpose of additional analysis and is not a required part of the basic financial statements. The supplementary financial information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

SIKICH LLP

Naperville, Illinois
April 28, 2022

FY 2021

Attachment K

ACCOUNTING TECHNOLOGY ADVISORY

- 2 -

Village of Palatine
Rand Road Corridor TIF

Supplementary Information

VILLAGE OF PALATINE, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES

For the Year Ended December 31, 2021

	Dundee Road TIF	Rand/Dundee TIF	Downtown TIF	Rand Road Corridor TIF	Rand/Lake Cook TIF
REVENUES					
Taxes					
Incremental property taxes	\$ -	\$ -	\$ 7,320,328	\$ 3,637,827	\$ 1,317,344
Investment income	157	6	3,287	19,180	1,165
 Total revenues	 157	 6	 7,323,615	 3,657,007	 1,318,509
 EXPENDITURES					
Economic development					
Supplies and services	- -	- -	1,758	1,000	1,000
Project expenditures	- -	- -	- -	297,045	- -
Surplus distribution	721,197	74,998	- -	2,250,000	- -
Capital outlay					
Buildings and facilities	- -	- -	131,419	- -	- -
Rights of way improvements	- -	- -	- -	271,229	- -
Street improvements	- -	- -	73,751	- -	- -
Debt service					
Principal retirement	- -	- -	3,243,229	1,340,000	- -
Interest	- -	- -	220,748	223,613	- -
Fiscal charges	- -	- -	1,500	1,225	- -
 Total expenditures	 721,197	 74,998	 3,672,405	 4,384,112	 1,000
 NET CHANGE IN FUND BALANCE	 (721,040)	 (74,992)	 3,651,210	 (727,105)	 1,317,509
 FUND BALANCE, JANUARY 1	 721,040	 74,992	 7,369,872	 6,918,291	 2,226,674
 FUND BALANCE, DECEMBER 31	 \$ -	 \$ -	 \$ 11,021,082	 \$ 6,191,186	 \$ 3,544,183

VILLAGE OF PALATINE, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

SCHEDULE OF FUND BALANCES BY SOURCE

For the Year Ended December 31, 2021

	Dundee Road TIF	Rand/Dundee TIF	Downtown TIF	Rand Road Corridor TIF	Rand/Lake Cook TIF
BEGINNING BALANCES, JANUARY 1, 2021	\$ 721,040	\$ 74,992	\$ 7,369,872	\$ 6,918,291	\$ 2,226,674
ADDITIONS					
Taxes					
Incremental property taxes	-	-	7,320,328	3,637,827	1,317,344
Investment income	157	6	3,287	19,180	1,165
Total additions	157	6	7,323,615	3,657,007	1,318,509
BEGINNING BALANCES PLUS ADDITIONS	721,197	74,998	14,693,487	10,575,298	3,545,183
DEDUCTIONS					
Economic development					
Supplies and services	-	-	1,758	1,000	1,000
Project expenditures	-	-	-	297,045	-
Surplus distribution	721,197	74,998	-	2,250,000	-
Capital outlay					
Buildings and facilities	-	-	131,419	-	-
Rights of way improvements	-	-	-	271,229	-
Street improvements	-	-	73,751	-	-
Debt service					
Principal retirement	-	-	3,243,229	1,340,000	-
Interest	-	-	220,748	223,613	-
Fiscal charges	-	-	1,500	1,225	-
Total deductions	721,197	74,998	3,672,405	4,384,112	1,000
ENDING BALANCES, DECEMBER 31, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,021,082</u>	<u>\$ 6,191,186</u>	<u>\$ 3,544,183</u>
ENDING BALANCES BY SOURCE					
Incremental property taxes	\$ -	\$ -	\$ 6,939,082	\$ 6,191,186	\$ 3,544,183
Investment in land held for resale	-	-	4,082,000	-	-
Subtotal	-	-	11,021,082	6,191,186	3,544,183
Less Surplus Funds	-	-	-	-	-
ENDING BALANCES, DECEMBER 31, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,021,082</u>	<u>\$ 6,191,186</u>	<u>\$ 3,544,183</u>

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor
Members of the Village Council
Village of Palatine, Illinois

We have examined management's assertion that the Village of Palatine, Illinois (the Village) complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended December 31, 2021. Management is responsible for the Village's assertion. Our responsibility is to express an opinion on management's assertion about the Village's compliance with the specific requirements based on our examination.

Our examination was made in accordance with the standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Village's compliance with the specified requirements.

In our opinion, management's assertion that the Village of Palatine, Illinois, complied with the aforementioned requirements for the year ended December 31, 2021, is fairly stated in all material respects.

This report is intended solely for the information and use of the Mayor, the Village Council, management and the Illinois Department of Revenue, Illinois State Comptroller's office and the Joint Review Board and should not be used by anyone other than these specified parties.

SIKICH LLP

Naperville, Illinois
April 28, 2022

FY 2021

Attachment L

ACCOUNTING TECHNOLOGY ADVISORY

- 1 -

Village of Palatine
Rand Road Corridor TIF