

JUN 20 2016

## ORDINANCE NO. 3273

  
City Clerk**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND MAIN STREET  
REDEVELOPERS, LLC RELATING TO THE MAIN STREET ABBEY  
TAX INCREMENT FINANCING DISTRICT AND BUSINESS DISTRICT,  
AND AUTHORIZING THE CITY TO TAKE CERTAIN OTHER ACTIONS  
IN CONNECTION THEREWITH**

**WHEREAS**, the City of Columbia, Illinois (the "City") has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment (TIF) Act, constituting Section 65 ILCS 5/11-74.4-1, et. seq., as amended (the "TIF Act") to share a portion of the incremental tax revenue generated by a redevelopment project within the TIF project area with a developer for the purpose of carrying out the redevelopment of such area pursuant to a specific plan; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 through 65 ILCS 5/11-74.4-11 of the Illinois Compiled Statutes, as amended (the "TIF Act"), the City Council adopted and approved a redevelopment plan entitled "Main Street Abbey Redevelopment Plan and Project" (the "Redevelopment Plan") and designated as the "Main Street Abbey Redevelopment Project Area" (the "Redevelopment Project Area"); and

**WHEREAS**, the City of Columbia, Illinois (the "City") is authorized pursuant to the provisions of the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq., as amended (the "Business District Law") to designate an area within its boundaries as a business district for purposes of carrying out the development or redevelopment of such area pursuant to a specific plan; and

**WHEREAS**, the City Council, pursuant to the Business District Law, previously adopted an ordinance establishing the Main Street Abbey Business District (the "Business District"), approving the "Main Street Abbey Business District Plan" (the "Business District Plan") and authorizing the imposition and collection of certain taxes within the Business District (the "Business District Taxes") to be used to pay for certain eligible costs under the Business District Law and the Business District Plan; and

**WHEREAS**, the City desires to induce Main Street Developers, L.L.C. (the "Developer") to undertake a commercial project within the Business District (the "Redevelopment Project") and has determined that the Redevelopment Project qualifies for funding under the TIF Act and the Business District Law; and

**WHEREAS**, the City has negotiated a Redevelopment Agreement (the "Redevelopment Agreement") with the Developer whereby the City has agreed to provide funding for the Redevelopment Project from Tax Increment Revenues and Business District Taxes generated by the Redevelopment Project to induce the Developer's undertaking and performance of such project, and the Developer has agreed to undertake the Redevelopment Project pursuant to the provisions of the Redevelopment Agreement, and the City desires to approve and authorize the execution and delivery of the Redevelopment Agreement; and

**WHEREAS**, the City Council hereby determines that the implementation of the Redevelopment Project and the fulfillment of the Redevelopment Agreement are in the best interests of the City and the welfare of its residents, and will serve the needs of the community, create jobs, further the development of adjacent areas and strengthen the commercial sector of the City and the region.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBIA, ILLINOIS, AS FOLLOWS:

**Section 1. Incorporation of Recitals.** The City Council hereby finds that the recitals to this Ordinance are true, complete and correct and hereby incorporates them into this Ordinance.

**Section 2. Approval of Redevelopment Agreement.** The City hereby approves the Redevelopment Agreement, in substantially the form set forth as Exhibit A hereto, between the City and Developer relating to the construction of the Redevelopment Project and the collection, administration and application of the Tax Increment Revenues and Business District Taxes, with such changes therein as shall be approved by the officers of the City executing the Redevelopment Agreement, such officers' signatures thereon being conclusive evidence of their approval and the City's approval thereof.

**Section 3. Execution of Redevelopment Agreement.** The Mayor is hereby authorized and directed to execute and deliver the Redevelopment Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 4. Severability.** It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof, and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any part, section or subsection of this Ordinance shall be determined to be or to have been

unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**Section 5. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

**Section 6. Adoption.** This Ordinance shall be in full force and effect from and after its passage, approval and publication, if required, as provided by law.

Alderman Reis moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Martens, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Huch, Reis, Holtkamp and Martens.

NAYS: None.

ABSENT: Alderman Roessler.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor, this 20th day of June, 2016.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

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**REDEVELOPMENT AGREEMENT**

**between**

**CITY OF COLUMBIA, ILLINOIS**

**and**

**MAIN STREET REDEVELOPERS, LLC**

**dated as of**

**June 2, 2016**

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**CITY OF COLUMBIA, ILLINOIS TAX INCREMENT FINANCING REDEVELOPMENT PLAN  
AND BUSINESS DISTRICT PLAN FOR THE  
MAIN STREET ABBEY REDEVELOPMENT PROJECT AREA**

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## REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (this “**Agreement**”) is made and entered into as of June 20, 2016 by and between the City of Columbia, Illinois, an Illinois municipal corporation (the “**City**”), and Main Street Developers, an Illinois limited liability company located at 111 North Main Street, ,Columbia, Illinois 62236 ( “**Developer**”).

### R E C I T A L S

The following Recitals are incorporated herein and made a part hereof.

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

B. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the “**TIF Act**”), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act.

C. Pursuant to the TIF Act, a plan for redevelopment known as the “City of Columbia, Illinois Tax Increment Financing Redevelopment Plan – Main Street Abbey” dated January 29, 2016 (the “**TIF Plan**”) for an area designated therein (the “**Redevelopment Project Area**”), consisting of approximately 6.0 acres, as legally described on **Exhibit A** hereto, has been prepared and reviewed by the City.

D. In accordance with the TIF Act, the City (i) convened a Joint Review Board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and the Redevelopment Project at a meeting of the City Council (the “**Corporate Authorities**”) of the City held on April 4, 2016, notice of such hearing having been given in accordance with the TIF Act.

E. The Corporate Authorities, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances: (1) Ordinance No. 3252 approving the TIF Plan, (2) Ordinance No. 3253 designating the Redevelopment Project Area, and (3) Ordinance No. 3254 adopting tax increment financing for the Redevelopment Project Area, and establishing a special tax allocation fund therefor (the “**Special Tax Allocation Fund**”).

F. The City is authorized pursuant to the provisions of the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 *et seq.* as amended (the “**Business District Law**”) to designate an area within its boundaries as a business district for purposes of carrying out the development or redevelopment of such area pursuant to a specific plan.

G. The City’s exercise of the powers granted in the Business District Law is dedicated to the promotion of the public interest, the enhancement of the tax base within the City, the creation of employment and the eradication of blight; and the use of such powers for the creation, development, improvement, maintenance and redevelopment of business districts is hereby declared to be for the public safety, benefit and welfare of the residents of the City and the State of Illinois, and is essential to the public interest and for public purposes; and

H. A business district plan has been prepared by the consulting firm of PGAV Planners, dated

April 14, 2016, entitled “*Main Street Abbey Business District, Business District Plan*” (the “Business District Plan”), which sets forth a plan for the development and redevelopment of an area which encompasses approximately 3.6 acres of land, and the legal description of the area to be addressed in this Business District Plan is set forth on **Exhibit B** (the “Business District”).

I. Pursuant to Ordinance No. 3255 the City published a notice of public hearing to be held with respect to the approval of the Business District Plan and the designation of the Business District, and the City held a public hearing as provided in such notice on May 2, 2016, at which members of the public were allowed to comment with respect to the provisions of the Business District Plan.

J. On May 2, 2016, the Mayor and the City Council of the City adopted Ordinance No. 3259 making all findings required under the Business District Law to and did cause the adoption of the Business District Plan, the creation of the Business District, the levy of a retailers’ occupation tax and service occupation tax and a hotel operators’ occupation tax within such Business District, to expend the revenues from such district sales tax to facilitate the financing of the Developer’s Development Project, and to enter into this Agreement and to share its Business District Revenues as contemplated herein.

K. Developer has presented a Development Project to the City, to be undertaken by Developer and the City, in accordance with the terms and conditions of this Agreement.

L. Developer agrees to complete the Developer Improvements (as defined herein) in connection with the Developer’s Development Project, subject to the conditions herein and the City’s performance of its obligations under this Agreement.

M. The City strongly supports increased economic development to provide additional jobs for residents of the City, to expand retail business and commercial activity within the City and to develop a healthy economy and stronger tax base. The City and Developer reasonably expect that completion of the Developer’s Development Project will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan.

N. It is necessary for the successful completion of the Developer’s Development Project that the City enter into this Agreement with the Developer to provide for the redevelopment of the Redevelopment Project Area, thereby implementing the Redevelopment Plan.

O. Developer is unable and unwilling to undertake the redevelopment of the Redevelopment Project Area but for Business District Revenues (as hereinafter defined) and certain tax increment financing (“TIF”) incentives to be provided by the City in accordance with the Business District Law, and the TIF Act, which the City is willing to provide under the terms and conditions contained herein. The parties acknowledge and agree that but for the Business District Revenues and TIF incentives to be provided by the City, Developer cannot successfully and economically develop the Redevelopment Project Area in a manner satisfactory to the City. The City has determined that it is desirable and in the City’s best interests to assist Developer in the manner set forth herein, and as this Agreement may be supplemented and amended.

P. Developer proposes to construct the Developer Improvements in connection with the Developer’s Development Project in the Redevelopment Project Area and has demonstrated to the City’s satisfaction that Developer has the experience and capacity to complete the Developer Improvements.

Q. The City, in order to stimulate and induce development of the Redevelopment Project Area, has determined that it is in the best interests of the City to finance certain Developer’s Development Project Costs through Business District Revenues and Incremental Property Taxes, all in accordance with the terms and provisions of the constitution and statutes of the State of Illinois, including the Business District Law, the TIF Act and this Agreement.

R. The Corporate Authorities hereby determine that the implementation of the Developer's Development Project and the fulfillment generally of the Redevelopment Plan are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

S. Pursuant to the provisions of the Business District Law and the TIF Act, the City is authorized to enter into this Agreement to evidence the City's obligation to pay certain Developer's Development Project Costs incurred in furtherance of the Redevelopment Plan and the Developer's Development Project, and to pledge the Business District Revenues and Incremental Property Taxes to the payment of the Reimbursable Developer's Development Project Costs to assist in financing of the Developer's Development Project.

T. This Agreement has been submitted to the Corporate Authorities of the City for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

U. Developer is a duly formed and validly existing limited liability company under the laws of Illinois. The execution, delivery and performance of this Agreement by Developer have been duly and validly authorized by all necessary action on the part of Developer.

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

## **ARTICLE ONE**

### **INCORPORATION OF**

### **RECITALS**

The findings, representations and agreements set forth in the above recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the City and of Developer according to the tenor and import of the statements in such recitals.

## **ARTICLE TWO**

### **DEFINITIONS**

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

**"Agreement"** means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

**"Agreement Term"** means the period beginning as of the effective date of the Redevelopment Plan and concluding on the earlier to occur of: (i) the twenty-third (23<sup>rd</sup>) anniversary of the date of passage and approval of the later of the TIF Ordinance or the Business District Ordinance; or (ii) the date upon

which all of the Reimbursable Developer's Development Project Costs (described below) have been paid by the City to Developer.

**"Approving Ordinance"** means the ordinance(s) of the City to be adopted by the Corporate Authorities, from time to time, authorizing Business District Revenues for the Business District Area and tax increment financing for the Redevelopment Project Area, and all related ordinances, resolutions and proceedings including, without limitation, the TIF Ordinance and the Business District Ordinance.

**"Authorized City Representative"** means the Mayor of the City, the City Administrator or designees or assigns.

**"Business Day"** means a day which is not a Saturday, Sunday or any other day on which banking institutions are required or authorized to close.

**"Business District"** means a district within a City created pursuant to the Business District Law and consisting of the Business District Area.

**"Business District Area"** means the area of the City legally described in **Exhibit B** attached hereto and incorporated by reference herein.

**"Business District Law"** means the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq.

**"Business District Ordinance"** means Ordinance No. 3259 adopted by the City Council on May 2, 2016, Establishing the Main Street Abbey Business District; Approving a Business District Plan; Authorizing the Imposition and Collection of a Sales Tax within such Business District.

**"Business District Revenues"** means all tax revenues received by the City from the retailers' occupation tax and service occupation tax and the hotel operators' occupation tax levied by the City within the Business District, and the rates of such taxes shall be the highest rates permitted by law.

**"Business District Tax Allocation Fund"** means the fund to be created by the City pursuant to the Business District Law in to which are to be deposited the Business District Revenues.

**"Certificate of Substantial Completion"** means a document substantially in the form of **Exhibit D** attached hereto and incorporated by reference herein, delivered by Developer to the City, in accordance with this Agreement in connection with and evidencing the substantial completion of the various Phases of the Developer Improvements as identified on **Exhibit F** attached hereto.

**"Certificate of Reimbursable Developer's Development Project Costs"** means a document, substantially in the form of **Exhibit E** attached hereto and incorporated by reference herein, provided by Developer to the City evidencing Reimbursable Developer's Development Project Costs incurred by Developer with respect to the Developer Improvements as identified on **Exhibit F** attached hereto, which Developer may submit to pay for Reimbursable Developer's Development Project Costs associated with the Developer Improvements.

**"City"** means the City of Columbia, Monroe and St. Clair Counties, Illinois, an Illinois non-home rule municipality.

**"City Attorney"** means an attorney at law or firm of attorneys acceptable to the City and serving in such capacity at any time on behalf of the City, duly admitted to the practice of law before the highest court of the State of Illinois.

**“City Council”** means the City Council of the City of Columbia, Illinois.

**“Concept Plan”** means the plans for the Developer’s Development Project, together with all supplements, amendments or corrections submitted by Developer and approved by the City in accordance with this Agreement, as set forth in **Exhibit C** hereto, as amended from time to time in accordance with this Agreement.

**“Corporate Authorities”** means the Mayor and the City Council.

**“Developer”** means Main Street Developers, LLC, an Illinois limited liability company.

**“Developer’s Development Project”** means the development project for the Redevelopment Project Area described in the Concept Plan attached hereto as **Exhibit C**, and consistent with the Redevelopment Plan.

**“Developer’s Development Project Costs”** means the sum total of all reasonable or necessary costs actually incurred in performing the Work of the Developer’s Development Project and any such costs incidental to the Developer’s Development Project which are authorized for reimbursement under the Business District Law, the TIF Act and the Redevelopment Plan. **Exhibit G** provides an itemized list of such costs, which are available for reimbursement under the Business District Law and the TIF Act and are included in the Reimbursable Redevelopment Project Costs under the Redevelopment Plan.

**“Developer Improvements” and “Work”** mean all work necessary to prepare the Redevelopment Project Area and to construct the improvements for the Developer’s Development Project as more fully described on **Exhibit F** hereto, the completion of which shall be evidenced as set forth in any applicable Certificate of Substantial Completion, and all other work reasonably necessary to effectuate the intent of this Agreement.

**“Governmental Approvals”** means all plat approvals, re-zonings, text amendments or other zoning changes, site or development plan approvals, planned unit development approvals, conditional use permits, re-subdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or similar approvals, utility regulatory approvals, and other approvals pertaining to the roadway widenings and reconfigurations and intersection and other street improvements from the City, Monroe County, the State of Illinois, the appropriate sewer and other utility authorities, the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, and other or similar approvals required for the implementation of the Developer’s Development Project.

**“Incremental Property Taxes”** means that portion of the ad valorem taxes, if any, arising from the taxes levied upon the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increases in the then current equalized assessed valuation of the Redevelopment Project Area over and above the Total Initial Equalized Assessed Valuation of each such pieces of property, all as determined by the County Clerk of the County of Monroe, Illinois, pursuant to and in accordance with the TIF Act, and includes any replacement, substitute or amended taxes.

**“Phase”** means Phases I and II depicted on the Concept Plan as amended from time to time in accordance with this Agreement.

**“Person”** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof.

**“Redevelopment Plan”** means a plan entitled “City of Columbia, Illinois Tax Increment Financing Redevelopment Plan – Main Street Abbey” dated January 29, 2016, approved by the TIF Ordinance, and a plan entitled “Business District Plan – Main Street Abbey Business District,” dated April 14, 2016, approved by the Business District Ordinance, as such plans may be amended from time to time.

**“Redevelopment Project Area”** means a certain area of the City known as the Main Street Abbey Redevelopment Project Area . The Area consists of approximately 6.0 acres, including street rights-of-way, and is more particularly described in **Exhibit A** attached hereto and incorporated by reference herein. The Business District Area, which is more particularly described in **Exhibit B**, is located within this Redevelopment Project Area.

**“Reimbursable Developer’s Development Project Costs”** means those Developer’s Development Project Costs that are eligible for reimbursement to Developer from Business District Revenues under the Business District Law and Incremental Property Taxes under the TIF Act and the Redevelopment Plan in accordance with this Agreement. Such costs shall include, but not be limited to, all site development and land improvements necessary to implement the Developer’s Development Project, including but not limited to building repairs and renovation, grading and site preparation, demolition, construction and/or relocation of streets, roads, sidewalks, sanitary sewers, water mains, drainage and storm water control and detention facilities, legal, engineering and similar design costs provided in conjunction with constructing the eligible improvements.

**“Related Party”** means any party or entity related to Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

**“Special Tax Allocation Fund”** means the Special Tax Allocation Fund created pursuant to the TIF Act and Ordinance No. 3254 adopted by the City Council on April 18, 2016, and includes a Developer Subaccount and any other subaccounts into which the Incremental Property Taxes are from time to time deposited in accordance with the TIF Act, any Approving Ordinance, and this Agreement.

**“State”** means the State of Illinois.

**“Substantial Completion”** or **“Substantially Complete”** or **“Substantially Completed”** means the date on which the Developer delivers the Certificate of Substantial Completion with respect to a phase of the Developer Improvements component of the Developer’s Development Project to the City.

**“TIF Act”** means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, *et seq.*, as amended.

**“TIF Administration Set-Aside”** means a portion of tax increment revenue which shall be set-aside each year for the City to administer the tax increment financing program for the Main Street Abbey Redevelopment Project Area, including compliance with the terms of this Agreement, annual reporting to the State of Illinois and Joint Review Board (JRB), annual meetings of the JRB and similar matters. The amount of the set-aside shall be 5% of tax increment revenue not to exceed \$15,000.00 annually. Nothing herein shall be construed to prevent any additional City administration costs from being reimbursed as part of Redevelopment Project Costs. City shall furnish to Developer back-up and supporting documentation evidencing the amount of the annual TIF Administration Set-Aside in form and substance reasonably satisfactory to Developer.

**“TIF Ordinance”** means Ordinance No. 3254 adopted by the City Council on April 18, 2016, adopting tax increment financing for the Redevelopment Project Area.

**“Total Initial Equalized Assessed Valuation”** means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area as determined by the County Clerk of the County of Monroe, Illinois, for the tax year 2015, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

## ARTICLE THREE

### CONSTRUCTION

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

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) The word “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.
- (d) Headings of Articles and Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (e) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- (f) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- (g) The Mayor, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the City and with the effect of binding the City as limited by and provided for in this Agreement. Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the City as having been properly and legally given by the City.
- (h) In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Gregg Crawford, as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (such individual being an **“Authorized Developer Representative”**). Developer shall have the right to change its Authorized Developer Representative by providing the City with written notice of such change which notice shall be sent in accordance with **Section 8.6** of this Agreement.

## ARTICLE FOUR

### DEVELOPER DESIGNATION AND REDEVELOPMENT PLAN

**Section 4.1. Developer Designation.** The City hereby selects Developer to perform or cause to be performed the Work related to the Developer Improvements and to construct or cause to be constructed the Developer Improvements as provided in this Agreement.

**Section 4.2. Redevelopment Plan.** The City and Developer agree to cooperate in implementing the Developer's Development Project in accordance with the Redevelopment Plan and the parties' respective obligations set forth in this Agreement.

## ARTICLE FIVE

### CONSTRUCTION OF DEVELOPER'S DEVELOPMENT PROJECT

**Section 5.1. Performance of the Work.**

**(a) Construction Schedule – Phase I**

**(i) Commencement –** The Developer shall start construction of Phase I of the Developer Improvements within ninety (90) days of the execution of this Agreement.

**(ii) Completion –** The Developer shall complete Phase I within two (2) years of the commencement of same. The Developer may petition the City for an extension of this completion date pursuant to Section 8.3(b) of this Agreement.

**(b) Construction Schedule - Phase II**

The Developer shall complete Phase II of the Developer Improvements within two (2) years after Immaculate Conception ("ICS") vacates the school. The Developer may petition the City for an extension of this completion date pursuant to Section 8.3(b) of this Agreement..

**(c) Developer Performance Contingent on City Approvals.** The performance of Developer as set forth in this section is premised on Developer receiving timely approval by the City Council of all planning approvals required to accommodate the Concept Plan, including uses requested by Developer for the Developer's Development Project and the timely review and issuance by the City of all Governmental Approvals within its control.

**(d) Approval of Construction Plans.** Within 30 days of receipt of the construction plans, the City shall approve or reject in writing the construction plans according to the standards set forth in its ordinances, rules and regulations in conjunction with this Agreement. The City shall reject construction plans only if the City finds that the construction plans are not in conformance with the Preliminary Plat and/or in accordance with this Agreement or applicable City codes, ordinances or regulations. Any such rejection shall specify any and all deficiencies in the construction plans relating to lack of conformity with the Concept Plan, this Agreement or with applicable City codes, ordinances and regulations; provided that the City's failure to specify deficiencies in the construction plans relating to the City codes, ordinances, regulations and Rezoning Approvals shall not relieve the Developer of its obligations to perform the work in accordance therewith. Furthermore, the Developer's compliance with the City Code does not relieve the Developer or the Developer's architects or engineers from any duty or responsibility with respect to any design or construction of any work associated with or related to this Agreement. Within thirty (30) days after the date the Developer receives written notice of the City's rejection of the construction plans referred to in the latest such notice, the Developer shall submit new or corrected construction plans. The provisions of this Section relating to approval, rejection and resubmission of the construction plans shall continue to apply to resubmission of corrected construction plans until the construction plans have been approved by the City. The Developer shall ensure that all construction work by the Developer or its agents or independent contractors shall be in substantial conformity with the construction plans as finally approved by the City.

## **Section 5.2. Governmental Approvals; Cooperation of the Parties.**

**(a) Governmental Approvals.** The City agrees to cooperate with Developer and to expeditiously process and timely consider all applications for Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State, and this Agreement. The parties specifically agree to use their best efforts to cooperate with each other to obtain all necessary permits and approvals by the Illinois Department of Transportation and other public entities necessary to carry out the Developer's Development Project. The City agrees to cooperate with Developer in the Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the City, and upon request of Developer, will promptly execute any applications or other documents (upon their approval by the City) which Developer intends to file with such other governmental or quasi-governmental entities in connection with the Developer's Development Project. The City shall further promptly respond to, or process, and consider reasonable requests of Developer for: applicable demolition permits, building permits; driveway permits; curb cut permits, or other permits necessary for the construction of the Developer's Development Project.

**(b) Cooperation of the Parties.** The City and the Developer agree to cooperate fully with each other when requested to do so concerning the Developer's Development Project, including but not limited to, the City providing a Statement of City Support for Federal designation leading to obtaining historic tax credits and securing state and/or federal grants.

## **Section 5.3. Concept Plan.**

**(a) Approval of Concept Plan.** The Concept Plan, attached hereto as **Exhibit C** has been approved by the Corporate Authorities.

**(b) Changes.** Developer may make changes to the Concept Plan or any aspect thereof as site conditions or other issues of feasibility may dictate, as may be necessary or desirable to

address the acquisition of additional real property to be included in the description of the real property to be included in the Redevelopment Project Area, or as may be necessary or desirable in the determination of the Developer to enhance the economic viability of the Developer's Development Project, in a manner consistent with applicable City ordinance. The Concept Plan shall also be deemed to be modified from time to time to reflect changes to the locations and configurations of the improvements which comprise the Developer's Development Project to the extent such changes are initiated by Developer or are accepted by Developer in connection with the processing and approval of a concept plan, a site/improvement plan or other Governmental Approvals for Developer's Development Project.

(c) **Changes in Land Use.** Except as provided herein, all changes in land use or related activity in the Redevelopment Project Area shall be subject to the applicable ordinances and laws authorizing or regulating such change or activity, including the Planned Use zoning and Subdivision approvals governing the Redevelopment Project Area.

#### **Section 5.4. Construction of Developer Improvements.**

(a) **Contracts-Developer to Control Construction.** Developer may enter into one or more construction contracts to complete the Developer Improvements. Developer shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, and construction of the Developer Improvements, provided that the same shall, in any event, conform to and comply with the terms and conditions of the Redevelopment Plan and this Agreement, and all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes), subject to any variances and other Governmental Approvals.

(b) **Modification of Construction.** Subject to the provisions set forth in **Section 5.1(a)** regarding Developer Improvements, during the progress of the Developer's Development Project, Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, modification of the areas in which the Developer's Development Project is to be performed or on which buildings or other improvements are to be situated, expansion or deletion of items, revisions to the locations and configurations of improvements, revisions to the areas and scope of the Developer's Development Project, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any portion of the Redevelopment Project Area or as may be necessary or desirable, in the discretion of Developer, to enhance the economic viability of the Developer's Development Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided, however, that the Developer's Development Project as modified shall generally conform to the development concept shown on the Concept Plan, with the Redevelopment Plan and Agreement, and shall comply with applicable law and code, subject to any variances and other Governmental Approvals.

(c) **Modifications After Substantial Completion.** After Substantial Completion of the Developer Improvements, the remaining portion of the Redevelopment Project Area may be regraded, reconfigured, redeveloped or otherwise modified as approved by the City and in a manner conforming to all applicable law and code and consistent with the Redevelopment Plan and this Agreement. New improvements may be added to the remaining portion of the Redevelopment Project Area in connection therewith, from time to time and in such manner as Developer (or its successor(s) in interest, as owner or owners of the affected portion(s) of the Redevelopment Project Area) may determine, provided that any such modifications shall comply with applicable law and code, subject to any variances and other Governmental Approvals, and consistent with the Redevelopment Plan and this Agreement.

#### **Section 5.5. Certificate of Substantial Completion.**

(a) **Developer Improvements.** To establish the completion date of the two

Phases of the Developer Improvements, Developer shall furnish to the City a Certificate of Substantial Completion upon completion of each Phase of the Developer Improvements as described in **Exhibit F** attached hereto.

**(b) City Review.** The City shall, within thirty (30) days following delivery of the Certificate of Substantial Completion with respect to each Phase of the Developer Improvements, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The certificates shall be deemed verified and the Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such thirty (30)-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes Developer with specific written objections to the status of performance based on failure of the construction to be in accordance with Governmental Approvals issued by the City, describing such objections and the measures required to correct such objections in reasonable detail. Developer shall use reasonable efforts to cure such objections. The City shall have no basis to object to the Certificate of Substantial Completion with respect to any aspect of the construction that was previously inspected and approved.

**(c) Recording Certificates of Substantial Completion.** Upon acceptance of the Certificate of Substantial Completion of the Developer Improvements by the City, or upon the lapse of thirty (30) days after delivery thereof to the City without any written objections by the City or request by the City for additional time for review, not to exceed an additional ten (10) days, Developer may record the Certificate of Substantial Completion with respect to each Phase of the Developer Improvements with the Monroe County Recorder, and the same shall constitute conclusive proof of the satisfaction of the Developer agreements and covenants to perform the Work with respect to such Phase (as applicable) of the Developer Improvements pursuant to this Agreement.

## ARTICLE SIX

### REIMBURSEMENT OF DEVELOPMENT COSTS

**Section 6.1. Pledge of Incremental Property Taxes and Business District Revenues.** In consideration of the Developer undertaking the Developer's Development Project and construction of the Developer Improvements, including the incurring of Reimbursable Developer's Development Project Costs under the Redevelopment Plan, the City hereby pledges and agrees to apply the Incremental Property Taxes and Business District Revenues generated from Redevelopment Project Area and the Business District Area deposited into the Special Tax Allocation Fund and Business District Tax Allocation Fund, respectively, in accordance with this Agreement to pay Reimbursable Developer's Development Project Costs incurred by Developer. Except for the TIF Administration Set-Aside, the City agrees that during the Agreement Term, the City shall not further encumber or pledge any portion of the Incremental Property Taxes or Business District Revenues generated from the Redevelopment Project Area or the Business District Area to any other project or obligation or take any action inconsistent with the terms and intent of this Agreement.

**Section 6.2. Reimbursable Developer's Development Project Costs.** Upon completion of each Phase of the Developer Improvements, Developer may deliver to the City a Certificate of Reimbursable Developer's Development Project Costs in substantially the same form as **Exhibit E** attached hereto for all Reimbursable Developer's Development Project Costs incurred for the applicable Phase. This Certificate should be submitted at the same time that the Developer submits its Certificate of Substantial Completion to the City. Developer shall, at the City's request, provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify. Developer shall also certify that such costs are eligible for reimbursement under the Business District Law and the TIF Act. The City shall promptly approve or disapprove such Certificate, but in any event no later than thirty (30) days after

the submittal thereof. If the City disapproves of the Certificate, it shall state in writing the reasons therefor, identifying the ineligible costs and the basis for determining the costs to be ineligible, whereupon Developer shall have the right to identify and substitute other Developer's Development Project Costs as Reimbursable Developer's Development Project Costs with a supplemental application for payment. All non-disputed costs will be timely paid. If the City fails to approve or disapprove the Certificate within thirty (30) days of the submittal thereof, the Certificate shall be deemed approved.

As funds become available in the Special Tax Allocation Fund and Business District Tax Allocation Fund, the City will remit payment to Developer within thirty (30) days from the time those funds first become available for distribution.

**Section 6.3. Reimbursement from Business District Revenues and Incremental Property Taxes Limited to Reimbursable Developer's Development Project Costs.** The parties agree that each of the categories of costs set forth in the Redevelopment Plan constitute Reimbursable Developer's Development Project Costs which are eligible for reimbursement in accordance with the Business District Law, the TIF Act and this Agreement. Subject to the provisions of the Business District Law and the TIF Act, Developer shall be entitled to reimbursement for Developer's Development Project Costs from any of the categories set forth therein and as agreed to within this Redevelopment Agreement.

**Section 6.4. Annual Accounting and Adjustments.** After the close of each calendar year during the Agreement Term (in any event not later than February 15<sup>th</sup> of the February immediately following the close of the calendar year), the City shall cause its Treasurer or other financial officer charged with responsibility for the Special Tax Allocation Fund and Business District Tax Allocation Fund to provide to Developer an accounting of the receipts and expenditures from the Special Tax Allocation Fund and Business District Tax Allocation Fund at the close of the calendar year.

## ARTICLE SEVEN

### SPECIAL TAX ALLOCATION FUND AND BUSINESS DISTRICT TAX ALLOCATION FUND; COLLECTION AND USE OF INCREMENTAL PROPERTY TAXES AND BUSINESS DISTRICT REVENUES

**Section 7.1. Certificate of Total Initial Equalized Assessed Value.** The City will provide to Developer, simultaneous with the execution of this Agreement, a true, correct and complete copy of the calculation by the County Clerk of The County of Monroe, Illinois, of the Total Initial Equalized Assessed Value of all taxable property within the Redevelopment Project Area, determined pursuant to the TIF Act.

#### Section 7.2 Special Tax Allocation Fund and Business District Tax Allocation Fund.

**(a) Establishment of the Special Tax Allocation Fund, the Business District Tax Allocation Fund, and Other Funds and Accounts.** The City hereby agrees to cause its Treasurer to establish and maintain funds in a City of Columbia, Illinois Special Tax Allocation Fund ("Special Tax Allocation Fund"), City of Columbia, Illinois Business District Tax Allocation Fund ("Business District Tax Allocation Fund"), as well as a Developer Subaccount and any other accounts or subaccounts as required by the Approving Ordinance and this Agreement.

The Special Tax Allocation Fund and Business District Tax Allocation Fund shall be maintained by the City as separate and distinct trusts and the moneys therein shall be held, managed, invested, disbursed, and administered by the City. All moneys deposited in the Special Tax Allocation Fund and Business District Tax Allocation Fund shall be used solely for the purposes set forth in the applicable Approving Ordinance and as provided herein. The City's Treasurer shall keep and maintain adequate records pertaining to the Special Tax Allocation Fund and Business District Tax Allocation Fund and any accounts required by the

Approving Ordinance and all disbursements therefrom.

**(b) Deposits into the Special Tax Allocation Fund.** All Incremental Property Taxes generated from the Redevelopment Project Area and any taxes, fees, or assessments subsequently enacted and imposed in substitution therefor and allocable to such accounts to the extent authorized by law shall be deposited into the Special Tax Allocation Fund as soon as they become available; provided, however, that the payment to Developer of Reimbursable Developer's Development Project Costs from TIF revenues is limited to \$1.1 million. Any and all interest earnings from moneys on deposit in the Special Tax Allocation Fund shall become part of the Special Tax Allocation Fund to be applied as provided in **Section 7.3** of this Agreement.

**(c) Deposits into the Business District Tax Allocation Fund.** Business District Revenues generated from the Business District Area shall be deposited into the Business District Tax Allocation Fund as soon as they become available; provided, however, that the payment to Developer of Reimbursable Developer's Development Project Costs from Business District Revenues is limited to \$800,000.00 Any and all interest earnings from moneys on deposit in the Business District Tax Allocation Fund shall become part of the Business District Tax Allocation Fund to be applied as provided in Section 7.3 of this Agreement.

**(d)** Except for the amounts of the Incremental Property Taxes to be distributed to the City in accordance with the Redevelopment Plan, the City agrees that during the Agreement Term, the City shall not further encumber or pledge, on a superior or parity lien basis, any portion of the Incremental Property Taxes or Business District Revenues to be deposited in or on deposit in and to the credit of the Special Tax Allocation Fund or Business District Tax Allocation Fund or take any action inconsistent with the terms and intent of this Agreement.

**Section 7.3. Application of Incremental Property Taxes and Business District Revenues.** The City hereby agrees to apply one hundred percent (100%) of all Incremental Property Taxes generated from the Redevelopment Project Area and one hundred percent (100%) of the Business District Revenues from the Business District Area as provided in this Agreement as follows:

**(a)** first, transfer to the City an amount sufficient to reimburse the City for the annual TIF Administration Set-Aside; and

**(b)** second, transfer to Developer an amount sufficient to pay the outstanding amount due to Developer for all Reimbursable Developer's Development Project Costs and Developer Improvements up to but not to exceed the amount of the Reimbursable Developer's Development Project Costs identified in Exhibit G; and

**(c)** third, transfer any remaining amount in the Special Tax Allocation Fund to the City for distribution as surplus in accordance with the TIF Act; and

**(d)** fourth, transfer any remaining amounts in the Business District Tax Allocation Fund to the City for use in maintaining the infrastructure in the Business District Area.

**Section 7.4. Cooperation in Determining Incremental Property Taxes and Business District Revenues.** The City and Developer (or its successors in interest) agree to cooperate and take all reasonable actions necessary to cause the Incremental Property Taxes to be paid into the Special Tax Allocation Fund, and the Business District Revenues into the Business District Tax Allocation Fund, and other accounts pursuant to this Agreement, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

## ARTICLE EIGHT

### GENERAL PROVISIONS

#### Section 8.1. Successors and Assigns.

(a) **Agreement Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

(b) **Assignment.** Until Substantial Completion of the Developer Improvements, the rights, duties and obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed and shall be given upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete such portions of the Work or any component thereof proposed to be assigned, all in accordance with this Agreement. All or any part of the Redevelopment Project Area or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time following Substantial Completion of each Phase of the Developer Improvements, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned. Upon Developer's transfer or conveyance of any part of or interest in the Redevelopment Project Area or assignment of any interest under this Agreement, as authorized by and pursuant to the provisions of this subparagraph, Developer shall be released from further obligation under this Agreement with respect to such Redevelopment Project Area interest conveyed or rights assigned, and such Redevelopment Project Area interest conveyed shall be released from further obligation under this Agreement.

(c) **City Consent to Assignment.** Notwithstanding any provision herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (i) the right of Developer to encumber or collaterally assign its interest in the Redevelopment Project Area or any portion thereof to secure loans, advances or extensions of credit to finance, or from time to time, refinance all or any part of Developer's Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; and (ii) the right of Developer to assign Developer's rights, duties and obligations under this Agreement to a Related Party, or among entities comprising Developer.

**Section 8.2. Remedies.** Except as otherwise provided in this Agreement and subject to Developer's and the City's respective rights of termination hereof as set forth in **Sections 10.2 and 10.3**, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within sixty (60) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property in the Redevelopment Project Area which has been or is being developed or used in accordance with the provisions of this Agreement.

#### Section 8.3. Force Majeure and Other Extensions of Time for Performance.

(a) **Force Majeure.** Neither the City nor Developer nor any successor in interest shall

be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay in Developer's construction of any phase of the Developer's Development Project caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings which restrict or impair the orderly development of any phase of Developer's Development Project (including, but not limited to, condemnation or eminent domain proceedings), orders of any kind of any court or governmental body which restrict or impair the orderly development of any phase of Developer's Development Project, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, mine subsidence, war, invasion or acts of a public enemy, serious accidents, arrests, failure of utilities, governmental restrictions or priorities, failure to timely process or issue any permits and/or legal authorization by necessary governmental entity, including Governmental Approvals, failure of utilities to timely extend service to the site, shortage or delay in shipment of material or fuel, any actual or threatened litigation relating to the validity of this Agreement, the designation of the Redevelopment Project Area, the Redevelopment Plan, Developer's Development Project, the adoption of tax increment financing under the TIF Act within the Redevelopment Project Area, the City's use and pledge of the Incremental Property Taxes pursuant to this Agreement, the creation of the Business District pursuant to the Business District Law, the City's use and pledge of the Business District Revenues pursuant to this Agreement, or any of the ordinances approving the same, or other causes beyond the responsible party's reasonable control.

The party claiming any extension caused by force majeure shall have the burden of proof in establishing such cause.

**(b) Extension of Time for Performance.** In addition to the foregoing, periods provided herein for commencement or Substantial Completion of any phase of the Developer Improvements shall be automatically extended for periods of delay in obtaining required planning approvals with respect to the Redevelopment Project Area or Governmental Approvals, and may also be extended, for reasonable cause, from time to time, upon application of the Developer to the City Council and upon finding by the City Council that the requested delay is reasonably justified, and does not materially affect the ultimate completion of the current phase of the Developer Improvements.

**Section 8.4. Actions Contesting the Validity and Enforceability of the Development Plan, the Agreement and Related Matters.** If a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Project Area, any portion thereof, this Agreement, the designation of the Redevelopment Project Area, the Redevelopment Plan, Developer's Development Project, the adoption of tax increment financing under the TIF Act within the Redevelopment Project Area, the City's use and pledge of the Incremental Property Taxes pursuant to this Agreement, the creation of the Business District pursuant to the Business District Law, the City's use and pledge of the Business District Revenues pursuant to this Agreement, or any of the ordinances approving the same, the City shall promptly, and in any event prior to filing any responsive pleadings, notify Developer in writing of such claim or action. Developer may, at its option, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which Developer has assumed the defense and as to which Developer will pay the costs and amounts of any such settlement or compromise) with counsel of Developer's choosing, and the parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding. Subject to the provisions of the TIF Act, Business District Law, and this Agreement, all costs incurred by Developer and the City, as authorized by the Redevelopment Plan and this Redevelopment Agreement, shall be deemed to be Reimbursable Developer's Development Project Costs and reimbursable from moneys in the Special Tax Allocation Fund and Business District Tax Allocation Fund, subject to **Article VI and Article VII** hereof. In the event Developer does not elect to assume the defense of such claim or action, the City shall undertake

such defense, shall copy Developer and its counsel on all correspondence relating to any such action, shall consult with Developer and its counsel throughout the course of any such action, and shall not settle or compromise any claim or action without Developer's prior written consent.

**Section 8.5. Insurance.** Prior to the commencement of construction of any buildings that are part of the Developer Improvements, Developer shall obtain workers' compensation and comprehensive general liability insurance coverage in amounts customary in the industry for similar type projects.

**Section 8.6. Notice.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally, or if deposited with a nationally recognized overnight courier service prepaid and specifying the overnight delivery and addressed to the party at its address as provided herein:

If to City: City Clerk  
City of Columbia  
208 S. Rapp Avenue  
P.O. Box 467  
Columbia, IL 62236

And: Terry I. Bruckert  
City Attorney  
Bruckert, Gruenke & Long, P.C.  
1002 East Wesley Drive  
Suite 100  
O'Fallon, IL 62269

If to Gregg Crawford  
Main Street Redevelopers, LLC  
111 North Main Street  
Columbia, IL 62236

And: Anthony P. Gilbreth  
Crowder & Scoggins, Ltd.  
121 W. Legion Ave.  
P.O. Box 167  
Columbia, IL 62236

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 8.7. Conflict of Interest.** No member of the Corporate Authorities, the Joint Review Board, or any branch of the City's government who has any power of review or approval of any of Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Project Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. As provided in the TIF Act and Business District Law, any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Council the nature of such interest and seek a determination by the City Council with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

**Section 8.8. Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

**Section 8.9. Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

**Section 8.10. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

**Section 8.11. Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**Section 8.12. Representatives Not Personally Liable.** No official, agent, employee, City Attorney, or representative of the City (the “**City Representatives**”) shall be personally liable to Developer, and no member, manager, shareholder, director, officer, agent, employee, consultant or representative of Developer shall be personally liable to the City or the City Representatives in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party under the terms of this Agreement.

**Section 8.13. Recordation of Agreement.** The parties agree that a memorandum of this Agreement may be recorded with the Monroe County Recorder of Deeds.

**Section 8.14. Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the City and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

**Section 8.15. No Joint Venture, Agency or Partnership.** Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

**Section 8.16. Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City’s code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

**Section 8.17. Compliance with Agreement and Laws During Construction; Prevailing Wages.** The Developer shall at all times undertake the Developer’s Development Project, including any related activities in connection therewith, in conformance with this Agreement, all applicable federal and state laws, rules and regulations and all City Codes. To the extent that the construction of the Developer’s Development Project under this Agreement is a “public work” within the meaning of the Prevailing Wage Act of the State of Illinois (820 ILCS 130/0.01 *et seq.*, the “**PW Act**”), the Developer shall assume the risk of compliance with the PW Act. The PW Act requires contractors and subcontractors performing work on behalf of Developer on the public works portion of the Developer’s Development Project to pay laborers, workers and mechanics no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. IDOL publishes the prevailing wage rates on its

website at <http://labor.illinois.gov/>. IDOL revises the prevailing wage rates, and any contractor/subcontractor on the Project has an obligation to check the IDOL's website for revisions to the prevailing wage rates. The Developer shall require all contractors and subcontractors performing such work on the Developer's Development Project to comply with all requirements of the PW Act, including, but not limited to, all wage requirements and all notice, record keeping and monthly filing duties. Any agreement of the Developer related to the Developer's Development Project with any contractor or subcontractor shall, to the extent applicable, contain provisions substantially similar to those required of the Developer under this Agreement.

**Section 8.18 Further Assurances.** Each Party agrees to perform any other acts or execute and deliver any other documents, instruments or agreements which may be reasonably necessary to effectuate the purpose of and to carry out the provisions of this Agreement.

## ARTICLE NINE

### RELEASE AND INDEMNIFICATION

**Section 9.1. City.** The City and its governing body members, officers, agents and employees and the City Attorney shall not be liable to Developer for damages or otherwise in the event that all or any part of the TIF Act, the Business District Law, the Redevelopment Plan, Developer's Development Project or this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein, or Developer is prevented from enjoying the rights and privileges herein; provided that nothing in this paragraph shall limit: (i) Claims by Developer to Incremental Property Taxes and Business District Revenues pledged to payment of Reimbursable Developer's Development Project Costs pursuant to this Agreement, or (ii) Actions by Developer seeking specific performance of this Agreement, other relevant contracts, or of zoning or planning approvals or Governmental Approvals issued by the City.

All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City shall be personally liable to Developer in the event of a default or breach by any party under this Agreement.

The City releases from, and covenants and agrees that Developer, its members, managers, officers, agents, and employees shall not be liable for any and all claims, suits, damages, expenses or liabilities arising out of (1) the acquisition of the portion of the Redevelopment Project Area owned by Developer, (2) the operation of all or any part of the Redevelopment Project Area, or the condition of the Redevelopment Project Area, including, without limitation, any environmental cost or liability, (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of the City or its agents in connection with or relating to Developer's Development Project or the Redevelopment Project Area, except for matters arising out of the negligence or malfeasance, misfeasance or nonfeasance of Developer or any official, agent, employee, consultant, contractor or representative of Developer.

**Section 9.2. Developer.** Developer releases from, and covenants and agrees that the City and its governing body members, officers, agents, and employees and the City Attorney shall not be liable for any and all claims, suits, damages, expenses or liabilities arising out of (1) the acquisition of the portion of the Redevelopment Project Area owned by Developer, (2) the operation of all or any part of the Redevelopment Project Area, or the condition of the Redevelopment Project Area, including, without limitation, any environmental cost or liability, (3) negotiations, inspections, acquisitions, preparations,

construction, leasing, operations, and other activities of Developer or its agents in connection with or relating to Developer's Development Project or the Redevelopment Project Area, and (4) any loss or damage to the Redevelopment Project Area, or any injury to or death of any person occurring at or about or resulting from any defect in the performance of the Developer Improvements, except for matters arising out of the negligence or malfeasance, misfeasance or nonfeasance of the City or any official, agent, employee, consultant, contractor or representative of the City.

## ARTICLE TEN

### TERM

**Section 10.1. Term of Agreement.** This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate on expiration of the Agreement Term; provided that this Agreement may terminate sooner upon the earlier of the delivery of a written notice by Developer or the City (and recordation of a copy of such notice with the Monroe County Recorder) that this Agreement has been terminated pursuant to **Section 10.2, 10.3 or 10.4** hereof.

**Section 10.2. Developer's Right of Termination.** Developer has the right to terminate this Agreement at any time upon not less than sixty (60) days written notice to the City.

**Section 10.3. City's Right of Termination.** The City may only terminate this Agreement if Developer fails to satisfy the provisions of **Section 5.1(a)** within the times specified therein, as the same may be modified pursuant to the terms of this Agreement, and on such termination all rights and obligations of Developer and the City hereunder shall terminate, except as provided in Section 10.5.

**Section 10.4. Cancellation.** In the event Developer or the City shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Developer's duty to construct Developer Improvements, by the order of any court of competent jurisdiction, or in the event that all or any part of the TIF Act or Business District Law or any ordinance or resolution adopted by the City in connection with Developer's Development Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and agreements or rights and privileges of Developer or the City, then and in any such event, the party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Developer's Development Project materially affected) by giving written notice thereof to the other within thirty (30) days after such final decision or amendment. If the City terminates this Agreement pursuant to this **Section 10.4**, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

**Section 10.5. Obligations Remain Outstanding.** On termination of this Agreement pursuant to **Sections 10.2, 10.3 or 10.4**, all outstanding obligations of the City to reimburse Developer for Business District Revenues or Incremental Property Taxes shall remain outstanding, and the City shall continue to process payments to Developer in accordance with the terms of this Agreement. If Developer has submitted to the City, within 60 days after the termination of this Agreement pursuant to this section, a Certificate of Reimbursable Developer's Development Project Costs, but the City has not yet approved such certificate, the City shall review and process such Certificates in accordance with **Section 6.2** hereof which shall become part of the outstanding obligations surviving the termination of this Agreement in accordance with this **Section 10.5**.

## ARTICLE ELEVEN

### REPRESENTATIONS OF THE PARTIES

**Section 11.1. Representations of the City.** The City hereby represents and warrants that (a) the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver this Agreement and to perform all terms and obligations of this Agreement, and (b) this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

**Section 11.2. Representations of Developer.** Developer hereby represents and warrants that (a) it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings, and (b) this Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

## ARTICLE TWELVE

### EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the City, with said date being inserted on pages 1 and 2 hereof.

[END OF TEXT OF THIS AGREEMENT. SIGNATURE PAGE  
AND EXHIBITS FOLLOW THIS PAGE.]

**IN WITNESS WHEREOF**, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals, if applicable, to be affixed thereto, and attested as to the date first above written.

(SEAL)

**CITY OF COLUMBIA, ILLINOIS**

By: Kevin Hutchinson  
Name: Kevin B. Hutchinson  
Title: Mayor

Attest:

By: Wesley J. Coffman  
Name: Wesley J. Coffman  
Title: City Clerk

Approved as to Form:

By: Terry I. Bruckert  
Name: Terry I. Bruckert  
Title: City Attorney

**Developer:**

**MAIN STREET REDEVELOPERS, LLC**

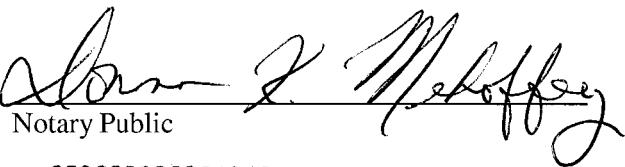
By: Gregg Crawford  
Gregg Crawford, Manager/Member

STATE OF ILLINOIS )

COUNTY OF Monroe )

On this 24 day of June, 2016, before me appeared Kevin Hutchinson, who being, by me duly sworn, did say that he is the Mayor, City of Columbia, Illinois, unit of local government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public

My term expires:

08-13-2017

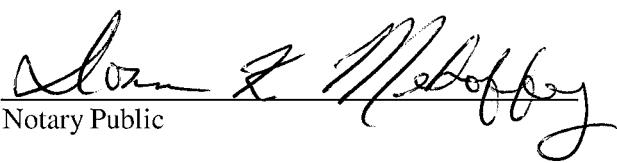


STATE OF IL )

COUNTY OF Monroe )

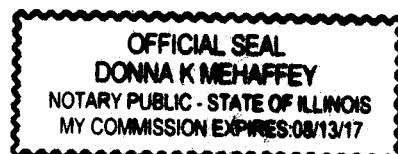
On this 17<sup>th</sup> day of June, 2016, before me appeared Gregg Crawford, to me personally known, who being, by me duly sworn, did say that he is the Manager of Main Street Developers, LLC, an Illinois limited liability company, and that the foregoing instrument was signed on behalf of said company, and he further acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public

My Commission expires:

08-13-2017



**Exhibit A**

**Legal Description**

**Main Street Abbey Redevelopment Project Area**

THE "ORIGINAL TOWN OF COLUMBIA", RECORDED IN THE SURVEYOR'S OFFICIAL PLAT RECORD "A" TOWN LOTS ON PAGE 28

BEGINNING AT THE INTERSECTION OF THE NORTHWEST LINE OF EAST LIBERTY STREET WITH THE NORTHEAST LINE OF SOUTH METTER STREET; THENCE SOUTHEAST ALONG SAID NORTHEAST LINE OF SOUTH METTER STREET TO THE INTERSECTION WITH THE SOUTHEAST LINE OF EAST MADISON STREET; THENCE SOUTHWEST TO THE INTERSECTION WITH THE NORTHEAST LINE OF SOUTH MAIN STREET; THENCE SOUTHWEST TO THE INTERSECTION WITH THE SOUTHWEST LINE OF SOUTH MAIN STREET AND THE SOUTHEAST LINE OF WEST MADISON STREET; THENCE SOUTHWEST TO THE EASTERLY PROLONGATION OF THE SOUTHWEST LINE OF LOT 37; THENCE NORTHWESTERLY ALONG SAID EASTERLY PROLONGATION AND THE SOUTHWEST LINES OF LOTS 37 AND 38 AND THE NORTHWESTERLY PROLONGATION OF LOT 38 TO THE NORTHWEST LINE OF WEST WASHINGTON STREET; THENCE NORTHEAST TO THE SOUTHWEST LINE OF SOUTH MAIN STREET; THENCE NORTHWEST TO THE NORTHWEST LINE OF WEST LIBERTY STREET; THENCE ACROSS SOUTH MAIN STREET TO THE NORTHWEST LINE OF EAST LIBERTY STREET; THENCE NORTHEAST ALONG THE NORTHWEST LINE OF EAST LIBERTY STREET TO THE POINT OF BEGINNING.

**Exhibit B**

**Legal Description**

**Business District Area**

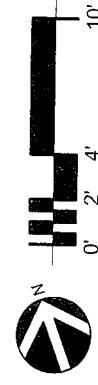
THE "ORIGINAL TOWN OF COLUMBIA", RECORDED IN THE SURVEYOR'S OFFICIAL PLAT RECORD "A" TOWN LOTS ON PAGE 28

BEGINNING AT THE INTERSECTION OF THE NORTHWEST LINE OF EAST LIBERTY STREET WITH THE NORTHEAST LINE OF SOUTH METTER STREET; THENCE SOUTHEAST ALONG SAID NORTHEAST LINE OF SOUTH METTER STREET TO THE INTERSECTION WITH THE SOUTHEAST LINE OF EAST MADISON STREET; THENCE SOUTHWEST TO THE INTERSECTION WITH THE NORTHEAST LINE OF SOUTH MAIN STREET; THENCE SOUTHWEST TO THE INTERSECTION WITH THE SOUTHWEST LINE OF SOUTH MAIN STREET AND THE SOUTHEAST LINE OF WEST MADISON STREET; THENCE SOUTHWEST TO THE EASTERLY PROLONGATION OF THE SOUTHWEST LINE OF LOT 37; THENCE NORTHWESTERLY ALONG SAID EASTERLY PROLONGATION AND THE SOUTHWEST LINES OF LOTS 37 AND 38 AND THE NORTHWESTERLY PROLONGATION OF LOT 38 TO THE NORTHWEST LINE OF WEST WASHINGTON STREET; THENCE NORTHEAST TO THE SOUTHWEST LINE OF SOUTH MAIN STREET; THENCE NORTHWEST TO THE NORTHWEST LINE OF WEST LIBERTY STREET; THENCE ACROSS SOUTH MAIN STREET TO THE NORTHWEST LINE OF EAST LIBERTY STREET; THENCE NORTHEAST ALONG THE NORTHWEST LINE OF EAST LIBERTY STREET TO THE POINT OF BEGINNING.

**EXHIBIT C**  
**CONCEPT PLAN**



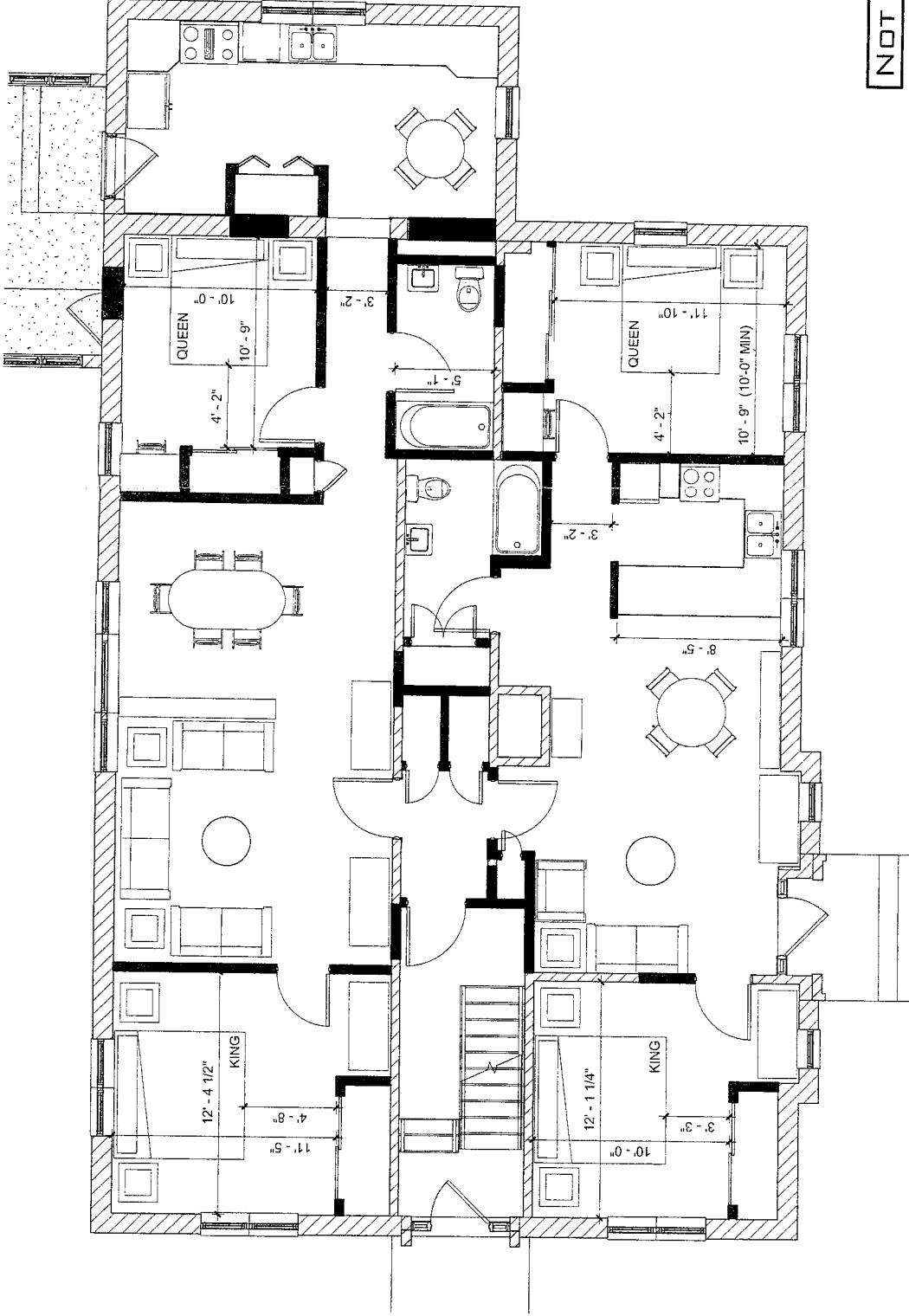
# DRAFT



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NOT FOR CONSTRUCTION

SCHEMATIC DESIGN

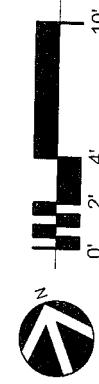


1st Floor Schematic / Rectory Lofts	
Project number	MSR-1502
Date	11 JAN 2016
Drawn by	KWH
Checked by	KWH

Rev.	Description	Date

ENVISIONONE LLC	Project Title:	
	Main Street Abbey Rectory Lofts	Client:
Project Address:	111 N Main Street	
	Columbia, Illinois 62236	
Architect:	425 Westgate Drive	
Space Planning	COLUMBIA, ILLINOIS 62236	
Design	T: 618.545.4500	
	ATTN: KEVIN W HUTCHINSON	
	E: 314.974.7072	
	E-MAIL: KWHUTCHINSON.ANG@GMAIL.COM	

DRAFT



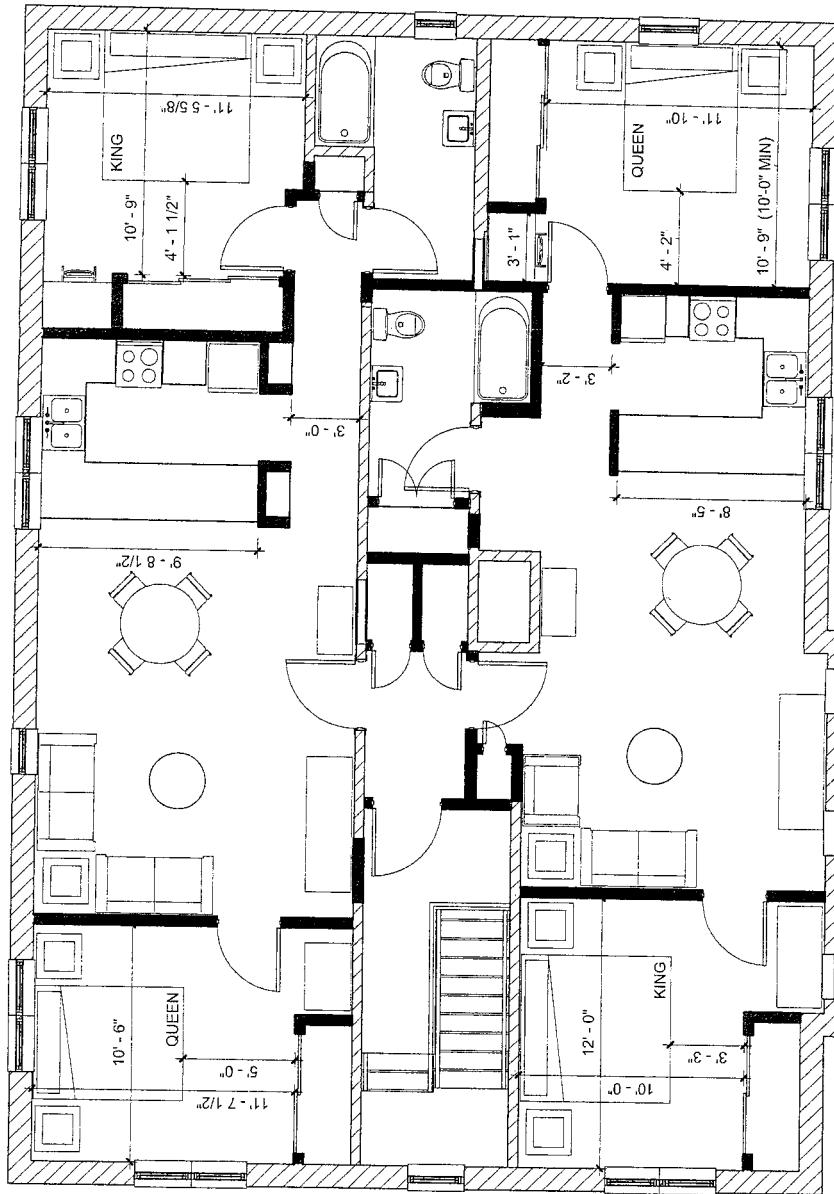
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NOT FOR CONSTRUCTION

SCHEMATIC DESIGN

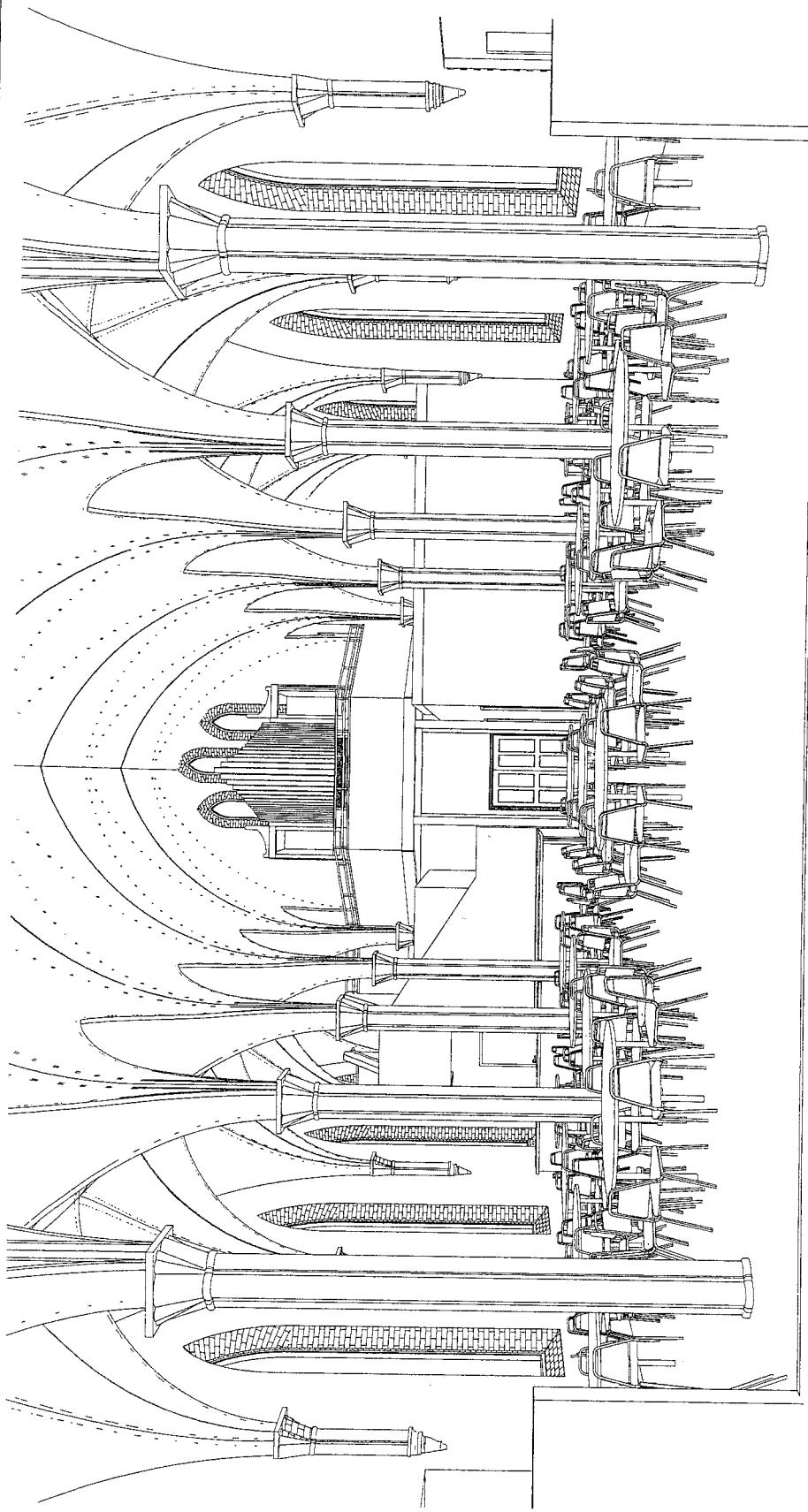
2nd Level / Rectory Lofts

Project number	MSR-1502
Date	11 JAN 2016
Drawn by	KWH
Checked by	KWH
Scale	3/16" = 1'-0"



Project Title:	Main Street Abbey Rectory Lofts	Client:	Main Street Redevelopers LLC
Project Address:	111 N Main Street Columbia, Illinois 62236		

ENVISIONONE LLC	
ARCHITECTURE SPACE PLANNING & DESIGN	4225 WESTPARK DRIVE COLUMBIA, ILLINOIS 62236 T: 618.615.4500 ATTN: KEVIN W HUTCHINSON C: 314.974.7072 E-MAIL: K.HUTCHINSON.AIA@GMAIL.COM



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**NOT FOR CONSTRUCTION**      **SCHEMATIC DESIGN**

SCHEMATIC DESIGN

3D View from Ceremonial Platform

Project number	MSR 1501
Date	08/05/2005

Drawn by	Author
Checked by	Checker
Date	08 DEC 2015

SCAPE	SCAPE	SCAPE
SCAPE	SCAPE	SCAPE

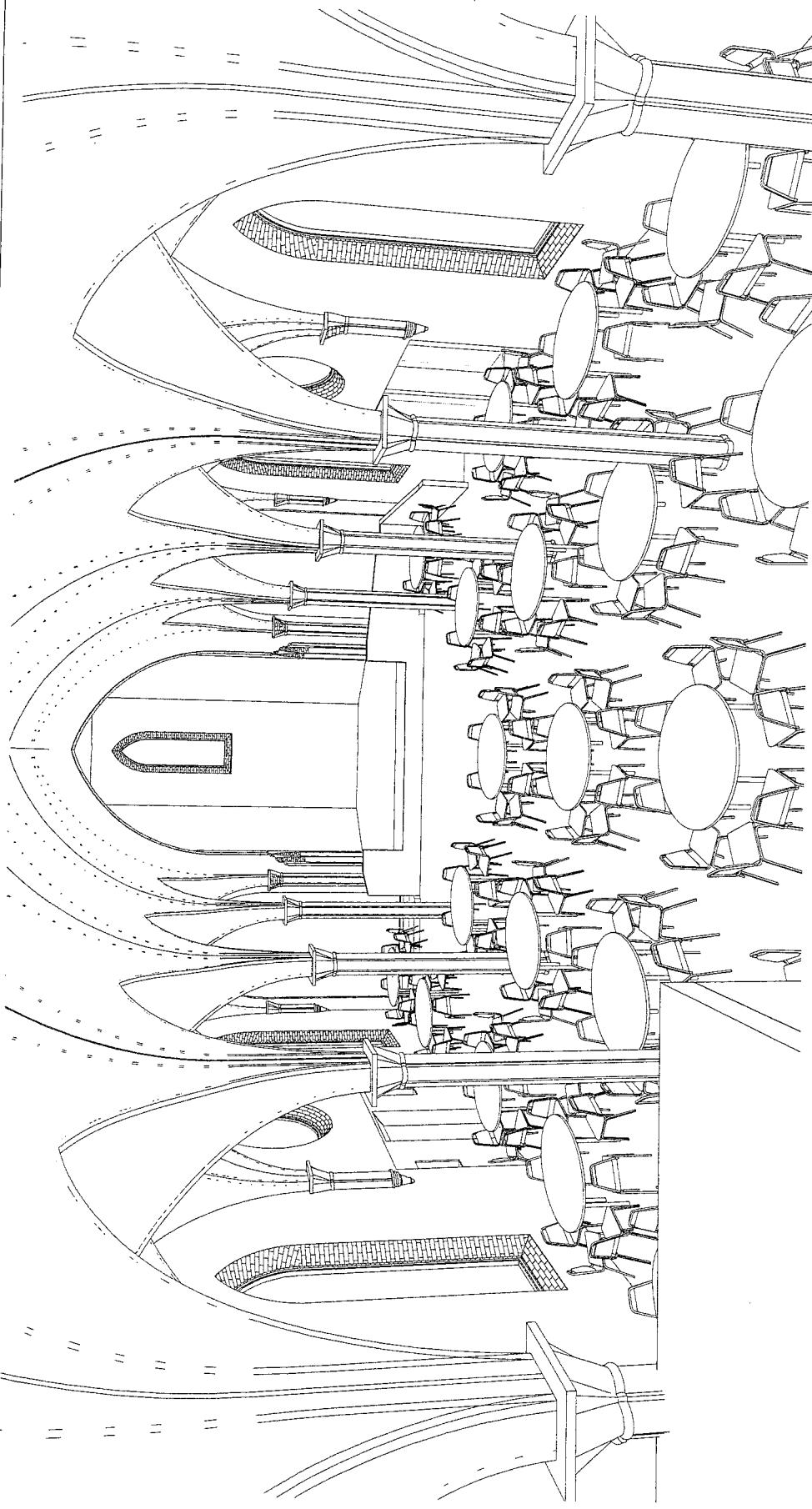
Project Title:	<b>Main Street Abbey</b>	Client:	<b>Main Street Redevelopers LLC</b>
Project Address:	111 East Madison Street Columbia, IL 62236	Client Address:	111 N. Main Street Columbia, Illinois 62236

**ENVISION ONE LLC**

---

ARCHITECTURE      425 WESTPARK DRIVE  
SPACE PLANNING      COLUMBUS, OH 43236  
S. DESIGN      T: 614.851.54500

ATTN: KEVIN W HUTCHINSON  
B: 3: 14.974-77272  
E-MAIL: K.HUTCHINSON.AA@MAIL.COM



**DRAFT**

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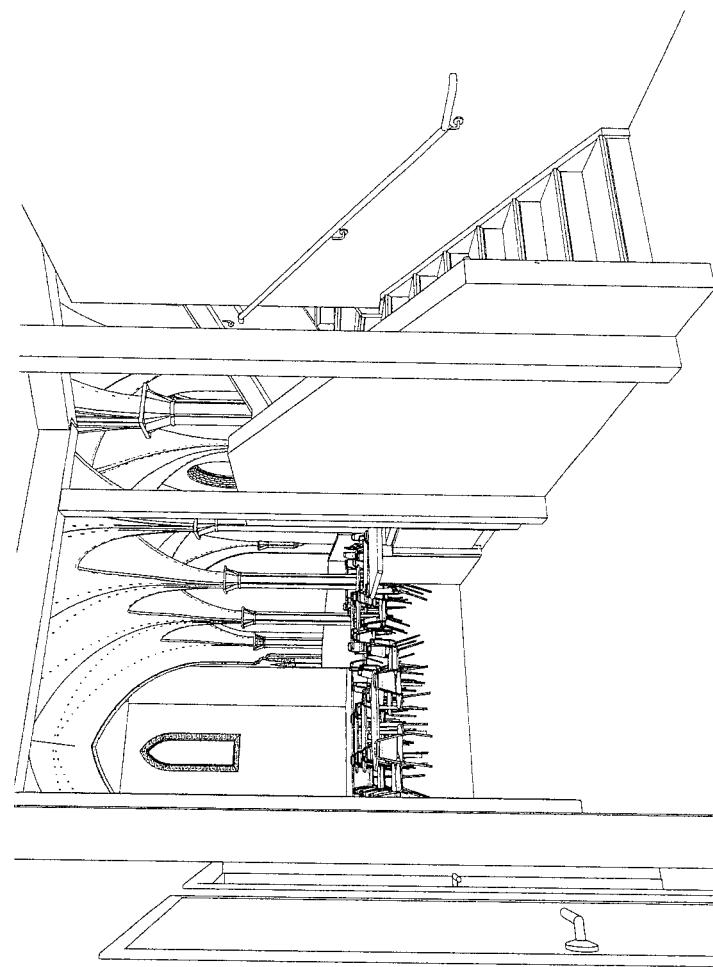
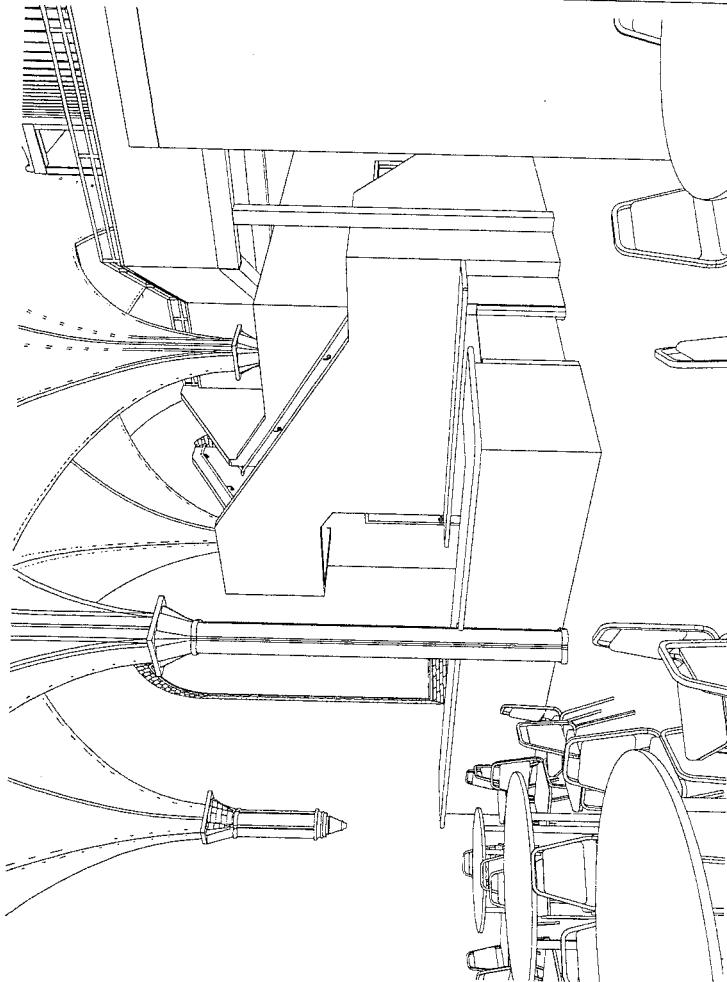
SCHEMATIC DESIGN

<b>3D View from Mezzanine</b>	
Project number:	MSR-1501
Date:	08 DEC 2015
Drawn by:	Author
Checked by:	Checker
Scale:	

Rev.	Description	Date

Project Title:	Client:
<b>Main Street Abbey</b>	<b>Main Street Redevelopers LLC</b>
Project Address:	Client Address:
117 East Madison Street	111 N. Main Street
Columbia, IL 62236	Columbia, Illinois 62236

<b>ENVISIONONE LLC</b>	ARCHITECTURE STATE PLANNING & DESIGN	425 WEST PARK DRIVE COLUMBIA, ILLINOIS 62246 T: 618.545.5450
		ATTN: KEVIN W HUTCHINSON E-MAIL: K.HUTCHINSON.AU@GMAIL.COM



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**NOT FOR CONSTRUCTION**  
**SCHMATIC DESIGN**

12/8/2015 4:53:50 AM

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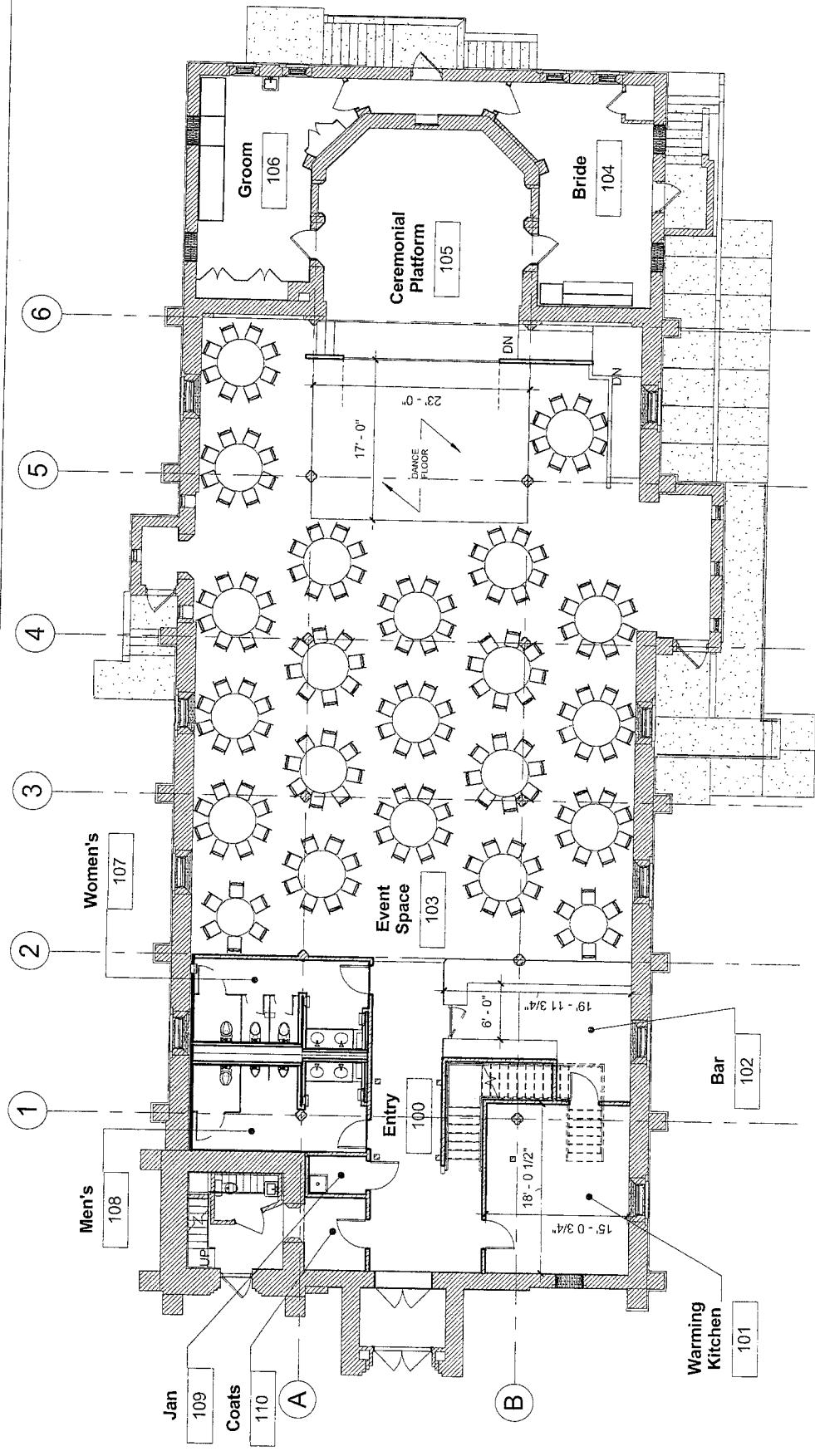
**3D Views showing Stair & Bar**

Project number	MSR-1501
Date	08 DEC 2015
Drawn by	Author
Checked by	Checker
Scale	

Rev.	Description	Date

Project Title:	<b>Main Street Abbey</b>	Client:	<b>Main Street Redevelopers LLC</b>
Project Address:	117 East Madison Street	Client Address:	111 N. Main Street Columbia, Illinois 62236
	Columbia, IL 62236		

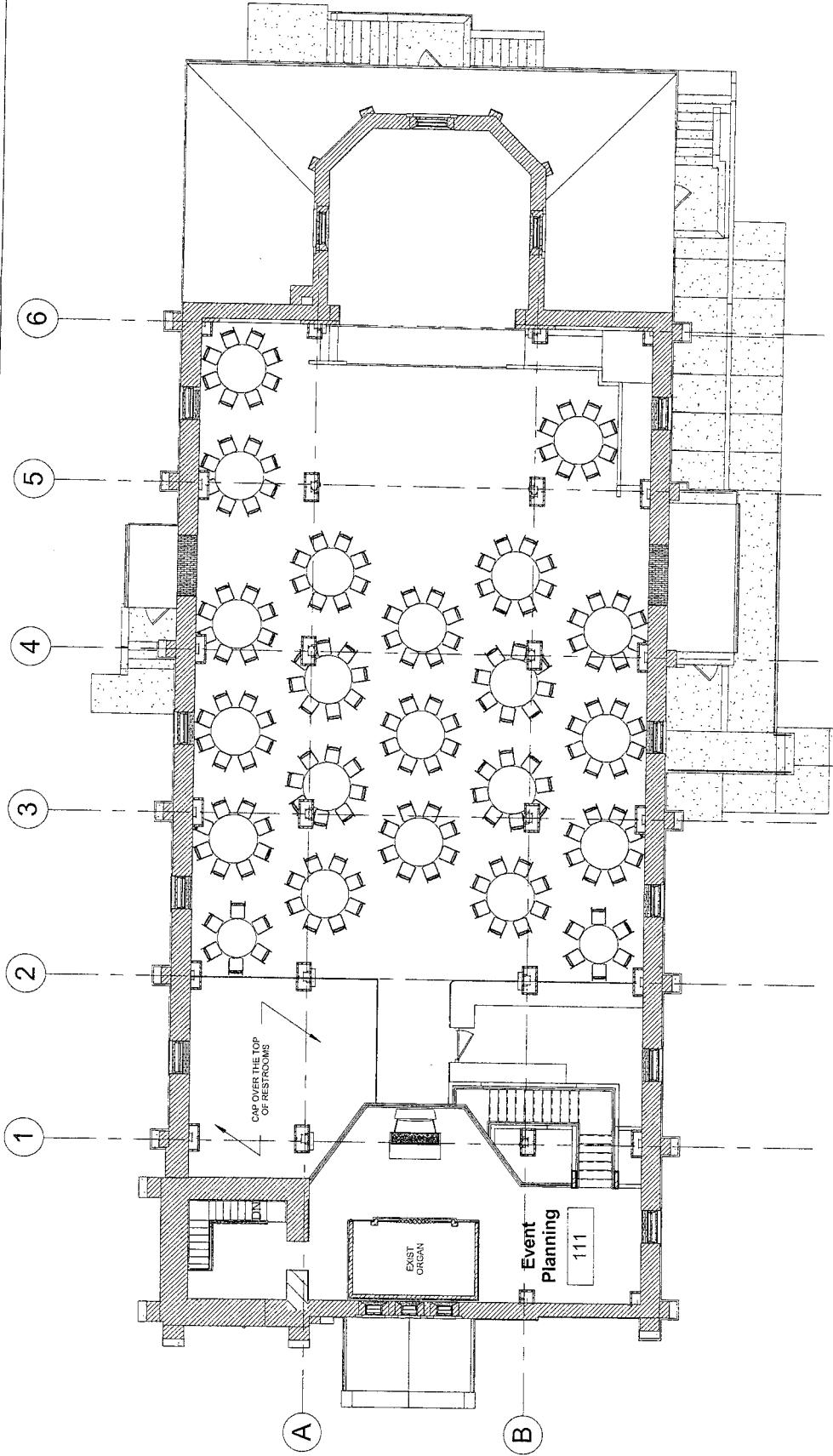
<b>ENVISIONONE LLC</b>	4225 WESTPARK DRIVE COLUMBIA, ILLINOIS 62236 T: 618-615-4500 ATTN: KEVIN W HUTCHINSON C: 314-974-7072 E-MAIL: K.HUTCHINSON.AIA@GMAIL.COM
------------------------	---



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**NOT FOR CONSTRUCTION**  
SCHEMATIC DESIGN

DRAFT

<b>ENVISION ONE LLC</b>		<b>Main Street Abbey</b>		<b>Main Street Redevelopers LLC</b>	
		Project name:	Client:	Project name:	Client:
Project Address:		117 East Madison Street		111 N Main Street	
COLUMBIA, ILLINOIS 62236		COLUMBIA, ILLINOIS 62236		COLUMBIA, ILLINOIS 62236	
ARCHITECTURE SPATIAL PLANNING & DESIGN	425 WESTPARK DRIVE COLUMBIA, ILLINOIS 62236 T: 618-615-4500	ATTN: KEVIN W HUTCHINSON E-MAIL: K.HUTCHINSON.AIA@GMAIL.COM			
Scale 3/32" = 1'-0"					



**DRAFT**

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SCHEMATIC DESIGN

<b>Mezzanine Level - Schematic Plan</b>
Project number
MSR-1501
Date
08 DEC 2015
Drawn By
KWH
Checked by
KWH
Scale
3/32" = 1'-0"

Rev.	Description	Date

Project Title:	<b>Main Street Abbey</b>	Client:	<b>Main Street Redevelopers LLC</b>
Project Address:		Client Address:	
117 East Madison Street		111 N. Main Street	
Columbia, IL 62236		Columbia, Illinois 62236	

<b>ENVISIONONE LLC</b>
ARCHITECTURE
SPACE PLANNING
& DESIGN
4125 WESTPARK DRIVE COLUMBIA, ILLINOIS 62236 T: 618-515-4300 ATTN: KEVIN W. HUTCHINSON E-MAIL: K.W.HUTCHINSON.IA@SHAWL.COM

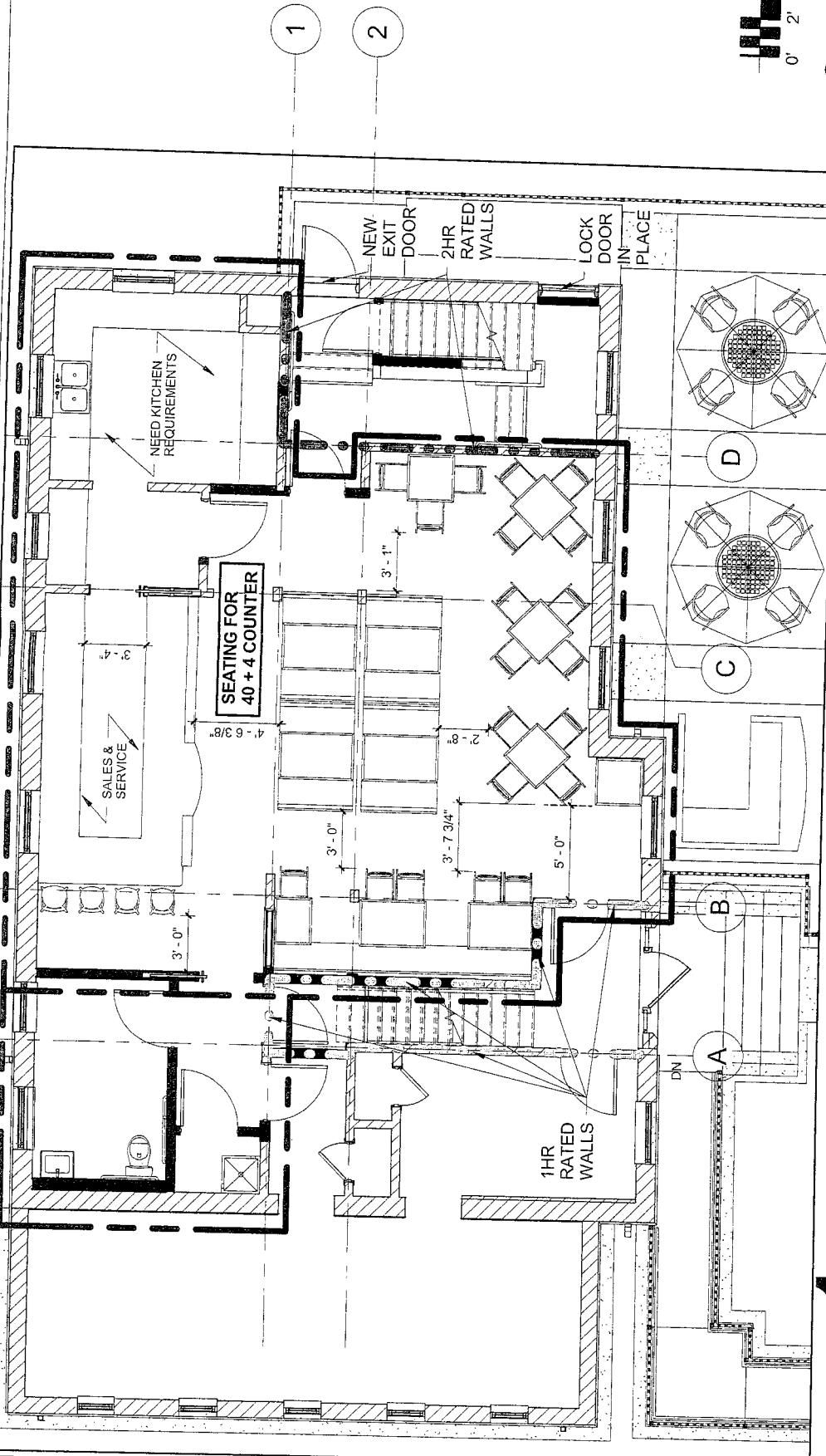
© 2016 ENVISIONONE LLC  
NOT FOR CONSTRUCTION  
SCHEMATIC DESIGN

Coffee Shop Schematic Plan - R1	
Project number	MSR-1601
Date	25 APR 2016
Drawn by	KWH
Checked by	KWH

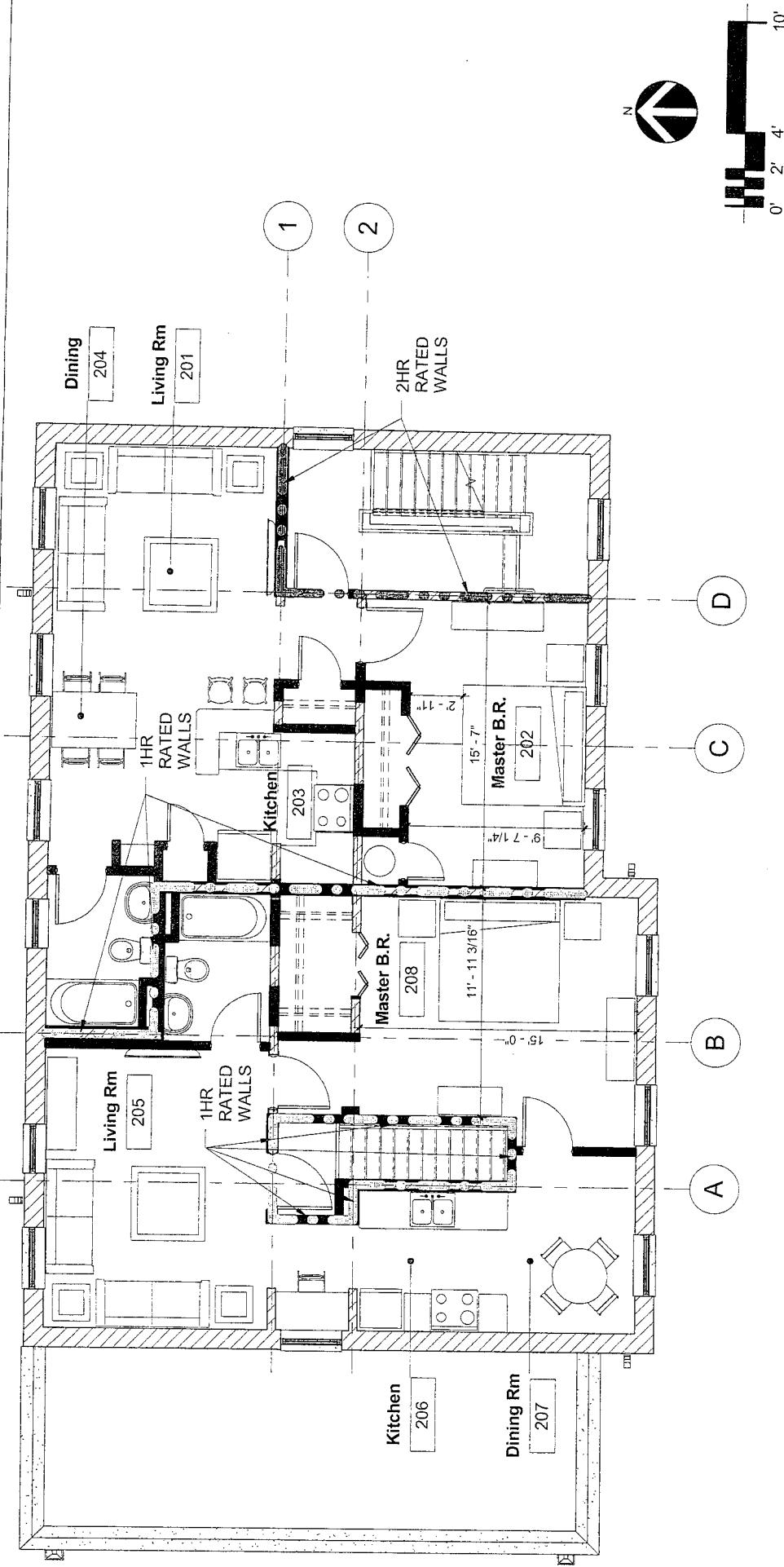
Scale 3'16" = 1'-0"

# 1 Level 1 - Coffee Shop Schematic

Scale: 3'16" = 1'-0"



<b>ENVISIONONE LLC</b>
ARCHITECTURE SPACE PLANNING & DESIGN
4225 WESTPARK DRIVE COLUMBUS, OHIO 43236 TEL: 614.515.4500 ATTN: KEVIN W HUTCHINSON E-MAIL: K.HUTCHINSON.AIA@GMAIL.COM



# 1 Level 2 SCHEMATIC

Scale: 3/16" = 1'-0"

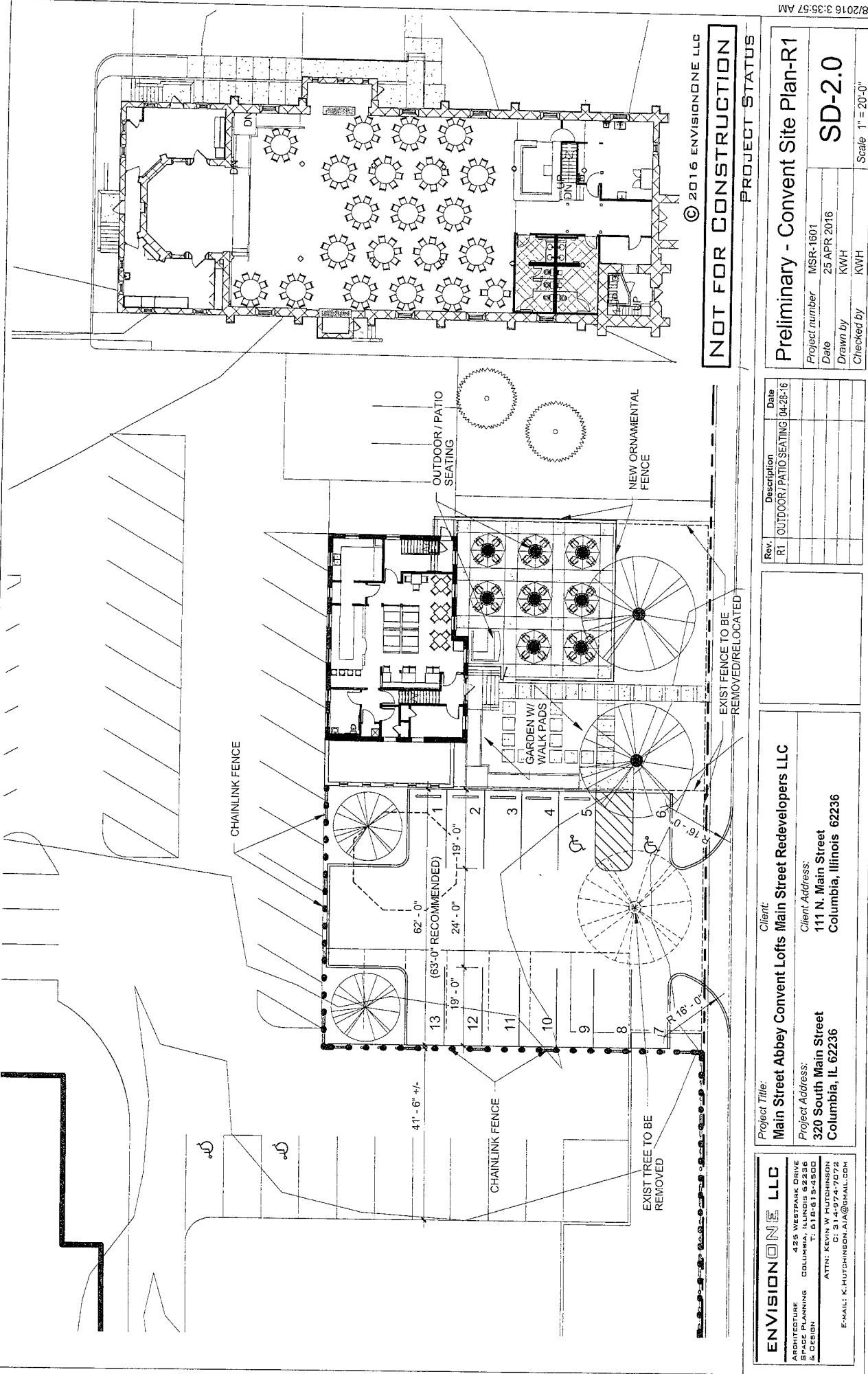
## NOT FOR CONSTRUCTION SCHEMATIC DESIGN

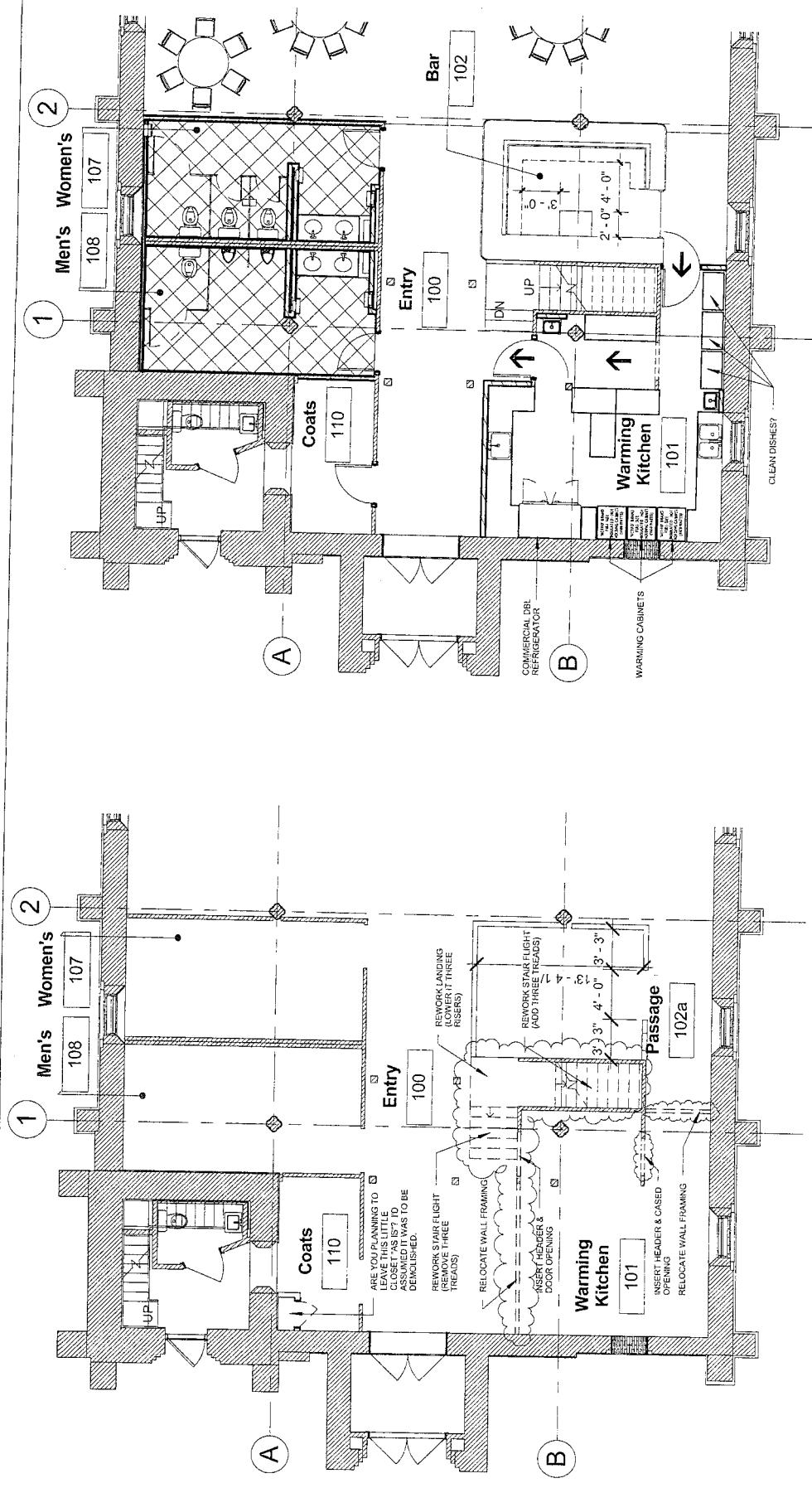
© 2016 ENVISIONONE LLC

Project Title:	Main Street Abbey Convent Developers LLC
Client:	Project Address: 320 South Main Street Columbia, IL 62236

ENVISIONONE LLC	422 WESTPARK DRIVE DOWNTOWN, ILLINOIS 61401 T: 314-974-7072 ATTN: KEVIN W HUTCHINSON C: 314-974-7072 E-MAIL: K.HUTCHINSON.AIA@GMAIL.COM
ARCHITECTURE SCHEMATIC PLANNING & DESIGN	Project number: MSR-1601 Date: 05 JUN 2016 Drawn by: KWH Checked by: KWH
Scale: 3/16" = 1'-0"	

2nd Lvl Schematic / Convent Lofts
Project number: MSR-1601 Date: 05 JUN 2016 Drawn by: KWH Checked by: KWH
SD-1.1
Scale: 3/16" = 1'-0"





Level 1 - Rework Current Stud Framing

ECON

## NOTES:

0. TOILET ROOM WALLS WILL WORK WELL WITH FLOOR MOUNTED WATER CLOSETS.
  1. I HAVE DELETED THE JANITOR CLOSET BY COAT ROOM AS REQUESTED. STILL NEED TO PLACE IN THE PLAN.
  2. TO INCREASE SPACE IN WARMING KITCHEN, I'D SUGGEST RERWORK OF SOME OF THE FRAMING & TACKING.
  3. I COULD NOT FIND AN EXCEPTION TO ALLOW THE 7-1/2" RISER & 10" TREADS. BY CODE NEED TO BE 7'8" & 11'1".
  4. WARMING KITCHEN IS TIGHT. I'M WONDERING IF SOILED DISHES CAN BE COLLECTED AND HELD IN A NEW LITTLE ROOM WHERE CONFESIONALS USED TO BE. BY THE HANDICAPPED ENTRANCE. I'M ASSUMING A TRIPLE BOWL SINK WILL NOT BE REQUIRED. PLEASE REVIEW WITH HANDS, AND LET ME KNOW.
  5. APPROX 2 FEET OF SPACE COULD BE ADDED TO WARMING KITCHEN BY MOVING STAIR RUN TOWARD THE BAR.

2

500



16' 8' 4' 0'

## Level 1 - Schematic Warming Kitchen

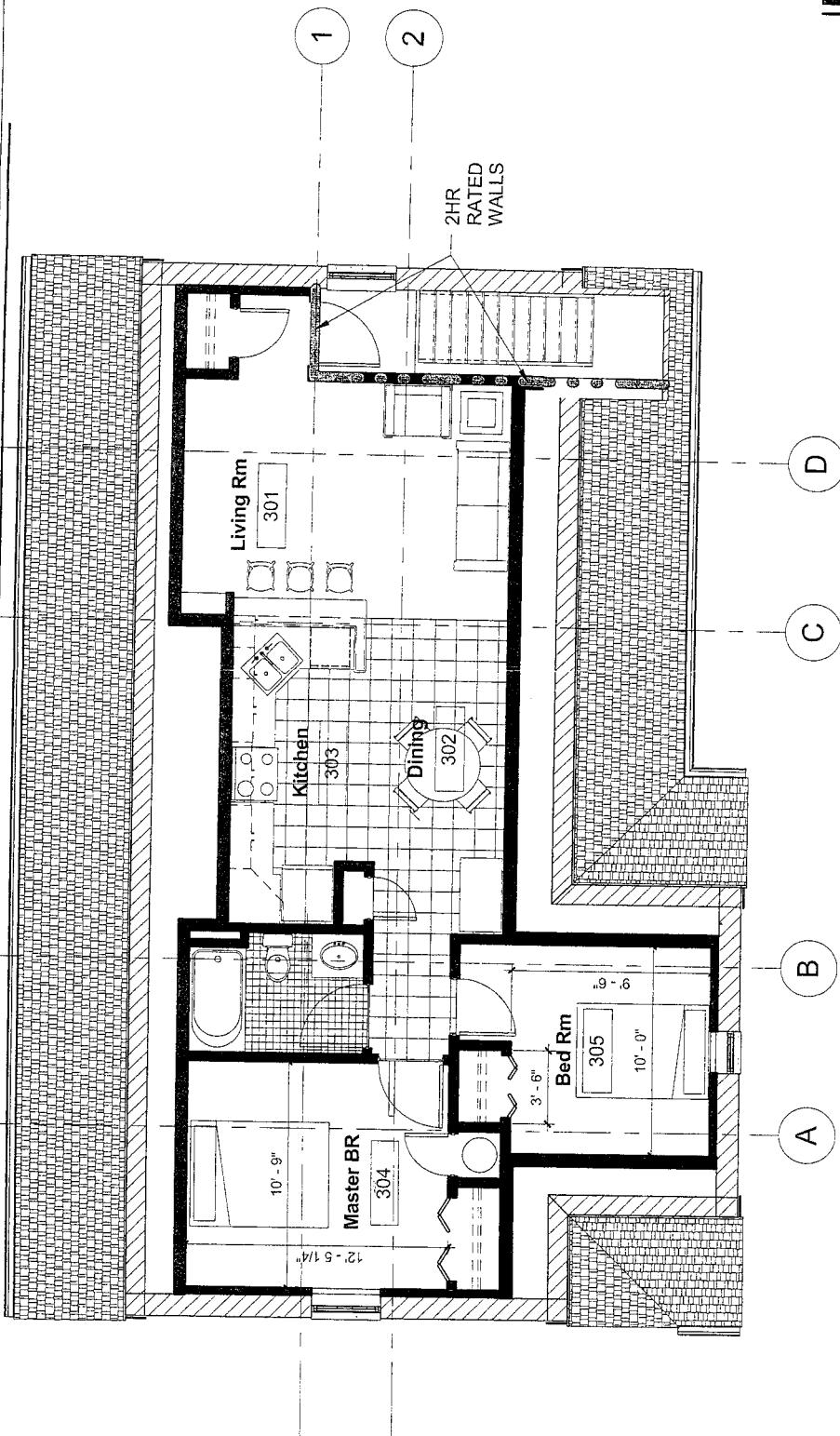
Scallop



MSR-1501 MAIN STREET ABBEY

11/23/2016

1/22/2016 2:36:21 PM



# 1 Attic Level SCHEMATIC

Scale: 3/16" = 1'-0"

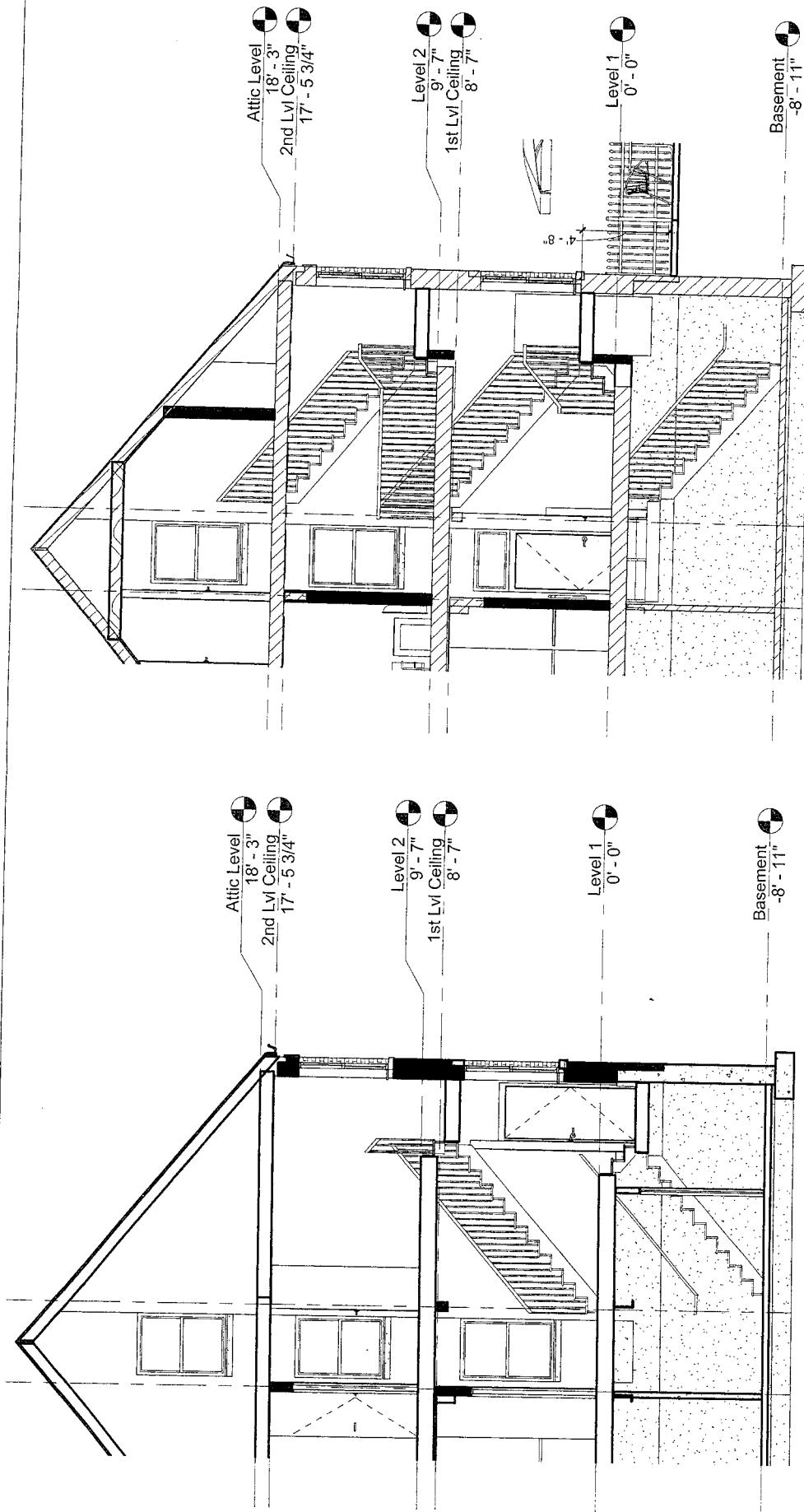
NOT FOR CONSTRUCTION  
SCHEMATIC DESIGN

Attic Lvl Schematic / Convent Lofts	
Project number	MSR-1601
Date	05 JUN 2016
Drawn by	KWH
Checked by	KWH
Scale: 3/16" = 1'-0"	

Project Title:	
Client:	Main Street Abbey Convent Lofts Main Street Redevelopers LLC
Project Address:	111 N Main Street Columbia, Illinois 62236
320 South Main Street	
Columbia, IL 62236	

ENVISION ONE LLC	
ARCHITECTURE	425 WESTPARK DRIVE
ARCH. PLANNING	COLUMBIA, ILLINOIS 62236
& DESIGN	ATTN: KEVIN W HUTCHINSON
	C: 314-974-7072
	E-MAIL: K.HUTCHINSON.ANALOG@GMAIL.COM

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① Section - Exist Stair  
3/16" = 1'-0"

② Section - New Stair  
3/16" = 1'-0"

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NOT FOR CONSTRUCTION

**ENVISIONONE LLC**  
ARCHITECTURE  
SPACE PLANNING  
& DESIGN  
4225 WESTPARK DRIVE  
COLUMBIA, ILLINOIS 62236  
T: 618-615-4500  
ATTN: KEVIN W HUTCHINSON  
C: 314-974-7072  
EMAIL: K.HUTCHINSON.AIA@GMAIL.COM

**ENVISIONONE LLC**  
Project Title:  
**Main Street Abbey Convent Lofts Main Street Redevelopers LLC**  
Client:  
Project Address:  
111 N. Main Street  
Columbia, Illinois 62236

Project Title:  
**Main Street Abbey Convent Lofts Main Street Redevelopers LLC**  
Client:  
Project Address:  
111 N. Main Street  
Columbia, Illinois 62236

Rev.	Description	Date

Rev.	Description	Date

Project Title:	Project Number:	Drawn by:	Checked by:
Main Street Abbey Convent Lofts Main Street Redevelopers LLC	MSR-1601		

## EXHIBIT D

### FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Main Street Developers, LLC, ("Developer"), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2016, between the City of Columbia, Illinois (the "City") and Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, \_\_\_\_\_, the construction and installation of Phase \_\_\_\_\_ of the Developer Improvements in connection with Developer's Redevelopment Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. Such Developer Improvements have been performed in a workmanlike manner.
3. This Certificate of Substantial Completion is being issued by Developer to the City in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to the Developer Improvements.
4. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to Developer prior to the end of such thirty (30) day period), shall evidence the satisfaction of Developer's agreements and covenants to perform the Work related to the Developer Improvements.

This Certificate may be recorded in the office of the Monroe County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

MAIN STREET REDEVELOPERS, LLC  
("DEVELOPER")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted by:  
CITY OF COLUMBIA, ILLINOIS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT E

### FORM OF CERTIFICATE OF REIMBURSABLE DEVELOPER'S DEVELOPMENT PROJECT COSTS

#### Certificate of Reimbursable Developer's Development Project Costs

TO: City of Columbia, Illinois  
Attention:

Re: City of Columbia, Illinois Tax Increment Finance District (Main Street Abbey)  
City of Columbia, Illinois Business District (Main Street Abbey)

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the  
Redevelopment Agreement dated as of \_\_\_\_\_, 2016 (the "Agreement") between the City  
and Developer. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on **Schedule 1** hereto is a Reimbursable Developer's Development Project Cost and was incurred in connection with the construction of the Developer Improvements in connection with the Developer's Development Project.

2. These Developer's Development Project Costs have been paid by Developer and are reimbursable under the Approving Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from Incremental Property Taxes or Business District Revenues and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the component of the work for which this certificate relates have been issued and are in full force and effect.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Main Street Developers, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit F

### Phase I:

- Church
  - Events center
- Convent
  - First Floor
    - Retail/service space (currently projected to be a coffee shop and hair salon)
  - Second Floor
    - 2 one bedroom lofts
  - Third Floor
    - 1 two bedroom loft
- Rectory
  - Five apartment lofts
- Off-Street Parking areas to service the foregoing

### Phase II:

- School
  - Up to 32 bed and breakfast style hotel with meeting rooms
- Gymnasium
  - Microbrewery
- Cafeteria
  - Garden restaurant with outdoor seating in front
- Band room
  - Gift shop
  - Miscellaneous meeting rooms
- Additional off-street parking where playground equipment currently sits

**ESTIMATED REDEVELOPMENT PROJECT COSTS &  
FINANCING SOURCES<sup>1</sup>**

Main Street Abbey Redevelopment Project Area  
City of Columbia, Illinois

	<b>Estimated Cost</b>
<b>Estimated Redevelopment Project Costs to be Financed by TIF Obligations:<sup>2,3 &amp; 4</sup></b>	
<b>A. Public Works or Improvements</b>	<b>\$50,000</b>
<i>(Improvement of streets, curb and gutters, sidewalks, utilities and other public improvements)</i>	<b>\$400,000</b>
<i>(Property acquisition and site preparation)</i>	
<b>C. Building Renovation/Retrofit/Repair</b>	<b>\$900,000</b>
<b>D. Planning, Legal and Professional Services</b>	<b>\$27,000</b>
<b>E. General Administration</b>	<b>\$60,000</b>
<b>F. Financing Costs</b>	See footnote 3
<b>G. Contingency</b>	<b>\$144,000</b>
<b>Total Estimated Project Costs to be Financed by TIF</b>	<b>\$1,581,000</b>
<b>Total Estimated Project Costs to be Privately Financed<sup>5</sup></b>	<b>\$4,159,000</b>
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$5,740,000</b>

1. All costs shown are in 2016 dollars.
2. Project costs to be financed by TIF obligations limited to "redevelopment project costs" as defined in the Act. Adjustments maybe made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. The total estimated redevelopment project costs to be financed with TIF obligations shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.
5. The total estimated project costs to be privately financed are NOT limited to "redevelopment project costs" as defined in the Act.

## ESTIMATED BUSINESS DISTRICT PROJECT COSTS

Main Street Abbey Business District  
City of Columbia, Illinois

Description	Estimated
<b>A. Public Works</b> <i>(Construction of streets, utilities, and other public</i>	\$50,000
<b>B. Property Assembly</b> <i>(Acquisition of land and other real and personal property)</i>	\$200,000
<b>C. Site Preparation</b>	\$50,000
<b>D. Building Renovation, Repair &amp; Retrofit</b>	\$500,000
<b>E. Planning, Legal &amp; Professional Services</b>	\$10,000
<b>F. General Administration</b>	\$50,000
<b>G. Relocation Costs</b>	\$10,000
<b>H. Financing Costs</b>	See Note 3
<b>I. Contingency</b>	\$90,000
<b>Total Estimated Costs</b>	<b>\$960,000</b>

### Notes:

1. All costs shown are in 2016 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total business district
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated business district project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Business District Plan was approved, per subsection 11-74.3-2 (f) of the Business District Law.