

clerk

ORDINANCE NUMBER: 06-KO-02

**AN ORDINANCE OF THE VILLAGE OF DIXMOOR, COOK COUNTY,
ILLINOIS, AUTHORIZING THE VACATION OF CERTAIN STREETS AND ALLEYS
IN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, Section 11-91-1 of the *Illinois Municipal Code*, 65 ILCS 5/11-91-1, *et seq.* (hereinafter the "*Code*"), authorizes the Village to determine whether or not the public interest is served by vacating a street or alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by an affirmative vote of three-fourths of the trustees then holding office; and,

WHEREAS, the provisions of the Code provide that no ordinance shall be passed vacating a street or alley, or part thereof, by the Village without notice thereof and a hearing thereon; and,

WHEREAS, the Code further provides that upon vacation of a street or alley, or part thereof, by the Village, title to the land included therein vest in the then owners of the land abutting thereon, unless the ordinance provides that only the owner of one particular parcel or parcels of abutting properties are to acquire title to the entire vacated street or alley, or part thereof vacated; and,

WHEREAS, it is the desire of the Village to vacate that portion of Davis Avenue between 145th Street and 146th Street; 146th Street between Dixie Highway and Oakley Avenue; the alley between Dixie Highway and Davis Avenue from 145th Street and 146th Street; the alley between Davis Avenue and Oakley Avenue from 145th Street and 146th Street; the alley between 146th Street and

Joliet Avenue from Oakley Avenue to the properties bordering Dixie Highway; and, the alley between Dixie Highway and Oakley Avenue between 146th Street and Joliet Avenue, a portion of which has been previously vacated, all in the Village of Dixmoor (the "Subject Property"), in order to permit the development of a commercial shopping center and to increase the tax rolls of the Village; and,

WHEREAS, the Village desires to convey the vacated Subject Property to only the owners of the adjacent properties as identified and in the manner set forth on Exhibit A, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. That on February 18, 2006, a notice of a public hearing was published in the *Daily Southtown*, a newspaper of general circulation within the Village of Dixmoor, a copy of said notice being attached hereto as Exhibit B and made a part hereof, said notice advising the public that a public hearing was to be held on March 8, 2006, at 6:00 p.m. to discuss the vacation of the Subject Property, as identified on the Plat of Vacation, a copy of which is attached hereto as Exhibit C and made a part hereof, and legally described as follows:

Parcel 1: That part of Davis Avenue lying South of the South line of Lot 21 in Block 258 in the Subdivision of the North 10 acres, extended West to the West right of way of said Davis Avenue, and North of the North right of way of 146th Street, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: That part of 146th Street lying East of the Easterly line of Lot 15 in Block 5 of Chase and Dyer's Subdivision extended Northerly to North right of way of said 146th Street and West of the West right of way of Oakley

Avenue, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: That part of the 16 foot wide North-South alley, lying North of 146th Street and South of the Southerly line of Lot 21 in Block 258 in the Subdivision of the North 10 acres, extended East to the East right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: That part of the 16 foot wide Northerly-Southerly alley, lying North of the North right of way of 146th Street and South of the Southerly line of Lot 2 in Block 259 in the Subdivision of the North 10 acres, extended West to the West right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: That part of the 16 foot wide Northerly-Southerly alley, lying South of the South right of way of 146th Street and North of the North line of Lot 25 in Block 5 in Chase and Dyer's Subdivision, extended West to the West right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: That part of the 16 foot wide East-West alley, lying West of the West right of way of Oakley Avenue and East of a line drawn from the Southwest corner of Lot 14 in Block 5 of Chase and Dyer's Subdivision to the Northwest corner of Lot 25 in Block 5 of Chase and Dyer's Subdivision, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7: That part of 146th Street lying West of the Easterly line of Lot 15 in Block 5 of Chase and Dyer's Subdivision extended Northerly to North right of way of said 146th Street and East of the Easterly right of way of Dixie Highway, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Section 3. That a notice of public hearing and an agenda for said hearing was duly posted by the Village Clerk at the Village Hall, 170 West 145th Street, Dixmoor, Illinois, notifying all interested parties that a public hearing would occur before the Village Board of Trustees on March 8, 2006, a copy of said public notice and agenda collectively being attached hereto as Exhibit D and made a part hereof.

Section 4. That on March 8, 2006, a public hearing was held in the Village Hall of the Village of Dixmoor, Illinois, wherein at said hearing it was determined to be in the public interest to vacate that portion of the Subject Property, as illustrated on the Plat of Vacation, and to return said property to the tax rolls.

Section 5. That upon the vacation of the Subject Property, title thereto shall vest only in the owner or owners of the adjacent properties identified on and in the manner set forth on Exhibit A, as provided by law.

Section 6. That the Plat of Vacation, the subject of said public hearing, and as presented to this meeting of the Village Board is hereby approved.

Section 7. That the Village President, Village Clerk and Special Counsel are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record the Plat of Vacation with the County of Cook.

Section 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 9. This ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, this 8th day of March 2006, pursuant to a roll call vote as follows:

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Joshua Harrell	✓			✓
Trustee Henry Murphy	✓			✓
Trustee Jerry Smith	✓			✓
Trustee Robert Warren	✓			✓
Trustee Yolanda Williams-Corner	✓			✓
Village President Keevan Grimmatt				
Total				

APPROVED by me this 8th day of March 2006.

Keevan Grimmatt

Village President

Attest:

Janita Darden

Village Clerk

EXHIBIT A

- Parcel 1:* That part of Davis Avenue lying South of the South line of Lot 21 in Block 258 in the Subdivision of the North 10 acres, extended West to the West right of way of said Davis Avenue, and North of the North right of way of 146th Street, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- Parcel 2:* That part of 146th Street lying East of the Easterly line of Lot 15 in Block 5 of Chase and Dyer's Subdivision extended Northerly to North right of way of said 146th Street and West of the West right of way of Oakley Avenue, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- Parcel 3:* That part of the 16 foot wide North-South alley, lying North of 146th Street and South of the Southerly line of Lot 21 in Block 258 in the Subdivision of the North 10 acres, extended East to the East right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- Parcel 4:* That part of the 16 foot wide Northerly-Southerly alley, lying North of the North right of way of 146th Street and South of the Southerly line of Lot 2 in Block 259 in the Subdivision of the North 10 acres, extended West to the West right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
- Parcel 5:* That part of the 16 foot wide Northerly-Southerly alley, lying South of the South right of way of 146th Street and North of the North line of Lot 25 in Block 5 in Chase and Dyer's Subdivision, extended West to the West right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: That part of the 16 foot wide East-West alley, lying West of the West right of way of Oakley Avenue and East of a line drawn from the Southwest corner of Lot 14 in Block 5 of Chase and Dyer's Subdivision to the Northwest corner of Lot 25 in Block 5 of Chase and Dyer's Subdivision, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7: That part of 146th Street lying West of the Easterly line of Lot 15 in Block 5 of Chase and Dyer's Subdivision extended Northerly to North right of way of said 146th Street and East of the Easterly right of way of Dixie Highway, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1 and Parcel 4 to Permanent Index Numbers

29-07-127-025-0000

29-07-127-026-0000

29-07-127-027-0000

29-07-127-028-0000

29-07-127-029-0000

29-07-127-030-0000

29-07-127-031-0000

29-07-127-032-0000

29-07-127-033-0000

29-07-127-034-0000

29-07-127-035-0000

29-07-127-036-0000

29-07-127-037-0000

29-07-127-038-0000

29-07-127-039-0000

29-07-127-040-0000

29-07-127-041-0000

29-07-127-042-0000

29-07-127-043-0000

29-07-127-044-0000

Parcel 2 to Permanent Index Numbers

29-07-136-011-0000

29-07-136-037-0000

29-07-136-038-0000

29-07-136-014-0000

29-07-136-015-0000

29-07-136-016-0000

29-07-136-017-0000

29-07-136-018-0000

29-07-136-019-0000

29-07-136-020-0000

29-07-136-021-0000

29-07-136-022-0000

29-07-136-023-0000

29-07-136-024-0000

Parcel 3 to Permanent Index Numbers

29-07-128-003-0000

29-07-128-004-0000

29-07-128-005-0000

29-07-128-006-0000

29-07-128-007-0000

29-07-128-008-0000

29-07-128-009-0000

29-07-128-010-0000

29-07-128-011-0000

29-07-128-012-0000

29-07-128-013-0000

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29-07-128-015-0000
29-07-128-016-0000
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29-07-128-018-0000
29-07-128-019-0000
29-07-128-020-0000
29-07-128-021-0000
29-07-128-022-0000

Parcel 5 to Permanent Index Number

29-07-136-011-0000

Parcel 6 to Permanent Index Numbers

29-07-136-011-0000
29-07-136-037-0000
29-07-136-038-0000
29-07-136-014-0000
29-07-136-015-0000
29-07-136-016-0000
29-07-136-017-0000
29-07-136-018-0000
29-07-136-019-0000
29-07-136-020-0000
29-07-136-021-0000
29-07-136-022-0000
29-07-136-023-0000
29-07-136-024-0000

Parcel 7 to Permanent Index Number

29-07-136-001-0000

NOTICE of PUBLIC HEARING VILLAGE OF DIXMOOR

PUBLIC NOTICE is hereby given that a public hearing will be held on March 8, 2006, at 6:00 p.m. by the Village Board of the Village of Dixmoor, Cook County, Illinois, at the Village Hall of the Village of Dixmoor, 170 West 145th Street, Dixmoor, Illinois, to discuss the vacation of that portion of Davis Avenue between 145th Street and 146th Street; 146th Street between Dixie Highway and Oakley Avenue; the alley between Dixie Highway and Davis Avenue from 145th Street and 146th Street; the alley between Davis Avenue and Oakley Avenue from 145th Street and 146th Street; the alley between 146th Street and Joliet Avenue from Oakley Avenue to the properties bordering Dixie Highway; and, the alley between Dixie Highway and Oakley Avenue between 146th Street and Joliet Avenue, a portion of which has been previously vacated, all in the Village of Dixmoor. The purpose of this public notice is to inform all interested parties about the proposal to vacate said streets and alleys before the Village Board of Trustees of the Village of Dixmoor considers an ordinance to vacate said streets and alleys, herein identified and legally described as follows:

Parcel 1: That part of Davis Avenue lying South of the South line of Lot 21 in Block 258 in the Subdivision of the North 10 acres, extended West to the West right of way of said Davis Avenue, and North of the North right of way of 146th Street, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: That part of 146th Street lying East of the Easterly line of Lot 15 in Block 5 of Chase and Dyer's Subdivision extended Northerly to North right of way of said 146th Street and West of the West right of way of Oakley Avenue, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: That part of the 16 foot wide North-South alley, lying North of 146th Street and South of the Southerly line of Lot 21 in Block 258 in the Subdivision of the North 10 acres, extended East to the East right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: That part of the 16 foot wide Northerly-Southerly alley, lying North of the North right of way of 146th Street and South of the Southerly line of Lot 2 in Block 259 in the Subdivision of the North 10 acres, extended West to the West right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT

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Parcel 5: That part of the 16 foot wide Northerly-Southerly alley, lying South of the South right of way of 146th Street and North of the North line of Lot 25 in Block 5 in Chase and Dyer's Subdivision, extended West to the West right of way of said 16 foot wide alley, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: That part of the 16 foot wide East-West alley, lying West of the West right of way of Oakley Avenue and East of a line drawn from the Southwest corner of Lot 14 in Block 5 of Chase and Dyer's Subdivision to the Northwest corner of Lot 25 in Block 5 of Chase and Dyer's Subdivision, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7: That part of 146th Street lying West of the Easterly line of Lot 15 in Block 5 of Chase and Dyer's Subdivision extended Northerly to North right of way of said 146th Street and East of the Easterly right of way of Dixie Highway, all in the West ½ of the Northwest ¼ of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

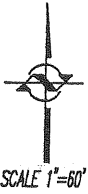
YOU ARE HEREBY invited to attend said public hearing and will be given an opportunity to be heard in respect to any issues pertaining to the proposed vacation of said streets and alleys during the aforesaid public hearing. In the event you have any questions, please contact Juanita Darden, Village Clerk, Village of Dixmoor, 170 West 145th Street, Dixmoor, Illinois 60426, at 708.389.6121.

/s/ Juanita Darden, Village Clerk, Village of Dixmoor

PLAT OF VACATION

OF

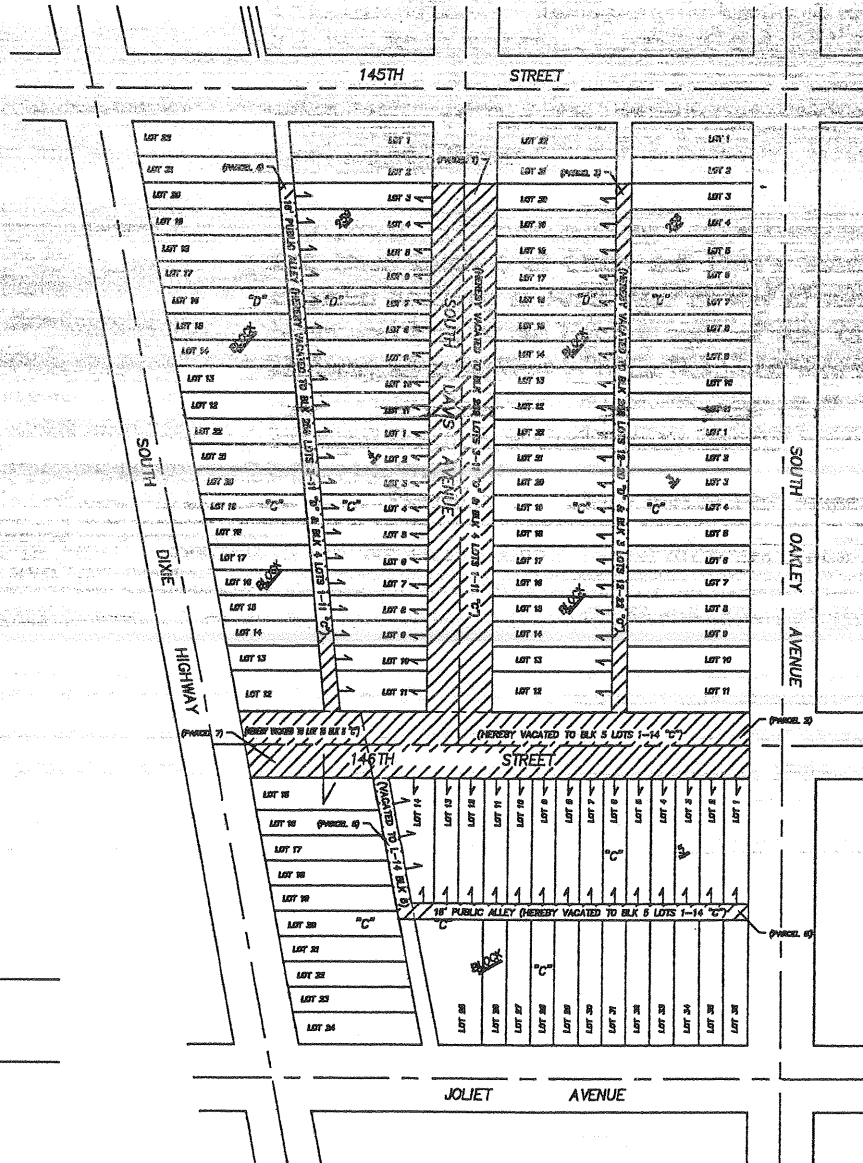
THAT PART OF ALL STREETS AND ALLEYS DESCRIBED BELOW HEREBY VACATED BY THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS



- PARCEL 1: THAT PART OF DAVIS AVENUE LYING SOUTH OF THE THE SOUTH LINE OF LOT 31 IN BLOCK 258 IN THE SUBDIVISION OF THE NORTH 10 ACRES, EXTENDED WEST TO THE WEST RIGHT OF WAY OF SAID DAVIS AVENUE AND NORTH OF THE NORTH RIGHT OF WAY OF 145TH STREET, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 2: THAT PART OF 146TH STREET LYING EAST OF THE EASTERLY LINE OF LOT 18 IN BLOCK 8 OF CHASE AND DYER'S SUBDIVISION EXTENDED NORTHERLY TO NORTH RIGHT OF WAY OF SAID 146TH STREET AND WEST OF THE WEST RIGHT OF WAY OF OAKLEY AVENUE, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 3: THAT PART OF THE 16 FOOT WIDE NORTH-SOUTH ALLEY, LYING NORTH OF 146TH STREET AND SOUTH OF THE SOUTHERLY LINE OF LOT 21 IN BLOCK 258 IN THE SUBDIVISION OF THE NORTH 10 ACRES, EXTENDED EAST TO THE EAST RIGHT OF WAY OF SAID 16 FOOT WIDE ALLEY, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 4: THAT PART OF THE 16 FOOT WIDE NORTHERLY-SOUTHERLY ALLEY, LYING NORTH OF THE NORTH RIGHT OF WAY OF 146TH STREET AND SOUTH OF THE SOUTHERLY LINE OF LOT 3 IN BLOCK 258 IN THE SUBDIVISION OF THE NORTH 10 ACRES, EXTENDED WEST TO THE WEST RIGHT OF WAY OF SAID 16 FOOT WIDE ALLEY, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 5: THAT PART OF THE 16 FOOT WIDE NORTHERLY-SOUTHERLY ALLEY, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF 146TH STREET AND NORTH OF THE NORTH LINE OF LOT 25 IN BLOCK 8 OF CHASE AND DYER'S SUBDIVISION, EXTENDED WEST TO THE WEST RIGHT OF WAY OF SAID 16 FOOT WIDE ALLEY, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 6: THAT PART OF THE 16 FOOT WIDE EAST-WEST ALLEY, LYING WEST OF THE WEST RIGHT OF WAY OF OAKLEY AVENUE AND EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 14 IN BLOCK 8 OF CHASE AND DYER'S SUBDIVISION TO THE NORTHWEST CORNER OF LOT 28 IN BLOCK 3 OF CHASE AND DYER'S SUBDIVISION, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 7: THAT PART OF 146TH STREET LYING WEST OF THE EASTERLY LINE OF LOT 18 IN BLOCK 8 OF CHASE AND DYER'S SUBDIVISION EXTENDED NORTHERLY TO NORTH RIGHT OF WAY OF SAID 146TH STREET AND EAST OF THE EASTERLY RIGHT OF WAY OF DOB HORNWAY, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE BEGAN HIGHWAY LINE, EAST OF WESTERN AVENUE, AND NORTH OF THE CENTER OF 146TH STREET, RECORDED FEBRUARY 11, 2005 AS DOCUMENT 0007888, ALL IN COOK COUNTY, ILLINOIS.

CHASE AND DYER'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF BISSONNET AVENUE, EXCEPT 30 ACRES AS LEST WITHIN THE NORTH 10 ACRES DESCRIBED JULY 28, 1924, AS DOCUMENT 17888, ALL IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS }
COUNTY OF COOK }

APPROVED BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF DIXMOOR, ILLINOIS AT A MEETING

Held on the _____ DAY OF _____, 2006 A.D.

BY: _____ MAYOR DATE: _____

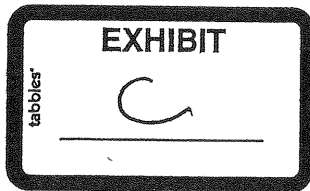
ATTEST: _____ CLERK DATE: _____



STATE OF ILLINOIS }
COUNTY OF COOK }

I, R.H. GRANATH, BEING A PERSON WHOSE NAME IS ON THE LIST OF REGISTERED PROFESSIONAL SURVEYORS, HAVE PREPARED THIS PLAT OF THE PROPERTY DESCRIBED IN THE OPTION TO THE LAND GRANT FOR THE PURPOSES SET FORTH, AND THAT THE FOUNDATIONS A TRAIL AND COURSE PROPOSED SET FORTH, BEING ALL DESCRIBED IN THE PLAT AND CORRECTED FROM THE ORIGINAL RECORDS OF THE VILLAGE OF DIXMOOR, ILLINOIS.

R.H. GRANATH (PLAT No. 0003)



R.H. GRANATH SURVEYING SERVICE

DATE: FEBRUARY 15, 2006 DRAWN BY: CAD/KAG

DRAWING NO: 0003-12-001

PROJECT: 146TH & DAVIS

LOCATION: DIXMOOR, ILLINOIS

CLIENT: VILLAGE OF DIXMOOR

CONSULTANT: AKHRAS ASSOCIATES, INC.

1 BROAD FARM REDEVELOPMENT IN THE STATE OF ILLINOIS
1006 S. BELL AVENUE - DEERFIELD, IL 60015

NOTICE of PUBLIC HEARING

PUBLIC NOTICE is hereby given that on the 8th day of March 2006, the Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, will hold a public hearing at 6:00 p.m. in the Village Hall, 170 West 145th Street, Dixmoor, Illinois, in order to review a plat of vacation of certain streets and alleys in the Village of Dixmoor.

YOU ARE HEREBY invited to attend the public hearing and will be given an opportunity to be heard in respect to any issues pertaining to the proposed plat of vacation. A copy of the proposed plat of vacation is on file with the Village Clerk and is available to the public for examination. In the event you have any questions, please contact Juanita Darden, Village Clerk, Village of Dixmoor, 170 West 145th Street, Dixmoor, Illinois 60426, 708.389.6121.

/s/ Juanita Darden, Village Clerk, Village of Dixmoor

EXHIBIT

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PUBLIC HEARING AGENDA

PUBLIC HEARING BEFORE THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

**Village of Dixmoor, Village Hall
170 West 145th Street, Dixmoor, Illinois
March 3, 2006
6:00 p.m.**

PUBLIC HEARING AGENDA

CALL TO ORDER

- 1. Roll Call**
- 2. Review of a Plat of Vacation of certain streets and alleys within the Village of Dixmoor**
- 3. Audience Participation**
- 4. Adjournment**

ORDINANCE NUMBER: 06-KD-03

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE CONTRACT FOR REAL PROPERTY COMMONLY KNOWN AS 14511 SOUTH WESTERN AVENUE IN THE VILLAGE OF DIXMOOR BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND R.V.S. BOOKSTORE, INCORPORATED

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, R.V.S. Corporation (the "*Seller*") is the owner of three parcels of real property identified by permanent index numbers (PINs) 29-07-127-005-0000, 29-07-127-006-0000 and 29-07-127-027-0000 and commonly known as 14511 South Western Avenue, Dixmoor, Illinois (hereinafter the "*Subject Property*"); and,

WHEREAS, the Subject Property is improved with a two-story building and an adjacent parking lot located in a B-1 Neighborhood Shopping District; and,

WHEREAS, the Village has adopted as one of its economic development goals the expansion and stabilization of the small business community in the Village of Dixmoor in order to diversify its tax base, expand employment opportunities and eradicate existing blight; and,

WHEREAS, to implement the goals of economic development, expansion of business and eradication of blight, the Village has authorized and adopted tax increment finance, under the *Illinois Tax Increment Allocation Redevelopment Act* (65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, the "*TIF Act*"), whereby Section 5/11-74.4-4 of the TIF Act in relevant part provides that real property within a redevelopment project area may be acquired all in the manner and at such price

the municipality determines is reasonably necessary to achieve the objectives of the redevelopment project and redevelopment plan for a designated area (the "*Project Area*"); and,

WHEREAS, the Village has determined that acquisition of the Subject Property located within the Project Area will further the type of development contemplated in the redevelopment plan for the Project Area; and,

WHEREAS, it is in the best interest of the Village of Dixmoor to acquire ownership of the Subject Property at the purchase price, upon satisfaction of all terms and conditions hereinafter set forth to purchase the Subject Property and in accordance with its endeavor to further economic development.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Real Estate Purchase Contract (the "*Contract*") containing certain terms and conditions required of the Village of Dixmoor and R.V.S. Corporation for the purchase of the Subject Property in the amount of Three Hundred Thousand Dollars (\$300,000.00), a copy of which is attached hereto and made a part hereof, for the conveyance of the real property identified therein by and between the Village, Buyer, and R.V.S. Corporation, Seller, is hereby approved substantially in the form presented.

Section 3. That the Village President and Village Clerk are hereby authorized to execute the Contract and all other documents required to implement the provisions stated therein.

Section 4. That Special Counsel is hereby authorized to undertake required actions on the part of the Village as contained in the Contract and to complete such documentation to satisfy conditions stated therein.

Section 5. That the Village Treasurer is hereby directed to forward the necessary funds from the Village's TIF Account to satisfy the earnest money, purchase price and such other closing cost associated with the acquisition of the Subject Property in accordance with the terms and conditions contained within the Contract.

ADOPTED by the Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, this 22 day of MARCH 2006, pursuant to a roll call vote as follows:

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Yvonne Davis	✓			✓
Trustee Joshua Harrell	✓			✓
Trustee Henry Murphy	✓			✓
Trustee Jerry Smith	✓			✓
Trustee Robert Warren			✓	
Trustee Yolanda Williams-Corner	✓			✓
Village President Keevan Grimmatt				
Total				

APPROVED by me this 22 day of MARCH 2006.

Keevan Grimmatt

Village President

Attest:

Donna Bass (Deputy Clerk)

Village Clerk

ORDINANCE NUMBER 06-K0-04

AN ORDINANCE ADOPTING AN ECONOMIC INCENTIVE AGREEMENT TO INDUCE COMMERCIAL DEVELOPMENT BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND BROWNSTONE/PSG, L.L.C.

BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. That the Economic Incentive Agreement to Induce Commercial Development By and Between the Village of Dixmoor, Cook County, Illinois and Brownstone/PSG, L.L.C. (the "Agreement"), a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 2. That the Village President and Village Clerk are hereby authorized and directed to execute and deliver said Agreement and any and all other document necessary to implement the provisions, terms and conditions thereof.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner prescribed by law.

ADOPTED by the Village Board of the Village of Dixmoor, Cook County, Illinois, this 31st day of May 2006, by the following roll call vote:

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Yvonne Davis	✓			✓
Trustee Joshua Harrell	✓			✓
Trustee Henry Murphy	✓			✓
Trustee Jerry Smith	✓			✓
Trustee Robert Warren	✓			✓
Trustee Yolanda Williams-Corner			✓	✓
Village President Kevan Grimmett				
Total				

APPROVED by me this 31st day of May 2006.

Kevan Grimmett
Village President

Attest:

Quanita Sand
Village Clerk

CERTIFICATE OF PUBLICATION

MIDWEST SUBURBAN PUBLISHERS, INC.

The undersigned corporation does hereby certify that it is the publisher of the DAILY SOUTHTOWN that said DAILY SOUTHTOWN is a secular newspaper that has been published daily in the County of Cook and Will and State of Illinois, continuously for more than one year prior to the first publication of the notice appended, and is of general circulation throughout the said Counties and State and that it is a newspaper as defined in "An Act to Revise The Law in Relation to Notices". As amended by an Act approved July 17, 1959 - Illinois Compiled Statutes, Chapter 715 (ILCS 5/0.01 et seq.)

That the notice appended was published in the DAILY SOUTHTOWN, INC., on

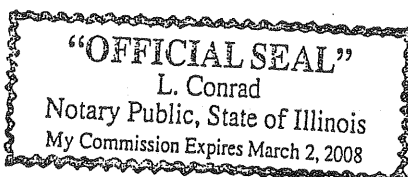
MAY 18 2006

IN WITNESS WHEREOF, The DAILY SOUTHTOWN, INC., has caused this certificate to be signed and its corporate seal affixed hereto at Tinley Park, Illinois, this 18TH DAY OF MAY, 2006.

By: [Signature]
Authorized Agent

Counties of Cook & Will
State of Illinois
Subscribed and sworn en route
before me this 18TH
Day of MAY, 2006.

[Signature]
Notary Public



PUBLIC NOTICE
VILLAGE OF DIXMOOR
COOK COUNTY, ILLINOIS
Public Notice is hereby given that the President and Board of Trustees (collectively, the "Corporate Authorities") of the Village of Dixmoor, Cook County, (the "Village"), a municipal corporation and political subdivision of the State of Illinois, will contemplate the execution of a certain Redevelopment Agreement on Wednesday, May 31, 2006, at 7:00 p.m. in the Village Hall, located at 170 West 145th Street, Dixmoor, Illinois 60426. The proposed Redevelopment Agreement is in connection with a Redevelopment Plan and Project (the "Project") for a designated Redevelopment Project Area known as TIF I Tax Increment Financing Redevelopment Project Area (the "Project Area"), pursuant to the Tax Increment Allocation Redevelopment Act, as amended, Division 74.4 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-74.4-1 through 11-74.4-11) (the "Act"). Copies of the proposed Redevelopment Agreement for the Project Area are on file and available for examination during normal business hours, Monday through Friday, 9:00 a.m. through 4:00 p.m. in the Office of the Dixmoor Village Clerk, located at 170 West 145th Street, Dixmoor, Illinois 60426. All interested persons are further notified and invited to submit alternative proposals or bids for the Project Area for consideration by the Corporate Authorities from this time or until Tuesday, May 30, 2006, at 4:00 p.m., in accordance with the Tax Increment Redevelopment Act, 65 ILCS/11-74.4-4, et seq. In the event of questions, all persons or parties should not hesitate to contact Juanita Darden, Village Clerk, Village of Dixmoor, 170 West 145th Street, Dixmoor, Illinois 60426, 708.389.6121. /s/Juanita Darden, Village Clerk
0000230701-01

AN ORDINANCE MAKING APPROPRIATIONS FOR CORPORATE PURPOSES FOR THE FISCAL YEAR BEGINNING MAY 1, 2006 AND ENDING APRIL 30, 2007, OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter "Village"). Is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code as from time to time supplemented and amended; and

WHEREAS, the Village of Dixmoor caused to be published in a newspaper of general circulation due notice of a public hearing having occurred with said Ordinance being available to the general public for review and inspection at least ten days prior to its adoption.

NOW, THEREFORE BE IT ORDAINED by the Village of Dixmoor, Cook County, Illinois, as follows:

Section I. That the following sums, or so much thereof as hereby may be needed or deemed a s necessary to defray all expenses and liabilities of the Village of Dixmoor, Cook County, Illinois, for the fiscal year beginning May 1, 2006, and ending April 30, 2007. Such appropriations are hereby made for the following objects and purposes:

GENERAL FUND

General

Government

Salary of Village President	\$9,360
Salary of Village Clerk	\$8,640
Salary of Collector	\$33,280
Salary of Village Trustees (6)	\$51,840
Salaries of Employees - Administration	\$182,000
Payroll Tax and Services	\$150,000
Repairs & Maintenance - Buildings	\$20,000
Repairs & Maintenance - Equipment	\$10,000
Telephon e	\$26,400
Gas	\$15,000
Electric	\$16,000
Printing & Publication	\$6,000
Alarm System	\$2,500
Postage	\$4,000
Professional Services	\$500,000

Office Supplies	\$30,000
Cleaning Supplies	\$10,000
Wireless / Internet Services	\$10,000
Special Events	\$10,000
Property Acquisition	\$75,000

TOTA

L

\$1,170,020

Public Safety - Police Department

Salaries of Employees - Police	\$412,000
Repairs & Maintenance - Equipment	\$20,000
Repairs & Maintenance - Vehicles	\$25,000
Communications	\$25,000
Dues & Subscriptions	\$750
Conferences & Training	\$7,000
Testing & Supplies	\$3,000
Fuel	\$12,000
Uniforms	\$5,000
Prisoner Food	\$500
Equipment / Vehicle Purchase	\$35,000

TOTA

L

\$545,250

Fire Department

Salaries of Employees - Fire	\$470,000
Repairs & Maintenance - Equipment	\$20,000
Repairs & Maintenance - Vehicles	\$20,000
Communications	\$10,000
Dues & Subscriptions	\$750
Conferences & Training	\$7,000
Testing & Supplies	\$5,000
Fuel	\$12,000
Uniforms	\$5,000
Equipment / Vehicle Purchase	\$75,000

TOTA

L

\$624,750

Public Works (Highways, Streets, Bridge & Alley)

Salaries of Employees - Public Works	\$125,000
--------------------------------------	-----------

Repairs & Maintenance - Equipment	\$20,000
Repairs & Maintenance - Vehicles	\$15,000
Repairs & Maintenance - Infrastructure & Systems	\$50,000
Street Lighting	\$25,000
Supplies	\$17,500
Fuel	\$5,000
Equipment / Vehicle Purchase	<u>\$35,000</u>

TOTA

L

\$292,500

Insurance

Workers' Compensation	\$125,000
Health	\$175,000
Liability	<u>\$250,000</u>

TOTA

L

\$550,000

Judgments & Debt

Judgments & Debt	<u>\$500,000</u>
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TOTA

L

\$500,000

SPECIAL REVENUE FUNDS

Motor Fuel Tax

Public Works	\$62,000
Special Service Area	<u>\$40,000</u>

TOTA

L

\$102,000

Narcotics Forfeiture

Public Safety	<u>\$5,000</u>
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TOTA

L

\$5,000

Local Law Enforcement

Grant'

BADGE	<u>\$53,000</u>
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TOTA

L

\$53,000

Tax Increment Financing

(TIF)

General Administration	\$75,000
Professional Services	\$90,000
Property Acquisition, Development, & Conveyance	<u>\$500,000</u>

TOTA
L

\$665,000

**PROPRIETARY
FUNDS**

**Sanitation and Waste
Removal**

Purchase of services	<u>\$156,000</u>
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TOTA
L

\$156,000

Water

Purchase, Distribution, & Fees	\$660,000
Infrastructure Equipment, Maintenance, & Repairs	<u>\$50,000</u>

TOTA
L

\$710,000

CAPITAL PROJECTS FUND

General Infrastructure	<u>\$375,000</u>
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TOTA
L

\$375,000

**DEBT SERVICE
FUND**

Debt Service - Principal	\$75,000
Debt Service - Interest	<u>\$42,000</u>

TOTA
L

\$117,000

**TOTAL ALL
FUNDS**

\$5,865,520.00

Section 2. That any and all money of sums of money appropriated here and not heretofore expended and now in the possession of the Treasury of the Village, and such sums of money as may hereafter come into possession of the Treasury of the

Village is now appropriated for the payment of any and all contingent expenses by this Ordinance.

Section 3. That any balance of money not unexpected and on hand in any of the appropriations and item herein above described may be used for the payment of any lawful corporate debt or charge heretofore incurred by the Village.

Section 4. That any appropriations herein for salaries, wages or other related expenses shall be regarded as a maximum appropriation No employee, officer or agent shall have the right to demand continuous employment and compensation by reason for any appropriation if it becomes necessary to discharge, eliminate or reduce the number of hours worked for a position or employee on account of lack of work or fund. In the case of any vacancy in any office or position herein, the vacancy shall not be required to be filled and there shall exist no necessity thereof, if it is in the best judgment and sole discretion of the Village President and Board of Trustees.

Section 5. Any appropriation herein for any liability, judgment, claim, unpaid bill or debt shall not be construed as an approval of any such liabilities or unpaid bills, but shall be regarded only as an appropriation for the payment thereof, when and if they are found to be valid and legal obligations against the Village.

Section 6. That if any section, subdivision, sentence or line item of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion or provisions of the Ordinance.

Section 7. That this ordinance shall be in full force and effect immediately after its adoption, approval and publication as provided by law.

Section 8. That a certified copy of this Ordinance shall be filed with the Clerk of the County of Cook, State of Illinois, by the Village Clerk within 30 days after its adoption.

ADOPTED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois this 25th day of October, 2006 by the following roll call vote.

VOTING AYE:

Jerry Smith

Henry Murphy

Robert Warren

Yvonne Davis

Yolanda Williams-Corner

Joshua Harrell

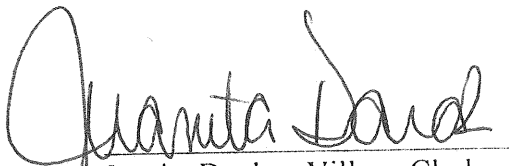
VOTING NAY:

ABSENT:

APPROVED by the Village President of the Village of Dixmoor, Cook County,
Illinois this 25th day October 2006.


Keenan A Grimm, Village President

Attest:


Juanita Darden, Village Clerk

DEC 27 2006

DAVID ORR
TAX EXTENSION DIVISION

ORDINANCE No. 06-KO-12

**AN ORDINANCE LEVYING TAXES IN THE
VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS, FOR THE FISCAL YEAR
BEGINNING MAY 1, 2006, AND ENDING APRIL 30, 2007**

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter "Village"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code as from time to time supplemented and amended; and

WHEREAS, the Village President and Village Board of Trustees of the Village of Dixmoor have heretofore adopted and published and Appropriations Ordinance for the Village, which Ordinance is now in full force and effect for the fiscal year ending April 30, 2007.

NOW THEREFORE BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section I: That the above recitals are incorporated herein and made a part hereof.

Section II: That taxes are hereby levied upon all taxable property within the Village of Dixmoor for the fiscal year ending April 30, 2007, for the following specific purposes:

COOK COUNTY CLERK FUND ACCOUNT	DESCRIPTION OF FUND	STATUTORY AUTHORITY*	AMOUNT	TO BE USED FOR APPROPRIATION PURPOSE/LINE ITEM(S)
001	CORPORATE	65 ILCS 5/8-3-1	\$62,000	GENERAL GOVERNMENT-SALARIES & UTILITIES
004	GARBAGE	65 ILCS 5/11-19-4	\$48,000	SANITATION AND GARBAGE DISPOSAL
009	STREET AND BRIDGE	65 ILCS 5/11-81-1-2	\$15,000	PUBLIC WORKS-STREET LIGHTING
013	FIRE PROTECTION	65 ILCS 5/11-7-1	\$18,000	FIRE DEPARTMENT- WAGES
014	POLICE PROTECTION	65 IL CS /11-1-3	\$18,000	PUBLIC SAFETY-PD-WAGES
016	SOCIAL SECURITY	40 ILCS 5/21-110&5/21-110-1	\$95,000	FICA TAXES
018	AUDIT	65 ILCS 5/8-8-8	\$62,000	ANNUAL AUDIT
019	LIABILITY INSURANCE	745 ILCS 10/9-107	\$225,000	GENERAL LIABILITY INSURANCE
027	PURCHASE AGREEMENT	65 ILCS 5/11-76-1-2	\$60,000	ANNUAL INSTALLMENT CONTRACTS - EQUIPMENT
076	JUDGMENT FUND	745 ILCS 10/9-107	\$50,000	COURT JUDGMENTS & SETTLEMENTS
251	WORKERS COMPENSATION	745 ILCS 10/9-107	\$90,000	WORKERS' COMPENSATION
262	UNEMPLOYMENT INSURANCE	745 ILCS 10/9-107	\$25,000	UNEMPLOYMENT INSURANCE
		SUBTOTAL	\$768,000	
003	BONDS & INTEREST		\$102,000	SPECIAL SERVICE AREA #1
			\$870,000	

*STATUTORY AUTHORITY IS CITED FOR ILLUSTRATION PUPOSES ONLY AND IS NOT INTENDED TO LIMIT THE AUTHORITY OF THE VILLAGE OF DIXMOOR TO LEVY THE TAX INDICATED TO THE PARTICULAR STATUTE .
**PTELL NOT APPLICABLE

Section III: That the Village President and Village Clerk are hereby empowered and directed to file a certified copy of this Ordinance and execute and file all other required documents with the office of the Cook County Clerk, Cook County, Illinois.

Section IV: That all unexpired appropriatins for the fiscal year ending April 30, 2006 are hereby continued for the purpose for which they were appropriated and levied.

Section V: That this Ordinance shall be in full force and effect immediately after its passage adoption and approval and publication as provided by law.

ADOPTED by the Village President and Board of Trustess of the Village of Dixmoor, Cook County, Illinois this 13th day of December, 2006 by the following roll call vote.

PASSED BY THE VILLAGE PRESIDENT AND VILLAGE CLERK OF THE VILLAGE OF DIXMOOR, ILLINOIS, THIS 13th DAY OF December, 2006.

VOTING AYE:

Trustee Jerry Smith Trustee Henry Murphy
Trustee Robert Warren Trustee Joshua Harrell
Trustee Yolanda Williams-Correa Trustee Yvonne Davis

VOTING NAY:

NONE

NONE

ABSENT:

NONE

APPROVED by me this 13th DAY OF December, A.D., 2006.

/s/ Keevan A. Grimmert
Keevan A. Grimmert
Village President

ATTEST:

/s/ Juanita Darden
Juanita Darden
Village Clerk

~~SAMPLE~~

RECEIVED BY
COOK CO. CLERKS OFFICE

DEC 27 2006

DAVID ORR
TAX EXTENSION DIVISION

TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE

I, Juanita Darden, hereby certify that I am the presiding officer of
(Full Name of Presiding Officer) Village Clerk

Village of Dixmoor, and as such presiding officer I certify that the
(Legal Name of Taxing District)

levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of the Illinois Property Tax Code - Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85(2002).

This certificate applies to the 20 06 levy.

Juanita Darden
Signature of Presiding Officer
Village Clerk

12/27/06
Date

06-0-12
ORDINANCE

Sponsored by

**THE HONORABLE MIKE QUIGLEY, JERRY BUTLER, FORREST CLAYPOOL,
EARLEAN COLLINS, JOHN P. DALEY, GREGG GOSLIN, CARL R. HANSEN,
ROBERTO MALDONADO, JOSEPH MARIO MORENO, ANTHONY J. PERAICA,
DEBORAH SIMS AND BOBBIE L. STEELE, COUNTY COMMISSIONERS**

COOK COUNTY CLEAN INDOOR AIR ORDINANCE

WHEREAS, secondhand smoke contains over 4,000 chemical compounds, of which 200 are known poisons including carbon monoxide, arsenic, cyanide, benzene and formaldehyde; and

WHEREAS, the U.S. Environmental Protection Agency classifies secondhand smoke as a "Class A Carcinogen"; and

WHEREAS, the U.S. Center for Disease Control (CDC) estimates that 3,000 lung cancer deaths and more than 35,000 coronary heart disease deaths occur annually among adult nonsmokers in the United States as a result of exposure to secondhand smoke; and

WHEREAS, secondhand smoke is the third leading cause of preventable death in the U.S. and causes cancer, stroke, and heart disease, and has also been linked to Sudden Infant Death Syndrome (SIDS) and exacerbation of asthma symptoms, including triggering asthma attacks; and

WHEREAS, employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and measurable decrease in lung function; and

WHEREAS, the American with Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respiratory function to be a disability; and

WHEREAS, there is no known safe level of exposure to secondhand smoke; and

WHEREAS, the U.S. Surgeon General has determined that the simple separation of smokers and nonsmokers within the same air space may reduce, but does not eliminate, the exposure of nonsmokers to secondhand smoke; and

WHEREAS, the U.S. Environmental Protection Agency has determined that secondhand smoke cannot be reduced to safe levels in businesses by high rates of ventilation; and

WHEREAS, air cleaners, which are only capable of filtering the particulate matter and odors in smoke, do not eliminate the known toxins in secondhand smoke; and

WHEREAS, ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) bases its ventilation standards on totally smoke-free environments because it cannot determine a safe level of exposure to secondhand smoke, which contains cancer-causing chemicals, and ASHRAE acknowledges that the technology does not exist that can remove chemicals from the air that cause cancer; and

*Wednesday
MTG*

WHEREAS, exposure to secondhand smoke costs the nation \$5 billion in direct medical costs and \$5 billion in indirect medical costs annually; and

WHEREAS, limiting the exposure to secondhand smoke will result in considerable savings to taxpayers through the reduction of direct and indirect medical costs for Cook County employees and taxpayers utilizing Cook County health facilities; and

WHEREAS, the states of California, Massachusetts, Rhode Island, Utah, Vermont, Idaho, Connecticut, South Dakota, Maine, Delaware, Florida, New Jersey and Washington adopted protective clean indoor air laws that eliminate workers', patrons', and visitors' exposure to secondhand smoke; and

WHEREAS, since 2002, ninety independent studies have concluded that there is either no economic impact or there is a positive economic impact after the implementation of smoke-free restaurant/bar laws and laws banning smoking in the workplace; and

WHEREAS, the Cook County Board of Commissioners finds and declares that the purposes of this Ordinance are (1) to protect the public health and welfare by prohibiting smoking in all public places and places of employment; and (2) to guarantee the right of nonsmokers to breathe smoke-free air which shall have priority over the desire to smoke.

NOW, THEREFORE, BE IT ORDAINED BY THE COOK COUNTY BOARD OF COMMISSIONERS:

Section 1: Title

This Ordinance shall be known as the Cook County Clean Indoor Air Ordinance.

Section 2: Interpretation with Other Laws

Nothing in this Ordinance supersedes any existing elimination of smoking that is already covered by fire code restrictions.

Section 3: Definitions

The following words and phrases, wherein used in this Ordinance, shall have the following meanings:

"Arcade" means a place of amusement, which contains four or more automatic amusement devices and is not licensed to serve alcoholic liquor.

"Bar/Tavern" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests and patrons on the premises and does not have an on-site kitchen to prepare food. Food service is limited to providing snack items or commercially prepared or wrapped foods that require no preparation.

"Business" means any sole proprietorship, partnership, joint venture, corporation, limited liability company or other business entity formed for profit-making purposes, including without limitation retail

establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

"Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit and a person who volunteers his or her services for a non-profit entity.

"Employer" means any person, business, partnership, association, corporation, including without limitation a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

"Enclosed Area" means all space between a floor and ceiling that is enclosed or semi-enclosed with (i) solid walls or windows (exclusive of doorways), which extend from the floor to the ceiling, or (ii) solid walls with half wall partition and no windows (exclusive of doorways) without limitation to lobbies and corridors.

"Health-Care Facility" means any office or institution providing medical care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including without limitation hospitals, clinics, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists and all specialists within these professions. The definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

"Place of Employment" means any enclosed area under the control of a public or private employer that employees frequent during the course of employment, including without limitation work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways and vehicles. A private residence is not a "Place of Employment" unless it is used as a childcare, adult day care, health care facility, or home-based business of any kind open to the public.

"Public Place" means any enclosed area to which the public is invited or in which the public is permitted, including without limitation banks, educational facilities, government buildings, health care facilities, laundromats, museums, public transportation facilities, reception areas, restaurants, bars/taverns, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "Public Place" unless it is used as a childcare, adult daycare, health care facility, or home-based business of any kind open to the public.

"Private Club" or "lodge" means any not-for-profit association that: (i) has been in active and continuous existence for at least three years; and (ii) has a membership roll of more than 50 bona fide members who pay membership dues on an annual or other periodic basis. For purposes of this section "bona fide members" do not include members who pay membership dues at the time of an amusement produced, presented or conducted by the club or lodge or in conjunction with contracting for production, presentation or conduct of an amusement by the club, as a condition to entering the premises where the amusement is produced, presented or conducted.

"Private Function" means a gathering of persons for the purpose of deliberation, education, instruction, entertainment, amusement or dining where membership or specific invitation is a prerequisite to entry and where the event is not intended to be open to the public.

"Restaurant" means an eating establishment, including without limitation coffee shops, cafeterias, sandwich shops, and private and public school cafeterias that gives or offers for sale, food to the public.

guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "Restaurant" shall include a restaurant bar area.

"Restaurant bar area" means an area of a restaurant that is primarily devoted to the serving of alcoholic liquor.

"Retail Tobacco Store" means any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental and where no one under 18 is permitted.

"Secondhand smoke" or "Involuntary smoking" is a mixture of the smoke given off by the burning ends of a cigarette, pipe, cigar, bidis, and kreteks (sidestream smoke) and the smoke emitted at the mouthpiece and exhaled from the lungs of smokers (mainstream smoke).

"Service Line" means any indoor line at which one (1) or more persons are waiting for or receiving services of any kind, whether or not the service involves the exchange of money.

"Shopping Mall" means any enclosed walkway or hall area that serves to connect retail or professional establishments.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, hookah, or other lighted tobacco product in any manner or in any form.

"Enclosed or Semi-Enclosed" "Sports Arena" or "Recreational Area" means any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller and ice rink, bowling alley and other similar places where members of the general public assemble either to engage in physical exercise, or participate in athletic competition or recreational activity, to witness sports, cultural, recreational or other events.

Section 4: Prohibition of Smoking in Public Places

Smoking shall be prohibited in all enclosed public places and places of employment within the County of Cook, including without limitation the following places:

1. Arcades.
2. Aquariums, galleries, libraries, and museums.
3. Bars/taverns.
4. Bingo facilities.
5. Bowling Alleys.
6. Convention facilities.
7. Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.
8. Health care facilities and adult day care facilities.

9. Day care centers, nursery schools, elementary schools, high schools, community colleges, technical training establishments, specialty schools, colleges, and universities.
10. Lobbies, hallways and other common areas in apartment buildings, condominiums and enclosed common areas in trailer parks.
11. Polling places.
12. Public Transportation under the authority of government agencies, including without limitation buses, trains, taxicabs, and limousines, and ticket boarding and waiting areas of public transit stations.
13. Restaurants, including if applicable, a Restaurant bar area.
14. Restrooms, lobbies, reception areas, hallways, and other enclosed common-use areas.
15. Public elevators and all retail stores where merchandise is displayed and offered for sale.
16. Rooms, chambers, places of meeting or public assembly, including without limitation school buildings, under the control of an agency, board, commission, committee or council or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the County.
17. Service lines.
18. Shopping malls.
19. Sports arenas or recreational areas, including without limitation, enclosed places in outdoor areas.
20. Grocery stores.
21. Public meetings.
22. Gymnasiums.
23. Gaming facilities
24. Public and private school buildings

Section 5: Reasonable Distance

Smoking is prohibited within fifteen (15) feet of any entrance to an enclosed area in which smoking is prohibited.

Section 6: Where Smoking is not Regulated

Notwithstanding any other provision of this Article to the contrary, the following areas shall be exempt from the provisions of this Ordinance, provided smoking is not limited in such areas under the Illinois Clean Indoor Air Act.

1. Private residences, except when used as a licensed childcare, adult care facility, health care facility, or a home-based business of any kind open to the public.
2. Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms provided, however, that not more than twenty-five percent (25%) of the rooms rented to guests in a hotel or motel may be so designated.
3. Private and semi-private rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed or to remain, as the case may be, in a room where smoking is permitted.
4. Private clubs or lodges.

Section 7: Declaration of Establishment as Non-smoking

Notwithstanding any other provision of this Ordinance, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a non-smoking place.

Smoking shall be prohibited in any place in which a sign conforming to the requirements of this Ordinance is posted.

Section 8: Posting of Signs

- A. Every public place and place of employment where smoking is prohibited by this Ordinance shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.
- B. The operator, manager or other person having control of an area where smoking is prohibited by this Ordinance shall remove all ashtrays and other smoking paraphernalia intended for use where smoking is prohibited.

Section 9: Non-retaliation

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Ordinance or reports or attempts to prosecute a violation of this Ordinance.

Section 10: Enforcement

- A. Any law enforcement agency and certified local public health department with jurisdiction shall be authorized to enforce this Ordinance within its jurisdiction. The certified local public health department is the Cook County Department of Public Health, except within those areas within Cook County which are served by another local health department certified by the Illinois Department of Public Health, in which case said certified local health department shall be authorized to enforce the Ordinance.
- B. Any citizen who desires to register a complaint under this Ordinance may file a complaint with the Cook County Department of Public Health. If it does not have jurisdiction, the Cook County Department of Public Health shall transmit the complaint to the appropriate certified local health department.
- C. The Cook County Department of Public Health or designees shall, while an establishment is undergoing other public health inspections, inspect for compliance with this Ordinance.
- D. Any owner, manager, operator, or employee of an establishment regulated by this Ordinance shall inform persons violating this Ordinance of the appropriate provisions thereof.
- E. In addition to the remedies provided by the provisions of this Ordinance, the applicable certified local health department or any person aggrieved by the failure of the owner, operator, manager of other person in control of a public place or a place of employment to comply with the provisions of this Section may apply for injunctive relief to enforce these provisions in any court of competent jurisdiction.

Section 11: Violations and Penalties

- A. A person who smokes in an area where smoking is prohibited by this Ordinance shall be guilty of an infraction, punishable by a fine not more than one hundred dollars (\$100).
- B. A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Ordinance shall be guilty of an infraction, punishable by:
 - 1. A fine not exceeding one hundred dollars (\$100) for the first violation.
 - 2. A fine not more than five hundred dollars (\$500) for the second violation within one (1) year of the first violation.
 - 3. A fine not more than two thousand five hundred dollars (\$2500) for each additional violation within one (1) year and a sixty (60) day suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.
- C. Each day on which a violation of this Ordinance occurs shall be considered a separate and distinct violation.
- D. Fines collected pursuant to this Ordinance will be deposited into a Special Fund created and maintained by the Cook County Treasurer. This Special Fund shall be utilized as directed by the Cook County Board of Commissioners for enforcement, public education purposes relating to the health hazards associated with smoking and for lung related illness programs. The Cook County Board of Commissioners may enter into intergovernmental agreements with local governmental entities to allow distribution of a portion of such Special Fund to such local governmental entities, for use in accordance with these purposes.

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Section 12: Public Education

The Cook County Department of Public Health within its jurisdiction shall engage in a continuing program to explain and clarify the purposes and requirements of this Ordinance to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. Within their jurisdictions, local health departments certified by the Illinois Department of Public Health are authorized to provide the same continuing programs.

Section 13: Other Applicable Laws

This Ordinance shall not be interpreted or be construed to permit smoking where it is otherwise restricted by other applicable laws.

Section 14: Severability

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 15: Applicability of this Ordinance

This Ordinance shall apply to all areas within Cook County, Illinois except those areas which are governed by an ordinance of another governmental entity (which by law may not be superseded by this Ordinance).

Section 16: Effective Date

This Ordinance shall take effect three hundred sixty five (365) days from its passage.

Approved and adopted this 15th day of March 2006.

AN ECONOMIC INCENTIVE AGREEMENT TO INDUCE COMMERCIAL DEVELOPMENT BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND BROWNSTONE/PSG, L.L.C.

THIS ECONOMIC INCENTIVE AGREEMENT (hereinafter referred to as the "Agreement") dated this 31st day of may 2006, by and between the Village of Dixmoor, Cook County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Village") and Brownstone/PSG, L.L.C., an Illinois limited liability company, (hereinafter referred to as the "Developer").

WITNESSETH:

IN CONSIDERATION of the preliminary statements hereinafter set forth, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

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

- A. The Village is a duly organized and existing municipal corporation organized under the laws of the State of Illinois, as from time to time supplemented and amended, and has the authority to promote the health, safety and welfare of the Village and its citizens; to encourage private investment in order to stabilize its small business community, expand commercial operations in the Village and enhance the marketability of property within its corporate limits; to increase and diversify the tax base of the Village; to ameliorate blight; to expand employment opportunities and, to enter into contractual agreements with third persons to achieve these purposes.

- B. The Village has adopted tax increment financing pursuant to the *Illinois Tax Increment Allocation Redevelopment Act*, 65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, (hereinafter referred to as the “*TIF Act*”) in order to implement the goals of economic development, expand the choices for job opportunities and eradicate blight by designating a “*Redevelopment Project Area*” as defined by the TIF Act (hereinafter referred to as the “*Project Area*”) in order to encourage private investment and enhance the tax base of the Village and affected taxing districts through the reinvestment of incremental tax dollars for the payment of certain redevelopment costs as permitted by the TIF Act.
- C. The Developer is a developer of large scale commercial enterprises and has proposed the development of a commercial shopping center development that will include a regional anchor tenant and complimentary commercial tenants within the Project Area; and,
- D. The Village is the titleholder of certain property specifically identified and more fully described in *Exhibit A*, a copy of which is attached hereto and made a part hereof, within the Project Area (hereinafter collectively referred to as the “*Subject Property*”).
- E. In addition to the Subject Property, the Village agrees to use its best efforts and any legal options available to it, including but not limited to its power of eminent domain, to pursue fee simple title to the property specifically identified and more fully described in *Exhibit B*, a copy of which is attached hereto and made a part hereof, within the Project Area (hereinafter collectively referred to as the “*Adjacent*”).

Property”) within one year after the conveyance of the Subject Property to the Developer. If such acquisition occurs by the Village, said Adjacent Property shall forthwith be conveyed to the Developer and automatically be made a part of this Agreement with all terms and conditions herein applying thereto. If the Village is unable to acquire the Adjacent Property within one year after the conveyance of the Subject Property, the Village and Developer thereafter agree to jointly pursue acquisition efforts of the Adjacent Property on terms and conditions mutually acceptable to the parties; and, if such acquisition occurs in a manner agreed to by the parties, said Adjacent Property shall forthwith be automatically made a part of this Agreement with all terms and conditions herein applying thereto.

- F. The Developer requested and received from the Village as approved by the Village on March 9, 2005, an option to purchase the Subject Property in order to proceed with its proposed approximately 40,000 square foot shopping center development and to secure a regional anchor tenant and other commercial tenants for said development (hereinafter referred to as the “*Project*”) and that the Developer on November 22, 2005, exercised said option by giving written notice to the Village for the conveyance of the Subject Property upon securing a regional anchor tenant for its proposed retail shopping center and pursuing the necessary financing for its proposed commercial shopping center development.
- G. The Village has determined that the Project will significantly enhance the redevelopment of the Project Area, as previously designated by the Village President and Board of Trustees of the Village of Dixmoor (hereinafter referred to as the

"Corporate Authorities") pursuant to the TIF Act.

- H. The Village desires the Developer to undertake this Project as it will create a destination point attracting substantial commercial opportunities and commerce within the Village; provide new job opportunities for the residents of the Village; enhance the tax base of the Village and all other affected taxing districts; and improve the health, welfare and prosperity of the entire community.
- I. The Village and Developer have determined that property acquisition, substantial infrastructure, site preparation and professional services are required for the Project and that but for without substantial assistance as permitted by the TIF Act, the Developer would not be able to undertake the Project.
- J. The Village and Developer have agreed that the Village will convey the Subject Property and subsequently the Adjacent Property, if acquired by the Village, at a price of ten dollars (\$10.00), said price being established to induce the Developer to construct the Project (hereinafter referred to as the "*Purchase Price*").
- K. The Village and Developer have further agreed that the Village shall deliver at the time of conveyance a resolution requesting the County of Cook to classify the Subject Property for tax purposes as a Class 8, in accordance with the Cook County Real Property Assessment Classification Ordinance (hereinafter referred to as the "*Class 8 Resolution*") as well as a Class 8 Resolution, if and when conveyance of the Adjacent Property occurs.

II. CONDITIONS PRECEDENT TO THE UNDERTAKINGS BY THE VILLAGE

- A. The Developer represents and warrants that the Developer shall provide \$225,000.00 along with all funds necessary for closing and that the Village shall provide

\$75,000.00, or such sum less the earnest money provided by the Village to the seller of the property described below, to a joint order escrow account which terms and conditions shall be negotiated and agreed to by the parties no less than three (3) business days prior to the closing that is established by the Village on the three parcels of property identified by permanent index numbers (PINs) 29-07-127-005, 29-07-127-006 and 29-07-127-027 and commonly known as 14511 South Western Avenue, Dixmoor, Illinois, pursuant to a Real Estate Purchase Contract by and between the Village and R.V.S. Corporation, dated March 22, 2006, said escrow account to be established at Chicago Title Insurance Company, downtown Chicago office in order for the Village to proceed with its obligations in accordance with the above-described Real Estate Purchase Contract. The Village further agrees to surrender to the Developer all tax proration received at closing from the seller of the above-described property.

- B. The Village represents and warrants that it shall convey to the Developer the Subject Property, which includes the three parcels of property identified by permanent index numbers (PINs) 29-07-127-005, 29-07-127-006 and 29-07-127-027 and commonly known as 14511 South Western Avenue, Dixmoor, Illinois, prior to or at the same time as the closing on the property commonly known as 14511 South Western Avenue, Dixmoor, Illinois. The Developer specifically agrees to pay all cost associated with said closing, including but not limited to all closing cost, escrow and title fees, current and past due taxes, penalties, fees and interest on the Subject Property and to specifically waive all rights to any tax proration on the Subject Property. The Village at the time of closing on the Subject Property shall provide to

the Developer a recordable instrument for both utilities and ingress and egress to and from 145th Street over both that portion of Davis Avenue and that portion of the alley between Davis Avenue and Oakley Avenue not vacated in the plat of vacation recorded as document number 0613932145, on May 19, 2006, a copy of said plat identifying the areas subject to the recordable instrument or such other documentation as agreed to by the parties is attached hereto and made a part hereof as Exhibit C.

- C. The Developer shall submit to the Village, preliminary detailed plans and specifications for all work to be performed for the Project (hereinafter referred to as the “*Plans and Specs*”) and submit a preliminary budget for the acquisition, construction, landscaping and completion of the Project as required by the Plans and Specs, which budget shall include all infrastructure costs, land acquisition cost, engineering fees, site preparation and other professional service fees as permitted by the TIF Act (hereinafter referred to as the “*Budget*”) by July 31, 2006. Upon review of the Plans and Specs by the Village, or its authorized designee, no more than forty-five (45) days after the submission of the preliminary Plans and Specs by the Developer, the Village will approve, comment upon or disapprove the preliminary Plans and Specs. If the Village does not approve the Plans and Specs, the Village shall provide to the Developer its reasons or comments for disapproval of the Plans and Specs. The Village and Developer shall use their best efforts to agree on modified Plans and Specs and the Developer will make such necessary revisions as required by the Village in accordance with its codes and standards and resubmit said Plans and Specs for final approval no more than forty-five (45) days

thereafter, said final approval by the Village shall not be unreasonably delayed and if said delay occurs, it shall not be held against the Developer. In the event of the failure to perform by either party in accordance herewith, the non-defaulting party shall give the defaulting party notice of said non-performance and the defaulting party shall have sixty (60) days after receiving notice to cure any failure to perform.

- D. The Subject Property and Adjacent Property are zoned as B1 Neighborhood Shopping District of the Village and that the Village represents to the Developer that the Project, in accordance with the final approved Plans and Specs, conforms with all current zoning requirements of the Village, it being expressly understood between the parties that any subsequent construction not apart of the final approved Plans and Specs for the Project will be subject to any and all future zoning requirements of the Village.
- E. The Developer shall commence the construction of approximately 40,000 square foot commercial shopping center development in accordance with the final approved Plans and Specs no more than thirty (30) days after final approval is received in writing by the Village, and continue until completion being subject only to acts of God or such other conditions outside the control of the Developers.
- F. Throughout the term of this Agreement, the Village agrees that it shall not impose any more restrictive zoning or development requirements upon the Project than those applicable laws, regulations and requirements in effect as of the date of this Agreement. The provisions of this subparagraph shall include, but not be limited to, a prohibition against amending the zoning classification applicable to the

Project to a more restrictive zoning classification, a prohibition against amending the zoning classification of the Subject Property in a manner which causes the Developer to operate a non-conforming use on the Subject Property and a prohibition against amending any standard pertaining to improvements constructed on the Subject Property in a manner which causes those improvements to be non-conforming.

III. UNDERTAKINGS ON THE PART OF DEVELOPER

- A. The Developer covenants and agrees that the Project shall result in an investment by the Developer or caused by the Developer in an amount equal to approximately \$5,000,000.00.
- B. The Developer hereby covenants and agrees that it shall be responsible to promptly pay, as the same become due, any and all taxes and governmental charges of any kind that may accrue subsequent to the closing of the Subject Property and Adjacent Property, if and when conveyed, with regard to its operation including all real estate taxes assessed against the Subject Property and Adjacent Property, if and when conveyed.
- C. The Developer covenants and agrees that at all times it shall comply with all known and applicable zoning ordinances and regulations, building code, fire code and all other Village ordinances and regulations within thirty (30) days after written notice of any violation of any of the foregoing that are in effect at the time of final approval of the Plans and Specs.
- D. The Developer hereby covenants and agrees to comply with all applicable laws, rules and regulations of the State of Illinois, the United States and all agencies of each of

them having jurisdiction over it.

IV. UNDERTAKINGS ON THE PART OF THE VILLAGE

The completion and satisfaction by the Developer of all of the actions herein set forth, has led the Village to undertake the following:

- A. The Village shall, subject to the limitations hereinafter set forth, reimburse the Developer for "*Redevelopment Project Costs*," as hereinafter defined and categorized on Exhibit D attached hereto and made a part hereof, incurred by the Developer in connection with the development of the Project until the first to occur: termination of the benefits of the TIF Act as provided by law; or, (ii) receipt by the Developer of \$475,000.00 in eligible redevelopment project cost as hereinafter defined.
- B. For purposes of this Agreement, "*Redevelopment Project Costs*" shall mean and include all costs defined as "*Redevelopment Project Costs*" in section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act, including but not limited to land acquisition costs, site preparation cost, electric utility relocation, engineering and architectural cost. The Village shall reimburse the Developer for Redevelopment Project Costs pursuant to the terms and conditions set forth in Article V of this Agreement from its TIF account from time to time, as specifically set forth and defined below:
 - (i) On April 1, 2007; October 1, 2007, April 1, 2008; October 1, 2008, April 1, 2009 and October 1, 2009, the Village shall reimburse and transfer to the Developer in six equal installments of \$75,000.00 for Redevelopment Project Costs in accordance with this Agreement.

(ii) On April 1, 2010, the Village shall reimburse and transfer to the Developer \$25,000.00 (being a single payment on the date identified above) for Redevelopment Project Costs in accordance with this Agreement.

(iii)A All amounts to the Developer shall be used solely to reimburse the Developer for Redevelopment Project Costs in accordance with this Agreement, said Redevelopment Cost are specifically understood and agreed to not exceed \$475,000.00.

THE VILLAGE'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE VILLAGE'S TIF ACCOUNT(S) FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. As used in this Agreement, "*Incremental Taxes*" shall mean the amount of Cook County Real Estate Tax revenues paid in respect to the entire Project Area and all improvements which are attributable to any increase in the equalized assessed value of all property within the Project Area and all improvements over the initial equalized assessed value of all the property therein. It is expressly understood and agreed to by the parties that the Village shall use such funds to reimburse the Developer from contiguous Project Areas, if required, to ensure timely reimbursement of redevelopment project costs in the manner specifically described above. The Village understands and agrees that its obligation to reimburse the Developer for the Redevelopment Project Cost is superior to all future projects within the Project Area and any administrative obligations of the

Village.

V. PROCEDURES FOR REIMBURSEMENT TO THE DEVELOPER.

- A. The Developer has advanced all funds and all costs necessary to (i) assist in the acquisition of a portion of the Subject Property and construct the Project; and, (ii) undertake all other matters eligible for reimbursement pursuant to this Agreement in connection with the foregoing.
- B. In consideration for the development of the Project by the Developer as provided in this Agreement, so long as no event described in Section VII of this Agreement shall have occurred and be continuing, the Village shall reimburse the Developer for (i) the Redevelopment Project Costs incurred by the Developer in respect to the Project as set forth in Exhibit D; and, (ii) subject to the limitations of the TIF Act and this Agreement, Redevelopment Project Costs representing the Developer's construction costs and property acquisition in accordance with the provisions of Section IV. The aggregate payments to the Developer pursuant to this Section shall be as set forth in the schedule of reimbursements herein specified. The Developer shall have the right to reallocate items among line items in Exhibit D when seeking reimbursement therefor pursuant to Section IV of this Agreement.
- C. To establish a right of reimbursement for a specific Redevelopment Project Cost under this Agreement, the Developer shall have fulfilled its obligations under this Agreement and shall have submitted a completed "*Form of Request for Reimbursement*," a copy of which is attached hereto and made a part hereof as Exhibit E. The only reasons for a denial of a reimbursement shall be if the Developer is in breach of any term or condition of this Agreement; if the Redevelopment Project

Cost was not incurred and completed by the Developer in accordance with all applicable Village Code requirements and the provisions of this Agreement, including without limitation, the approved final Plans and Specs; or, that \$475,000.00 has already been paid to the Developer. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act and all judicial interpretations rendered during the term of this Agreement. The Village has no legal obligation to the Developer to attempt to modify said rules or decisions but will assist and cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

- D. The Village shall have no obligations to pay any costs of the Project or to make any payments to any person other than the Developer, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project.

VI. MUTUAL AGREEMENTS

- A. This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution. Each party acknowledges that no representations or warranties have been made which have not been set forth herein.
- B. Time is of the essence.
- C. All notices and requests, if any, required pursuant to this Agreement shall be sent by certified mail or overnight courier. All notices, demand and requests required or permitted to be given under the provisions of this Agreement shall be in writing and

shall be deemed given on the second business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified mail with return receipt requested and postage thereon fully prepaid; or, (b) on the next business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Village:

Keevan Grimmett
Village President
Village of Dixmoor
170 West 145th Street
Dixmoor, Illinois 60426

with copy to:

Kathleen Field Orr & Associates
180 North Michigan Avenue, Suite 1040
Chicago, Illinois 60601

Ms. Bettie Lewis
Corporation Counsel
Village of Dixmoor
170 West 145th Street
Dixmoor, Illinois 60426

If to Brownstone/PSG, L.L.C.:

Ms. Roxanne Gardner
Brownstone/PSG, L.L.C.
225 North Michigan Avenue
Suite 2516
Chicago, Illinois 60601

Mr. Michael O. Brown
Brownstone/PSG, L.L.C.
225 North Michigan Avenue
Suite 2516
Chicago, Illinois 60601

or to such other address as the parties may designate in writing.

- D. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- E. The Developer may not assign this Agreement to any person or entity without the

written consent of the Village, which consent shall not be unreasonably withheld.

- F. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- G. No recourse under or upon any obligation, covenant or provision of this Agreement, or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its agents, officers, officials, attorneys and employees, in excess of any specific sum agreed by the Village to be paid to the Developer or anyone of them, hereunder, subject to the terms and conditions herein; and no recourse under or upon any obligation, covenant or provision of this Agreement, or for any claim based thereon or otherwise in respect thereof shall be had individually against any agent, officer, official, attorney and employee of the Village; and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Developer, his officers, agents, and employees in excess of such amounts; and any such right or claim against the Developer, his officers, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.
- H. This Agreement shall be binding upon the parties heirs, successors and assigns.
- I. This Agreement may be executed in counterparts, each of which shall be deemed original but all of which together shall constitute one and the same instrument
- J. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that not

any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto.

- K. Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.
- L. The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this nondiscrimination clause.
- M. The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall use its best efforts to employ qualified local labor and shall use its best efforts to ensure that its contractors attempt to employ qualified local labor for the construction of the Project. The Developer shall

further use its best efforts to encourage leaseholders within the commercial shopping center development to consider hiring local residents for available employment positions related to their retail operations.

N. This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

VII. DEFAULTS

Except as otherwise provided in this Agreement, in the event of Default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the initial sixty (60) days and the defaulting party has commenced action to cure the default and is diligently proceeding to cure within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that it is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party, may terminate this Agreement and institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

A default on the part of the Developer to comply with any term, representation, warranty, provision or condition of this Agreement after the above described period shall relieve the Village of any and all of its obligations arising pursuant to this Agreement, and such obligations shall be

immediately canceled and without any force or effect, and the Village may take whatever action at law or in equity as may appear necessary or desirable against the Developer, to enforce the performance and observance of any obligation, understanding, covenant or agreement hereunder. Further, upon an occurrence of an event of default by the Developer said parties shall be jointly and severally responsible to the Village for reimbursement of all costs incurred by the Village in seeking to enforce the performance and observance of any obligation, understanding, covenant or agreement as aforesaid, including, but not limited to, costs incurred by use of its employees, officers and attorneys.

In the event of default on the part of the Developer, the Developer shall repay to the Village any and all sums paid to date by the Village under the terms of this Agreement.

VIII. INDEMNIFICATION

The Developer shall indemnify and hold harmless the Village, its agents, officers, officials, attorneys and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at their own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered

against the Village, its agents, officers, officials, attorneys or employees in any such action, the Developer shall, at their own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its agents, officers, officials, employees or contractors.

The Developer hereby covenants and agrees to indemnify, defend and hold harmless the Village, its agents, officers, officials, attorneys and employees, in both their official and individual capacities, from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable attorneys' fees brought by third parties arising from any and all conduct of the Developer, its officers, agents, employees, attorneys and representatives which may arise directly or indirectly after the conveyance of the Subject Property and Adjacent Property to the Developer by the Village or in connection with the construction and operation of the Project or any term or condition contained or required of the Developer within this Agreement. The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith.

The Developer hereby covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had individually against a Village agent, officer, official, attorney or employee, in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by a Village agent, officer, official, attorney or employee in any amount and all and any such rights or claims against a Village officer, agent, attorney, representative or employee are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village, including any liabilities, judgments, costs and expenses and reasonable attorney's fees. The Developer shall, at its own cost

and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith.

The Village agrees to indemnify, defend and hold harmless the Developer from and against any losses, cost (including reasonable attorneys fees), damages, liabilities, claims, suits, actions and expenses suffered or incurred by the Developer arising from or in connection with the failure of the Village to perform its obligations under this Agreement or from any actions resulting from any activity undertaken by the Village on the Subject Property during its ownership and up until the conveyance of the Subject Property to the Developer by the Village.

IX. AGREEMENT TERM

The term of this to the Agreement shall commence as of the date of its execution after approval by the Corporate Authorities of the Village, and expire upon the first to occur: completion of the Project in accordance with all terms and conditions identified herein and the reimbursement to the Developer of a total of \$475,000.00 or December 31, 2010.

Village of Dixmoor, an Illinois municipal corporation

By:

Keenan Grummett
Village President

Attest:

Juanita David
Village Clerk

Brownstone/PSG, L.L.C, an Illinois limited liability company

By:

President

Secretary

EXHIBIT A - SUBJECT PROPERTY

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 259 in Subdivision of the North 10 acres of the Southwest 1/4 of the Northwest 1/4 of Section 7 and that part of Section 12-36-13 South of the Indian Boundary Line, East of Western Avenue and North of the Center of 145th Street in Section 7, Township 36 North, Range 14 East of the Third Principal Meridian.

Permanent Index Nos.:

29-07-127-005-0000
29-07-127-006-0000
29-07-127-007-0000
29-07-127-008-0000
29-07-127-025-0000
29-07-127-026-0000
29-07-127-027-0000
29-07-127-028-0000
29-07-127-029-0000
29-07-127-030-0000
29-07-127-031-0000
29-07-127-032-0000
29-07-127-033-0000
29-07-127-047-0000
29-07-127-048-0000

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 4 in Chase & Dyer's Subdivision of that part of the Southwest 1/4 of the Northwest 1/4 of Section 7-36-14 lying East of Western Avenue except so much as lies within the North 10 acres in Section 7, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Nos.:

29-07-127-012-0000
29-07-127-013-0000
29-07-127-014-0000
29-07-127-015-0000
29-07-127-016-0000
29-07-127-017-0000
29-07-127-018-0000
29-07-127-019-0000
29-07-127-020-0000
29-07-127-021-0000
29-07-127-022-0000
29-07-127-034-0000
29-07-127-035-0000

29-07-127-036-0000
29-07-127-037-0000
29-07-127-038-0000
29-07-127-039-0000
29-07-127-040-0000
29-07-127-041-0000
29-07-127-042-0000
29-07-127-043-0000
29-07-127-044-0000

Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block 258 in Subdivision of the North 10 acres of the Southwest 1/4 of the Northwest 1/4 of Section 7 and that part of Section 12-36-13 South of the Indian Boundary Line, East of Western Avenue and North of the Center of 145th Street in Section 7, Township 36 North, Range 14 East of the Third Principal Meridian.

Permanent Index Nos.: 29-07-128-003-0000
29-07-128-004-0000
29-07-128-005-0000
29-07-128-006-0000
29-07-128-007-0000
29-07-128-008-0000
29-07-128-009-0000
29-07-128-010-0000
29-07-128-011-0000

Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 3 in Chase & Dyer's Subdivision of that part of the Southwest 1/4 of the Northwest 1/4 of Section 7-36-14 lying East of Western Avenue except so much as lies within the North 10 acres in Section 7, Township 36 North, Range 14 East of the Third Principal Meridian.

Permanent Index Nos.: 29-07-128-012-0000
29-07-128-013-0000
29-07-128-014-0000
29-07-128-015-0000
29-07-128-016-0000
29-07-128-017-0000
29-07-128-018-0000
29-07-128-019-0000
29-07-128-020-0000
29-07-128-021-0000
29-07-128-022-0000

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 25, 27, 28, 29, 30, 33, 34, 35 and 36 in Block 5 in Chase & Dyer's Subdivision of that part of the Southwest 1/4 of the Northwest 1/4 of Section 7-36-14 lying East of Western Avenue except so much as lies within the North 10 acres in Section 7, Township 36 North, Range 14 East of the Third Principal Meridian.

Permanent Index Nos.: 29-07-136-001-0000
29-07-136-002-0000
29-07-136-003-0000
29-07-136-004-0000
29-07-136-011-0000
29-07-136-014-0000
29-07-136-015-0000
29-07-136-016-0000
29-07-136-017-0000
29-07-136-018-0000
29-07-136-019-0000
29-07-136-020-0000
29-07-136-021-0000
29-07-136-022-0000
29-07-136-023-0000
29-07-136-024-0000
29-07-136-027-0000
29-07-136-028-0000
29-07-136-033-0000
29-07-136-034-0000
29-07-136-035-0000
29-07-136-036-0000
29-07-136-037-0000
29-07-136-038-0000
29-07-136-039-0000
29-07-136-041-0000

EXHIBIT B - ADJACENT PROPERTY

Lots 26, 31 and 32 in Block 5 in Chase & Dyer's Subdivision of that part of the Southwest 1/4 of the Northwest 1/4 of Section 7-36-14 lying East of Western Avenue except so much as lies within the North 10 acres in Section 7, Township 36 North, Range 14 East of the Third Principal Meridian.

Permanent Index Nos.: 29-07-136-031-0000
 29-07-136-032-0000
 29-07-136-040-0000

EXHIBIT C

Plat of Vacation Recorded as Document Number 0613932145

EXHIBIT D

Redevelopment Project Costs

Electric Utilities Relocation & Related Costs	\$150,000.00
Property Assembly & Acquisition Cost	\$225,000.00
Site Preparation, Demolition, Clearing, Grading, Architectural & Engineering Cost	\$100,000.00
Total	\$475,000.00

EXHIBIT E

Form of Request for Reimbursement

REQUEST FOR REIMBURSEMENT

[Date]

Village of Dixmoor
170 West 145th Street
Dixmoor, Illinois 60426

Re: **Redevelopment Agreement, dated _____, by and between the Village of Dixmoor, Illinois, and Brownstone/PSG, L.L.C. (The "Developer")**

Dear Sir:

You are requested to disburse funds from the Village's TIF Account(s) pursuant to Section IV of the Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Agreement.

1. Request for Reimbursement No.: _____
2. Payment due to: _____
3. Amount to be Disbursed: _____
4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs for the Project detailed in Exhibit D of the Agreement, a copy of which is attached to this Request for Reimbursement.
5. The undersigned certifies that:
 - (i) the amounts included in 3 above were made or incurred or financed and were necessary for the development of the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs identified in the Redevelopment Project Costs Exhibit D described in the Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth on the attached Schedule 1, with paid invoices included for all sums for which reimbursement is requested;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;
 - (v) the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Agreement, including without limitation is not in excess of \$475,000.00.
 - (vi) the Developer is not in default under the Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Agreement.

6. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested, and a copy of the Eligible Redevelopment Project Cost Schedule on which it has been noted all Redevelopment Project Costs heretofore reimbursed to the Developer.

Date: _____

By: _____

APPROVED:

VILLAGE OF DIXMOOR, an Illinois municipal corporation

Date: _____

By: _____

LAW OFFICE
KATHLEEN FIELD ORR & ASSOCIATES

180 NORTH MICHIGAN AVENUE
SUITE 1040
CHICAGO, ILLINOIS 60601

(312) 382-2113

FAX (312) 382-2127

KATHLEEN FIELD ORR
kfo@kfoassoc.com

P. JOSEPH MONTANA
pjm@kfoassoc.com

June 15, 2006

Hand Delivery and Facsimile Transmission
Mr. Ted Makarewicz
203 North LaSalle Street
Suite 2100
Chicago, Illinois 60601

U.S. Mail and Facsimile Transmission
Mr. Michael Caliendo
30W402 Forsythia
Wayne, Illinois 60184

Re: Real Estate Purchase Contract by and between R.V.S. Bookstore, Inc. and the Village of Dixmoor (the "Contract")

Dear Mr. Makarewicz:

Pursuant to Section 20(c) of the Contract, this document shall serve to amend Section 7 of the Contract by deleting the date of "June 16, 2006" and inserting in its stead the date of "June 30, 2006" with all other terms and conditions of Section 7 being unaltered.

It being expressly understood and agreed to by and between the Buyer and Seller that the Buyer, and its Subsequent Buyer, shall allow the Seller to remain on the Property from the closing date up to and until July 14, 2006, and Seller shall not be required to pay any rent for said time but will be responsible for all utilities and all other expenses incurred by Seller. Seller shall be further required to secure and retain liability and property insurance on the Property in an amount no less than one million dollars per occurrence and must name both Buyer and its Subsequent Buyer, Brownstone PSG, L.L.C., as a third-party insured on each and every policy and shall indemnify and hold harmless Buyer and its Subsequent Buyer, Brownstone PSG, L.L.C., against all claims, liabilities and judgments, arising from Seller's continued operation, use and enjoyment of the Property up until the date on which Seller vacates the Property in its entirety. A certificate of insurance identifying Buyer and its Subsequent Buyer, Brownstone PSG, L.L.C., being delivered to Buyer no less than seventy-two (72) hours prior to closing, along with an executed indemnification agreement by the Seller for the benefit of Buyer and its subsequent Buyer, Brownstone/PSG, L.L.C., on the Property on the date of closing and for that period up to and until July 14, 2006, or Seller's vacation of the Property in its entirety.

KATHLEEN FIELD ORR & ASSOCIATES

It being further expressly understood and agreed to by and between the Buyer and its Subsequent Buyer, Brownstone/PSG, L.L.C., and Seller that Brownstone/PSG, L.L.C. shall deposit the sum of twenty-five thousand dollars (\$25,000.00) as non refundable earnest money (the "*Non Refundable Earnest Money*") in an escrow account at Chicago Title Insurance Company on behalf of Buyer for the benefit of Seller. In the event that Buyer fails to perform its obligations under the Contract for the Property on June 30, 2006, and it is determined that Seller is ready, willing and able to perform its obligations under the Contract, then Seller shall have the absolute right to the Non Refundable Earnest Money. In the event that Buyer is prepared to close on the purchase of the Property on June 30, 2006, the Non Refundable Earnest Money shall be applied to and deducted from the Purchase Price at the time of closing.

This amendment being executed in one or more counterparts, each of which shall be deemed an original and binding on Buyer and Seller as if made a part of the original Contract. This amendment further being executed by facsimile transmission in one or more counterparts, by one or both parties, each of which shall be deemed an original and binding on Buyer and Seller as if made a part of the original Contract.

This amendment to the Contract being executed by Seller and Buyer this 15th day of June 2006.

Seller:

By: _____

Its: _____

Attest:

Secretary

Buyer:

By: Devan Burnett

Its: Village President

Attest:

Janita Sand
Village Clerk