VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL MEETING JANUARY 10, 2012 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:
	\checkmark	Resolution	
		Ordinance	
Ogden Avenue Site Improvement		Motion	Tom Dabareiner, AICP
Strategy (OASIS) Grants		Discussion Only	Community Development Director

SYNOPSIS

Agreements have been prepared authorizing an OASIS Grant in the amount of \$22,295 for the property at 222-224 Ogden Avenue (Radio Shack/Soccer 2000).

STRATEGIC PLAN ALIGNMENT

The Strategic Goals for 2011-2018 included Strong, Diverse Local Economy.

FISCAL IMPACT

The FY12 budget includes \$750,000 for OASIS grants in the Ogden TIF fund.

UPDATE & RECOMMENDATION

This item was discussed at the January 3, 2012 Village Council meeting. At the request of Council, staff reviewed the landscaping and sign plan. The sign will be located outside of the easement; however, a portion of the property landscaped as part of the project will encroach into the easement. The landscaping will not negatively affect sidewalk construction. A site plan is attached. Staff recommends approval on the January 10, 2012 Consent Agenda.

BACKGROUND

In September 2010 in response to the requests of the property and businesses owners in the Ogden TIF district, the Village Council adopted the OASIS matching grant program to enhance the Ogden Avenue corridor. This program provides business and property owners with a dollar-for-dollar matching grant for certain site improvements. The goals of the OASIS program are:

- Provide more attractive sites
- Improve traffic circulation for vehicles and pedestrians (on private property as well as the street)
- Improve existing building appearance
- Improve signage and reduce visual clutter

The applicant, the property owner, is proposing to close a curb cut and consolidate access with 216 Ogden Avenue (DG Yamaha store), to replace the existing nonconforming signs with compliant signs and to grant an easement for the construction of a sidewalk along the entire frontage of the property. Total project costs are estimated to be \$43,661. The requested OASIS grant would pay for up to \$22,295. The application was reviewed by the OASIS Team. The team found that the application meets the program criteria and unanimously recommended that the grant be awarded. Staff concurs with the Team's recommendation.

The previous OASIS grant awards are noted in the table below.

Approved OASIS Grants			
Business	Address	Amount	
DG Animal Hospital	631-635 Ogden	\$ 48,737.00	
Bill Kay Nissan	1601 Ogden	\$ 40,000.00	
Helmut and Vito's	1430 Ogden	\$ 3,350.00	
Merlin	1711 Ogden	\$ 6,589.00	
Prestige Liquors	739 Ogden	\$ 29,234.38	
Skuddlebutts Shopping Center	436-440 Ogden	\$ 2,105.75	
United Limo	432 Ogden	\$ 12,700.00	
Phillips Flowers	1512 Ogden	\$ 4,409.00	
A-Len Radiators	333 Ogden & 4305 Fairview	\$ 93,750.00	
Door & Window Superstore	1740 Ogden	\$ 7,500.00	
Mr. Trim	946 Ogden	\$ 34,250.50	
Apartment Building	1614 Ogden	\$ 10,000.00	
Apartment Building	1602 Ogden	\$ 10,000.00	
Auto Zone Shopping Center	237-245 Ogden	\$ 7,500.00	
Jay's Plumbing	1509 Ogden	\$ 3,500.00	
Mr. Submarine	1322 Ogden	\$ 48,621.88	
Shopping Center	1530-1552 Ogden	\$ 6,942.50	
Shopping Center	406-414 Ogden	\$ 3,423.90	
Totals		\$ 372,613.91	

Approved OASIS Grants

ATTACHMENTS

OASIS Grant Program Policy Aerial Maps OASIS Applications and recommendation letters

RESOLUTION NO.

A RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE <u>AND ALEXANDER, LLC</u>

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Grant Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Alexander, LLC (the "Applicant"), for OASIS Program grant funding, in the amount of \$22,395.00, to make improvements to the property/business located at 222-224 Ogden Avenue, which is along the Ogden Avenue commercial corridor, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed: Attest:

Village Clerk

1\wp\res.12\222-224-Ogden-OASIS

OASIS GRANT AGREEMENT

THIS AGREEMENT is made this day of Dec., 2012 by and between the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("the Village") and Alexander, LLC at PO Box 354, Wayne, Illinois 60184 ("Applicant").

WITNESSETH:

, ...

WHEREAS, the Village has established the Ogden Avenue Site Improvement Strategy Program ("OASIS Program") for application to receive a grant from the Village to make improvements to properties/businesses along the Ogden Avenue commercial corridor; and,

WHEREAS, said Program is funded from TIF funds for the purpose of controlling and preventing blight and deterioration within the Ogden Avenue Tax Increment Finance District ("TIF District"), and to encourage the further redevelopment of properties in the TIF District in accordance with the general guidelines set forth in the Program as adopted in Ordinance 5150 on September 14, 2010; and,

WHEREAS, Applicant owns a property/business at 222-224 Ogden Avenue, Downers Grove, Illinois 09-04-111-020 which is located within the TIF District; and

WHEREAS, pursuant to the Program the Village has agreed to financially participate, subject to its sole discretion, the Program Guidelines, and the terms and conditions set forth in this Agreement; and,

WHEREAS, the Applicant desires to participate in the Program, subject to the Program Guidelines and the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreement herein set forth, and other good and valuable consideration, the Parties do hereby agree as follows:

A. General Provisions:

- 1. The above recitals are incorporated into and made part of this Agreement as though fully set forth herein.
- 2. This Agreement may not be transferred or assigned.
- 3. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party. If the Applicant terminates this Agreement, the Village shall not be required to make any reimbursement payments to the Applicant.
- 4. In the event the Applicant fails to complete the project and submit the required proof of payment documents in the required timeframe, the Village may terminate this Agreement and award the funds to other eligible projects.
- 5. The parties shall have any and all remedies available at law in the event of a breach of this Agreement.
- 6. Applicant acknowledges that the Freedom of Information Act may apply to public records in possession of Applicant or a contractor. Applicant and it contractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ICLS 140/1 et. seq.
- 7. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

- 8. This Agreement will not be subject to amendment unless made in writing and signed by all parties.
- 9. Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Manager Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515

To the Applicant as stated below.

B. Applicant's Obligations:

- 1. Applicant shall complete the project in substantial compliance with the attached plans, incorporated as part of this Agreement as Exhibit A. Any changes to the plans shall require written approval from the Community Development Director, or his designee.
- 2. Applicant shall grant an easement to the Village for, or install, a public sidewalk along that portion of the subject property adjacent to Ogden Avenue where no public sidewalk currently exists.
- 3. Applicant, at its own expense, shall obtain all necessary permits prior to commencement of any work to complete the improvements.
- 4. Applicant shall submit the following required proof of payment documents:
 - a. Itemized paid-in-full invoices.
 - b. Canceled checks for the payment for the completed improvements.
 - c. Final lien waivers, if applicable.
 - d. Certified payroll records of contractors.
- 5. Applicant understands that it will not receive payment if there are any outstanding code violations on the property or if Applicant owes any money to the Village.
- 6. Applicant shall complete the project and submit the required proof of payment documents within one (1) year of the effective date of this Agreement. If the project is not completed or if the required proof of payment documents are not submitted within one (1) year, the Village shall have the right to declare this Agreement null and void and shall not be required to make any reimbursement payments to the Applicant.
- 7. Applicant shall complete the project in such a manner as to comply with all conditions of this Agreement, and in accordance with the Program Guidelines and all pertinent regulations, ordinances, or codes of the Village or other authority having jurisdiction over the property.
- 8. Applicant is hereby notified by the Village that work contemplated by this Agreement may be subject to the Prevailing Wage Act ("Act"), 820 ILCS 130/1 et seq. Applicant agrees to comply with all applicable provisions of the Act as administered by the Illinois Department of Labor ("IDOL"). Applicant further agrees to contact IDOL for a determination of applicability of the Act to the project contemplated by this Agreement. If required by IDOL, Applicant agrees to pay the prevailing wage rates and to require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work on the projects contemplated by this Agreement. For applicable rates, go to the State of Illinois Department of Labor website and use the most current DuPage county rate. Applicant recognizes and agrees that it is solely responsible for compliance with the Act and agrees to fully indemnify, defend and hold harmless the Village with regard to any actions or proceeding instituted regarding such compliance.

- 9. Applicant shall be required to submit an executed Campaign Disclosure Certificate, attached hereto as Exhibit B.
- C. Village's Obligations:
 - 1. The Village shall reimburse the Applicant for one-half (1/2) of the actual incurred costs to complete all eligible aspects of the project. The amount of said reimbursement shall not exceed \$22,395.
 - 2. The Village shall remit payment to the Applicant within sixty (60) days of completion of the project and receipt of the required proof of payment documents.
 - 3. The Village shall diligently review permit submittals, issue permits and complete required inspections deemed necessary to complete the project.

IN WITNESS HEREOF, the parties set their hand and seal the day and date hereinabove written.

APPLICANT: Alexander, LLC Fred Iozzo, Jr., President PO Box 354 Wayne, Illinois 60184

By:

Attest:

Village Manager

VILLAGE OF DOWNERS GROVE:

Print Name

Signature

WNER Title

Village Clerk

Exhibit B Campaign Disclosure Certificate

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity that is a party to a contract with the Village to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the contract.

By signing the contract, Applicant agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Applicant has <u>not</u> contributed to any elected Village position within the last five (5) years. Signature FRED TozzoPrint Name

 \Box Applicant has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information: Name of Contributor:

(company or individual)

To whom contribution was made: ______

Year contribution made: Amount: \$

Signature

Print Name

Application

A printable version of the Ogden Avenue Site Improvement Reimbursement Grant Application is available on-line at <u>www.downers.us</u> or <u>www.dgedc.com</u>. A paper copy of the application is available on the next page. Three (3) copies of the complete application, including any support documentation are due by the application deadline(s).

Applicant is: ALEXANDER LLC	TenantOwner
Name of Business/Building:	222-224 OGDEN
Address/Property ID # of Project Property:	222-224 OGDEN
Owner's Name AND TITLE:	FREDIDZZO PRESIDENT
Owner's Mailing Address:	Pobox 354 WAYNE IL 60184
Owner's Business Phone:	630-584-6515
Owner's Fax:	630-762-9131
Owner's E-Mail:	
PLEASE ONLY COMPLETE THE REST OF	Fredoq den @ Sbc global. Net THIS TABLE IF TENANT IS THE GRANT APPLICANT.
Tenant Name AND TITLE:	THIS TABLE IF TENANT IS THE GRANT APPLICANT.
Tenant Mailing Address:	
Business Phone for Tenant:	
E-Mail for Tenant:	

Project Information

- NEWSIGN Project Description: New Asphalt New Lighting ELIMINATE 1 CURBENT NEW BUILDING SIGNS

Downers Grove 2010-2011 OASIS Grant Application Packet

CEWE

OCT 3 1 20'

Category 1 - Site Improvements:

Examples of site improvements include consolidating driveway accesses to Ogden Avenue, removal of nonconforming parking spaces, installing stormwater management strategies, removing pavement and adding landscaping, providing cross-access between properties, installation of public sidewalks and installation of exterior site lighting.

Projects should seek to beautify the property and improve traffic circulation on site and on Ogden Avenue. The OASIS Team will give special consideration to projects at major intersections (Main St, Saratoga Ave, Fairview Ave and Lee Ave).

No

Improvement proposed. Yes)

Comments:

Category 2 - Landscaping:

Examples of landscaping include screening of off-street parking areas with shrubs, ornamental grasses and shrubs, installing landscaping to improve water run-off quality, installation of foundation plantings, installing ornamental fences, construction of outdoor café spaces and installation of shade trees.

Projects should seek to beautify the property and improve green space. The OASIS Team will give special consideration to landscaping projects that combine elements to improve on-site stormwater management.

Improvement proposed:(Yes) No

Comments:

Overall Project Comments:

OASIS Team Recommendation:

Disclosure of Beneficiaries/Trust Disclosure:

The information requested below must be completed and attached to any grant application submitted to the Village of Downers Grove. This form is used to ensure that the applicant has a recognized, vested interest in the property. This form is required by persons applying for permits, licenses, approvals or benefits from the Village of Downers Grove Village of Downers Grove

DISCLOSURE OF BENEFICIARIES

- Grant Applicant: ALEXANDER 1.
- WAYNE IL 60184 Address: PO Box 2. 354

Nature of Applicant (Please circle one): 3.

a. Natural Person

b.)Corporation

Land Trust/ Trustee d)Trust/Trustee

e. Partnership

f. Joint Venture

If applicant is an entity other than described in Section 3, briefly state the 4. nature and characteristics of applicant: 5.

If in your answer to Section 3 you checked box b, c, d, e or f, identify by name and address each person or entity which is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of case of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses or right to control such entity:

a.	FRED 10220 100%	OWNER
b.	;0	
Ç.		
d		
α.		

Name, address and capacity of person making this disclosure on behalf of 6. the applicant:

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each entity. VERIFICATION I,

FRED JOZZO beina first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Signature: Subscribed and Sworn to before me this TK day of 2011 Public OFFICIAL REGORY B WIDMAR IOTARY PUBLIC - STATE OF

This application for a Site Improvement Reimbursement Grant is herby believed to be complete and accurate.

Owner Signature: Print Owners Name:

ALEYANDER LCC

FRED JOZZO

Tenant Signature:

Print Tenant Name:

NOTE: Tenant Signature only necessary if Tenant is applying for a Grant

STATE OF ILLINOIS COUNTY OF DUPAGE VILLAGE OF DOWNERS GROVE

The foregoing petition was acknowledged before me by on this 15% day of 4% day of

Notary Public: OFFICIAL SEAL GREGORY B WIDMAR Notary Public NOTARY PUBLIC - STATE OF ILLINOIS

3 Copies of the completed application should be submitted to the Village's Community Development Department.

Applications may be dropped off at the Village Hall from 8:00 am and 5:00 pm Monday – Friday, or mailed to:

Village of Downers Grove ATTN: Community Development Department 801 Burlington Avenue Downers Grove, IL 60515

ALEXANDER LLC P.O. Box 354 Wayne, Il 60184

Village of Downers Grove

To Whom It May Concern:

Enclosed please find the application for the Ogden Avenue site improvement for 222-224 Ogden Avenue. The site is currently occupied by Radio Shack and Soccer 2000 both long time businesses in Downers Grove. We propose the following.

SCOPE OF WORK:

Remove old nonconforming sign and install new sign in the middle of the lot. Remove old nonconforming building signs and install new signs on building Retrench current electric to sign and trench to new sign. Repave entire front of building. Remove one entrance and relocate two entrances to one entrance. Install new curbs and curb for planters around sign Install new lights in canopy and new lights on East end of building Re-seal Blacktop and restripe

This work is proposed for the Spring of 2012 as Radio Shack's lease prohibits construction this fall. We are not proposing any sidewalks as parking in this area is almost at a crisis situation as it is, with employees having to walk several blocks to get to work. The Village put up no parking signs along Cumnor which made the matter worse. The property located directly to the East at 216 Ogden is also owned by a group that is controlled by my immediate family and we all have agreed that one curb cut would be beneficial to the parking situation and would also make egress easier. We will grant the city of Downers Grove an easement for sidewalks in future if the funds become available.

Thank you for your consideration in this matter. This is not the ideal time to do this as all commercial business is struggling but we feel the necessary repairs and improvements will serve us for years to come and also enhance the attractiveness of Ogden Avenue in Downers Grove.

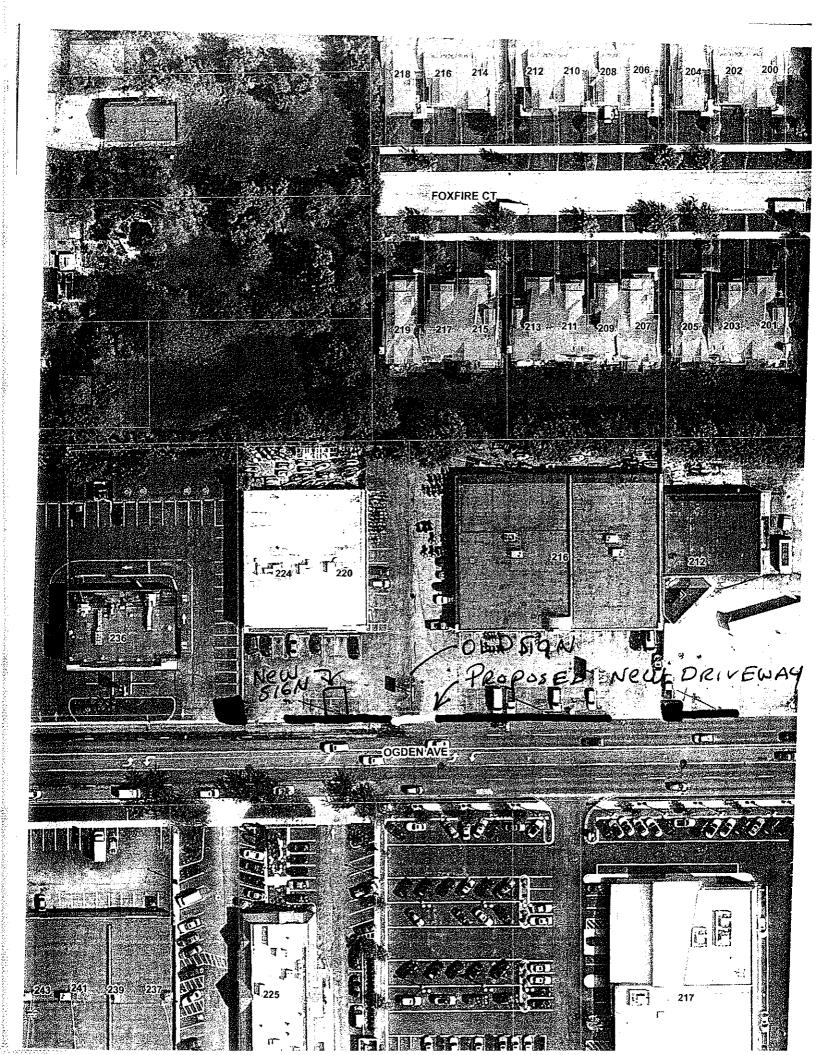
Sincerely,

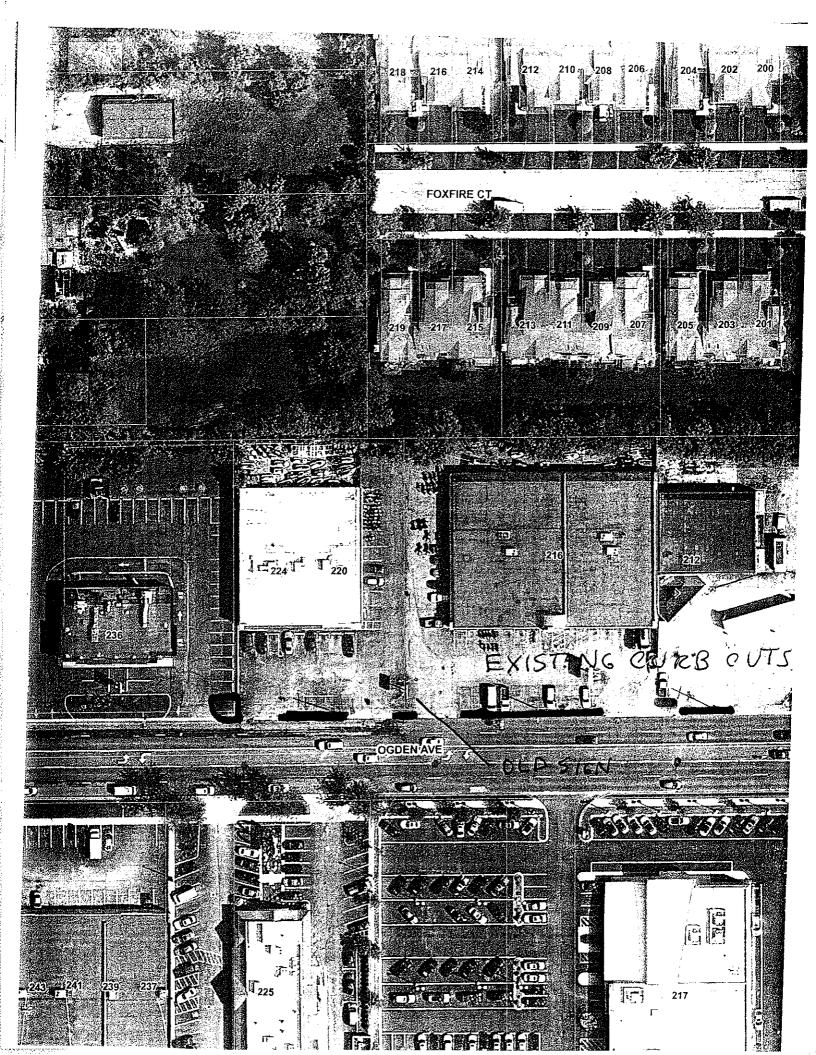
Fred Iozzo 630-584-6515 630-648-4679 fredogden@sbcglobal.net PROJECTED COSTS

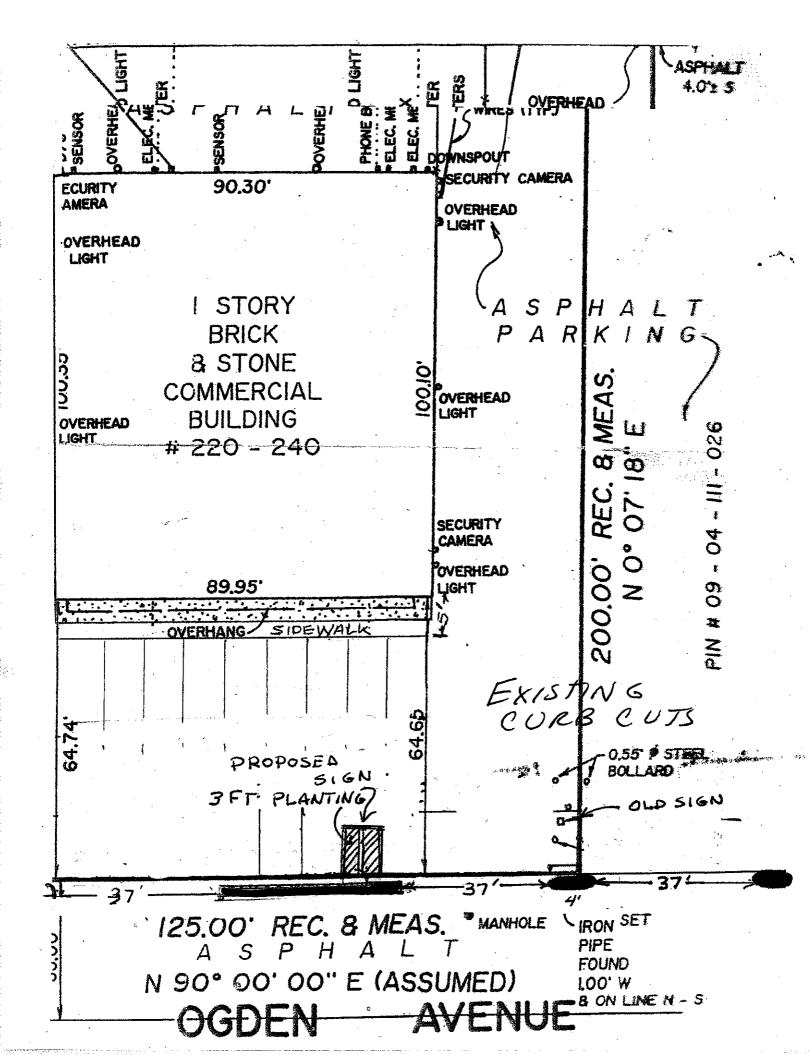
TOTAL COS GRANT ELIG 29070	BIBLE PROJECT COST
23690 22849	23690
5950 10640	5950
720 1000	1000
2460 2300	2300
INCLUDED	
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750 565	565
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1710	1710
9470	9470
2112	2112
	29070 23690 22849 5950 10640 720 1000 2460 2300 INCLUDED 2275 750 565 1710 9470

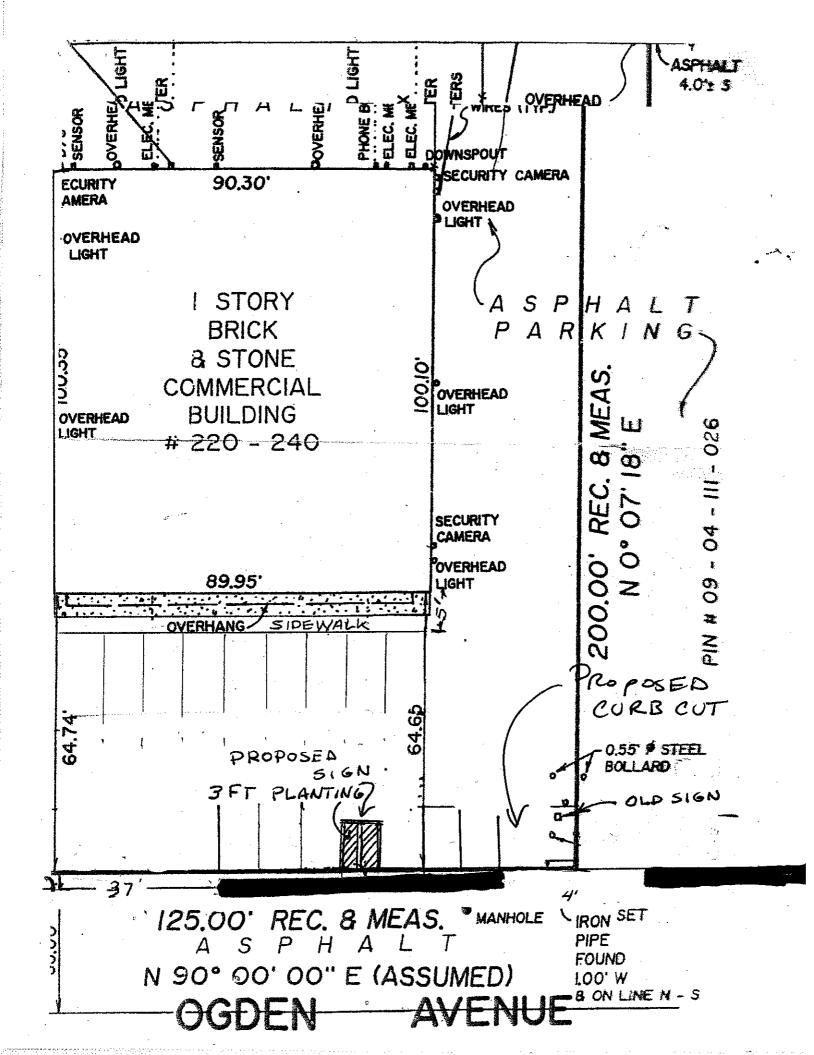
TOTAL COST OF PROJECT

53297









La MANTIA ENTERPRISES, INC. 5100 Williams St. Downers Grove, IL 60515 630/968-0140

August 4, 2011 Fred Iozzo, Jr. P.O. Box 354 Wayne, IL. 60184

-0140 Job Site: Radio Shack / Soccer 2000 220 – 224 Ogden Ave. Downers Grove, IL. Cell: 630-648-4679 Alt Phone: 630/584-6515

Thank you for the opportunity to have us quote your various work at the above location. We propose to furnish labor and materials to complete the following work:

- <u>Asphalt Parking Lot</u>: Remove and replace entire front parking area to East property line back to East corner of building. Remainder of East side building to remain.
- <u>Sign Area</u>: A new monument sign to be removed and replaced by others. Around perimeter install curb 10" high, 14' on East/West side, and 6' on North/South side (Location to be determined by Owner). Fill area in with pulverized dirt. Landscape with (2) Switch Grasses, (4) Grow Low Sumac, and (2) Carpet Roses (Red).
- <u>Entrance Curb</u>: On east side remove depressed curb and change to a barrier curb 20 LF. To become a shared entrance with DGY as discussed. Layout to be finalized by owner if there are any changes. Barrier curb to wrap around to connect to existing curb. Furnish and install pulverized dirt and sod.

ITEMS INCLUDED WITH ASPHALT:

- 1. Stockpile existing bumper to reinstall.
- 2. Saw cut asphalt at east property lane and across area not being replaced.
- 3. Removal of existing asphalt. Haul away spoil with dump fee included.
- 4. Scrape and grade existing area. Furnish and install 2" of Ca6 stone (Allocated 70 tons of Ca6 stone). Spread over lot. Level and compact with vibratory roller and plate compactor.
- 5. Furnish and install 4" of machine laid asphalt (2 layers, 2 1/2" binder and 1 1/2" surface).
- 6. Asphalt to be vibra compacted after 1st lift and compacted on 2nd lift with proper water pitch.
- 7. Reinstall parking bumper and stripe lot per current layout.
- 8. Removal of construction debris.

ITEMS INCLUDED WITH CONCRETE CURB FOR SIGN:

- 1. Excavate and frame as indicated above.
- 2. Install 6 bag concrete mix (4000 PSI) with super structure in curb.
- 3. Broom finish.
- 4. Furnish and install pulverized dirt. Landscape area with (2) Switch Grasses 1 Gal., (4) Grow Low Sumac, and (2) Carpet Roses (Red).
- 5. Mulch around planting area with weed mat.
- 6. Remove construction debris.

Page II.

La MANTIA ENTERPRISES, INC. 5100 Williams St. Downers Grove, IL 60515 630/968-0140

August 4, 2011 Fred Iozzo, Jr. P.O. Box 354 Wayne, IL. 60184

Job Site: Radio Shack / Soccer 2000 220 – 224 Ogden Ave. Downers Grove, IL.

ITEMS INCLUDED WITH CONCRETE CURB EAST SIDE:

- 1. Removal of depressed curb 20 LF. Leaving 16 LF between DGY and Radio Shack opening.
- 2. Excavate and frame barrier curb at Ogden Ave to wrap around to match existing. Area between to be filled in with pulverized dirt and sod.
- 3. Drill # 4 into existing structure where available.
- 4. Install 6 bag concrete mix (4000 PSI) with super structure in curb.
- 5. Broom finish.
- 6. Saw cut at the joints and expansion joints.
- 7. Remove construction debris.

New asphalt/concrete areas are not to be used for three (3) days or driven on for five (5) days.

PRICE FOR THIS JOB AS OUTLINED BELOW:

Asphalt Parking Lot \$ 23,690.00 ____INT

Curb for Sign with Plants \$ 2,275.00 INT Breakdown: Curb \$ 1,710.00 & Plants \$ 565.00

Change Curb from Depressed to Barrier \$ 1,925.00 _____INT

This is a quote only, final Prices are subject to change per field verification of job site and final plan modifications by Owner.

NOTE: Prices are determined, upon all described work being done simultaneously.

OTHER SERVICES AVAILABLE BUT NOT INCLUDED:

1. Any other miscellaneous asphalt/concrete/trench work not mentioned above.

2. Additional excavating if bad soil conditions \$38.00 per yard - Hauling, dump fee and stone.

3. Permits are an additional charge - La Mantia to obtain cost to be added to price.

Accepted:

We welcome the opportunity to serve you.

Date:____

Dominic La Mantia, Manager. La Mantia Enterprises, Inc. Licensed, Insured & Bonded.

PLEASE SIGN AND RETURN ONE COPY WITHDEPOSIT.

PLEASE READ THE <u>CONDITIONS OF CONTRACT</u> ON THE REVERSE SIDE OF THIS PAGE. Upon agreement, sign and return one copy with deposit. La Mantia to Contact utilities before any work is started. Prices are good for 30 days. Deposit of 1/3 is required, with balance due on completion. All agreements are contingent upon weather and delays beyond our control. Liens will be placed at 45 days and all attorney fees will be added with interest at 1 1/2% per month (18% annum) for all past due accounts.

Pro	posal ———	
U.S.P. U.S.P. STABLISHED 1970 U.S. 318 St. Pa Carol Stream Phone (630) 653-490	Paving ul Boulevard n, Illinois 60188 0 Fax (630) 653-4944	Blacktop Concrete Brick Paving New asphalt needs to dry for 6 months or longer before sealing.
PROPOSAL SUBMITTED TO <u>Masters Property Management</u> STREET	PHONE 630-584-6515 JOB NAME	DATE 07-27-11
P.O Box 354 CITY, STATE AND ZIP CODE	Fred Iozzo Cell- (530-648-4679
Wayne SQ. JOB # FT. 7456 YD. 11-0321	PERMIT # FINAL INSPECTION	JOB PHONE Grove
Parking	L O t	
Remove all black top and haul away to		xisting gravel,
add gravel as needed to level for pro	per drainage, roll a	nd compact
gravel with vibratory rollers. With pa	aving machine apply	4" inches
bituminous concrete in two(2) layers.		
Class I-ll surface asphalt. Roll and o		
lay out and re-stripe parking stalls.		[\$ 29,070.00
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MATERIAL & WORKMANSHIP MEET OR EXCEED STATE OF ILL GUARANTEE: AS SPECIFIED FOR ONE YEAR. NO GUARANTE	INOIS AND LOCAL GOVERNMEN	T REQUIREMENTS.
We Propose hereby to furnish material and labor - complete in a		cations for the sum of:
Twenty Nine Thousand and Seventy	dollars \$dollars	29,070.00
ADDITIONAL COST IF APPLICABLE, Permit Fee \$	Options \$ E	xtras \$
PAYMENT: A. Allore Proceeder		
All material is to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. U.S. Paving is licensed, bonded and insured. Our workers are fully covered by Workmen's Compensation Insurance.	Authorized Signature Note: This proposal may be	Halmer,
Acceptance of Proposal — The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	withdrawn by us if not accepted within . \checkmark	days.
Date of Acceptance	/ ·	
TERMS C.O.D. UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE	Signature	

raving

Copyright U.S. Paving



Proposal

Rose Farm Paving, Inc. 16208 Collins Rd Woodstock, IL 60098 (815) 338-2730 Fax: (815) 338-2732 www.rfpaving.com

Date: 7/28/2011 Job #: 204003

	···· · · · · · · · · · · · · · · · · ·				
	<u>Submitt</u>	ed To:		Description of Jo	b:
Business:			Scope:	3" Driveway Remove &	
Name:	Fred lozzo		Address:	220-224 Ogden Ave	
Address:	33W079 Honey H	ill Circle		Downers Grove, IL	
	Wayne, IL 60184			,,	
Phone:	630-584-6515				
······	PROMISE TO DO T	HE FOLLOWING:		······································	
	haul off existing bitun			··· ··································	··· ··· ··· ··· ··· ··· ··· ··· ··· ··
rice includes	28 tons	of gravel base. Gravel will be t	line graded and	t compacted.	
achine lay 1.	5" of bituminous asp	halt binder and 1.5" of bituminou	us asphalt surfa	ace. Total compacted thickn	ess will equal 3".
	way where it meets th				
		's consent, we will charge by the			
ni turnən din	u matan any necessa	ry additional gravel base for \$25	b/ton. Gravel v	will be graded and compacted	l.
otal square fe	et: 8000				
dditional Note	s:				
lf Discol fusi	ricco over ficinalia	n Alexan will be a first sure to			
is the mount	nises uver so/ganu	n, there will be a fuel surchar	ge of 5% adde	d to your bill	
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e hereby propos	se to furnish materials an	d labor in complete accordance with a	bove specification	ns, for the sum of:	
				.	
ayment to be ma	de as follows:	DOLLARS	5: \$22,849. 6	2	
•		signing. Remaining balance due	at completion		
	arge per month will be ac	,	at completion.	· · · · · · · · · · · · · · · · · · ·	
	<u></u>				
			Note this r	oroposal may be withdrawn	if make a second set
thorized Sign	ature		within 30 c	lays.	IT NOT ACCEPTED
ceptance of I	Proposal				· · · · · · · · · · · · · · · · · · ·
		ions are satisfactory and are hereby a	econd		
	to do the work specified	-	iccepted.		
	nade as outlined.	•		Talanta gang	
27.02 (MA 89)					
thorized Purc	haser/Customer	Date	Authorized	Purchaser/Customer	Date
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	it aj	RETURN ONE COPY	r I O Hose	⊢arm Paving, Inc.	< · · · · · · · · · · · · · · · · · · ·
		·			Page 1 of 2

ge 1 of 2

Rose Farm Paving, Inc - Terms & Conditions

Owner/Contractor/Agent (hereinafter "Customer), at its sole expense, shall comply and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders, or regulations of any governmental body having jurisdiction over the site, the work or the Customer shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

In order to meet any agreed upon completion date, Rose Farm Paving must receive a 10 day advance notice to proceed plus the total number of working days required to complete the work under normal conditions.

Prior to commencement of the work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work to be completed by Rose Farm Paving. If Rose Farm Paving is directed to commence work prior to the time such other work is completed, Customer agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Rose Farm Paving commencing any of the work before any others have completed their work.

This proposal includes 1 trip onto the job for each phase of work (i.e. Grading, Paving, etc.) If Rose Farm Paving is required to make more than the 1 trip per phase of the job due to the acts or omissions of Customer, the charge for such mobilizations shall be \$1,500.00 per trip, unless otherwise agreed upon.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. If after proper notification to Customer, Rose Farm Paving is unable to complete the work due to vehicles or other obstruction, additional trip charges may apply.

All labor and material is conclusively accepted as satisfactory unless the contractor is notified in writing within 5 days after the work is performed. Any claim of property damage is conclusively waived unless Rose Farm Paving, or the General Contractor responsible for the project, is notified within 72 hours of occurrence.

Soil conditions such as the presence of clay and sand as well as temperature and moisture content may result in cracking. The Customer understands that this is a risk inherent in the paving industry.

All asphalt surfaces, especially those that are resurfaced, will eventually crack. Rose Farm Paving, Inc. does not guarantee their work against cracking, since this is a condition of nature and beyond the control of the Rose Farm Paving. EXCEPTION- if asphalt cracks within the first year, Rose Farm Paving will fill cracks free of charge.

Rose Farm Paving, Inc. is not responsible for damage or injuries caused by any privately (not installed by a public utility company) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The Customer or his agent agrees to indemnify and hold harmless Rose Farm Paving, Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

The contract does not contemplate the encountering of underlying concrete, wood, paving fabric, or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered Customer may be charged for the extra work incurred, unless such conditions were noted on the contract.

Rose Farm Paving reserves the right to terminate this contract unless minimum grades of 1% are attainable for surface drainage. If Customer directs construction with less then a minimum 1%, it is understood that water-ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Rose Farm Paving, Inc. is not responsible for surface deflection of less than ¼".

Upon contract acceptance, unless cancellation is received within 3 days after the date of acceptance, Rose Farm Paving, Inc. assumes that the Customer accepts the work herein described and terms and conditions of sale contained in the contract. Any withdrawal of this contract could result in a partial billing to reimburse Rose Farm Paving, Inc. and its subcontractors for planning, preparation, and materials already ordered or installed on job site. The maximum that may be billed is \$2,500.00 for a commercial job (the cost of putting together a commercial bid) or \$200.00 on a residential job. If acceptance of this proposal is made other than by use of this form, such contract and acceptance shall be subject to the terms and conditions herein.

Prior to Rose Farm Paving beginning work under this agreement, Customer shall provide evidence to Rose Farm Paving that Customer has made financial arrangements acceptable to Rose Farm Paving to fulfill Customer's obligations under this agreement

Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire tornado and other necessary insurance.

If Customer has not paid bill in full within 60 days after invoicing, a lien will be redorded against the property where work was performed and the Customer shall assume all costs of same, including administrative fees, reasonable attorney/legal and recording fees.

Customer shall pay upon demand all Rose Farm Paving's costs, charges and expenses, including reasonable fees for attorneys, agents and other retained by Rose Farm Paving incurred in enforcing any of the obligations of Customer under this contract or in any litigation, negotiation or transaction in which Rose Farm Paving shall, without Rose Farm Paving's fault, become involved with through or on account of this contract. All litigation resulting from this contract shall be subject to the jurisdiction of the Circuit Court of McHenry County, Illinois

Date

All pricing is liable to increase due to the pricing variability of asphalt. I accept all proposal terms & conditions.

Job #: 204003 Customer's Signature

Signature

Credit card #_____ Visa/ Mastercard / Discover (please circle) 3 Digit CRV Code: Expiration Date:



Page 2 of 2



Display Sales Contract For service call (815)729-9700 Fax (815)729-3355 sales@gratesigns.com

Salesperson: Alden

Agreement made and	-3-11 between Grate Signs, Inc., a corpo	ration, herein calle	d SELLER, Lo	ocated at 4044 W. McDonough Street, Joliet, Illinois
BUYER: Address: City, State, Zip:	Radio Shack 220-224 Ogden Ave. Downers Grove, IL		Contact: Telephone: Fax:	Fred Iozzo 630-584-6515
		•	Email:	fredogden@sbcglobal.net
	an individual 🔲	a partnership 🔲		a corporation

ADDRESS OF INSTALLATION: Same as above

1. Sale: Seller shall, to Buyer's special order and specifically for Buyer's use, construct and install for and sell to Buyer the advertising display(s) herein called "Display", in accordance with the specifications set forth below.

2. Price and Terms:

Price of Display	\$5,950.00
Sales Tax	SIncluded
Less Down Payment (includes sales tax)	\$2,975.00
Balance payable upon installation	\$2,975.00

3. Specifications:

Design Number(s):11-0429

Fabricate & Install on a new steel pipe direct buried in a new concrete foundation one (1) double-face internally-illuminated 36 sq.ft. Monument Sign per Design #11-0429. Existing pylon sign & pipe to be removed & discarded.

All designs, colors, and specifications as per the approved design. In case of variance between the above specifications and the approved design, the latter shall prevail, however such design shall be approved in writing by the Seller and Buyer. Permit fees, including parking and sidewalk obstruction permit fees, engineering fees, and variance fees, if required, will be billed extra to the contract amount,

4. BUYER SHALL PROVIDE ELECTRICAL SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 6 FEET OF LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE, AND MAKE CONNECTION THEREOF TO DISPLAY.

5. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed on behalf of Buyer and by an officer of Seller at Seller's office in the State of Illinois. This Agreement, including the contract terms on the next page, which are incorporated herein by reference, constitutes the entire understanding between the parties, and this Agreement was entered into in the State of Illinois and the laws of the State of Illinois shall apply to the formation and enforcement of this Agreement.

A. Do not sign this contract before you read both pages hereof or if it contains any blank space.

- B. You are entitled to a completely filled in copy of this contract when you sign it.

C. Under the law you have the following rights among others: (a) To pay off in advance the full amount due and to obtain a partial refund of the finance charge;

(b) Under certain conditions to redeem the property if repossessed for a default.

6. TITLE: Ownership of display shall remain in Seller until all of the payments are made and all of the conditions herein contained are fully satisfied with, at which time Buyer shall be vested with full tide to display. Buyer shall bear all risk of loss of display after Seller has completed its installation. Buyer will not sell, pledge, mortgage or encumber the display/ sign and by react with the every overed by this Agreement. The Seller and Buyer hereby state their Agreement that with the exception of the supports which are sunk into the site with concrete the balance of the display/sign is removable without damaging the site and therefore is not a fixture(s).

Accepted:

Accepted:

7. BUYER OBLIGATION: The Buyer hereby agrees that until said sign is fully paid for, and while the same is in Buyers possession, that the Buyer will maintain the said sign in good condition and repair; and will, without cost or charge to Seller, insure same for the benefit of the Seller in the amount of the total purchase price, and repair and make good any damages which may occur to said display/sign and property furnished therewith, ordinary wear and tear only excepted; also during the purchase installment period Buyer will save, protect and indemnify said Seller from any and all claims made, and any and all damages or loss whatsoever, sustained or claimed to be sustained by any person, firm or corporation whoever shall claim damages or loss, from, by, or due to the use, operation or maintenance of said sign by Buyer, or any part thereof, or the effect of the elements or any other cause whatsoever on said sign, or any parts thereof, either whole or in part. In the event of a non-payment of the installments at the times specified, or of the sale, encumbrance or removal or abandonment of said property or moving away from the premises where said sign has been erected, without the written consent of the Seller or any other breach of Buyer's obligations hereunder, any and all right to possession of said property is the end or in any building or parts thereof for the renoval of the said sign removing of the said sign property with or without process of law and any and all claims arising or claimed to arise because of the taking, removing and retaining of said property by the Seller are hereby waived and released by Buyer, and Buyer hereby covenants and agrees to save and keep the Seller free and hamless from any and all such claims and damage, and the Seller shall be entitled to retain any display/sign.

8. COST OF ELECTRICITY: REINFORCEMENT OF BUILDING; PHYSICAL CONDITIONS: Buyer shall be responsible for and pay all electricity used by display, all necessary reinforcements to the building on which display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions or underground obstructions.

9. DELIVERY AND PERFORMANCE: Seller shall perform its obligation with due diligence but shall not be considered responsible for delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations and other causes beyond its reasonable control.

10. PERMITS, LICENSES, FEES AND TAXES: Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, or from any other entity, and for all private or public permissions necessary for the maintenance, use and existence of the Display. Seller shall obtain and pay for (as Buyer's agent) permits and licenses from public anthorities for initial installation of the Display. Buyer will be responsible for seeing that public and private permits, once issued, shall not be revoked. Buyer shall pay all State, Federal and local taxes and permit fees with respect to Display.

11. DEFAULT: Buyer shall be in default if it fails to perform any of its obligations under this Agreement or any companion maintenance Agreement relating to Display (which is hereby incorporated) between the parties hereto, or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes any assignment for the benefit of creditors. In the event Seller is herein required to or deems it necessary to file suit hereunder the Buyer shall also be liable to reimburse Seller for the fair and reasonable amount of attorney's fees and costs of suit incurred by reason of Buyer's default.

12. SALE OF SELLER: The Buyer acknowledges that this contract may be sold and assigned by Seller and agrees that Buyer will not setup against any said assignee of this Contract any claim or defense which Buyer may have against the Seller.

13. TRANSFER OF AGREEMENT: This Agreement shall be binding upon the respective successors (subject to Article 12 herein) and assigns of the parties. However, the interest of Buyer shall be transferable only with prior written consent of the Seller.

14. DELINQUINT PAYMENTS: Interest will be charged on past due payments of principal at the highest rate permitted by Illinois Law.

15. INSURANCE: Until fully paid for the Buyer shall insure display/sign for benefit of Seller against loss by fire or other casualty, and furnish Seller with evidence of such insurance on demand. The amount of insurance shall be the original purchase price under this Agreement.

16. WARRANTY: Seller warrants to Buyer that Display (excluding lamps and accessories as to which the Seller makes no warranty, but which may be covered by manufacturer warranty) at the time of installation will be free from defects of material and workmanship, and will be in accordance with SPECIFICATIONS which are listed on the top of this Agreement. Seller's sole obligation under this warranty is limited to either, (at Seller's option), repairing or furnishing a replacement of Display or the parts thereof, which are determined not to conform with the SPECIFICATIONS and Buyer's exclusive remedy for breach of this warranty will be enforcement of such obligation of Seller. Any action for breach of any warranty must be commenced within one year after date of installation. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF MERCHANTABLILTY, FITNESS FOR PARTICULAR PUROPSE AND OF ANY OTHER TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED.

17. PATENED ITEM: Buyer acknowledges and agrees that the Price Expander family of products are patented items and that the graphic panels for the Price Expander Deluxe are an integral part of its design and must be purchased from Grate Signs, Inc. Failure to abide by this provision could subject Buyer to a penalty of up to \$100 per day plus reasonable attorneys fees incurred in the enforcement of this provision.

18. WAIVER OF BREACH: Time and punctual performance of each provision are of the essence of this Agreement. No waiver by either party of any default shall constitute a waiver of any subsequent default.

19. SEVERIBLITY CLAUSE: If any provision of this Agreement shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective, and is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid. The headings in this Agreement shall not affect in any way its meaning or interpretation.

I ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT, EXECUTED BY BOTH THE BUYER AND THE SELLER.

ACCEPTED: GRATE SIGNS, INC.	BUYER(Individually and as anthorized agent for)
BY:	
TITLE:DATE	TITLEDATE

GUARANTY: For value received I or we the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the forgoing Agreement, at the dates and for the purpose therein stated, and the performance of all other undertakings by Buyer as herein provided, including reasonable attorney's fees. The undersigned agrees that no notice of acceptance by Seller of this Guaranty shall be required of Seller.

	 _by(Guarantor
Date	 _By	Guarantor

Dote

2/2

Proposal

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DOYLE SIGNS, INC.

232 Interstate Road Addison, IL 60101 (630)543-9490 FAX (630)543-9493

GRANT STREET PROPERTY MANAGEMENTS	630-584-6515	7/2	8/2011		
PO BOX 354	630-762-9131		RADIO SHACK / SOCCER 2000		
WAYNE, IL 60184	I Actress	224	OGDEN AVENUE	£	
FRED IOZZO	·······	DO	WNERS GROVE, I	IL 60515	
Description			Price	Extension	
Remove and scrap the existing Radioshack p Cut off the bollards at grade.	ylon sign and cut off the supp	ort at grade.	\$720.00	\$720.00	
Reroute the electric approx. 70'0" from the old through parking lot area. Patching is included	l sign location to the new sign I.	location	\$2,460.00	\$2,460.00	
 Excavate in a parking lot pavement area an applanting area and the monument sign foundatione steel support, a 4" high concrete pad for the sign. There needs to be 3'0" between the landscaping requirements of Downers Grove. Furnish and install one(1) 4'0" high x 9'0" wide fluorescent illuminated monument sign with two vinyl applied graphics for RadioShack and Sociand support and complete hookup to the 120V 	ion. Provide a concrete found the masonry and approx. 12" sign and the curb to maintain @ @ 10'0" overall high double- to flat white lexan faces on ea ccer2000. Mount on the new / primary service at the base	dation and set curbing around the faced ch side and sign foundation	\$6,890.00	\$6,890.00	
available at time of installation). Provide a 2"	reveal under the sign.		\$3,750.00	\$3,750.00	
Provide an approx. 5'6" high x 5'0" wide rough cap under the new sign cabinet on top of the n		ith a limestone	\$2,890.00	\$2,890.00	
Furnish and install two(2) sets of 6" high "224" painted black and pin mount with a 1/2" project	x 1/2" deep flat cut-out alumi tion on either side of the mas	num numerais onry base.	\$290.00	\$290.00	
Estimated sales tax Required permit fees are additional (at cost	of each permit, plus stafftime)	additional additional	additional additional	
	·			TOTAL:	
We propose to furnish material and				\$17,000.00	
All material is guaranteed to be as specified. All work to be compl involving extra costs will be executed only upon written orders, and beyond our control. Owner may carry fire, tornedo and other nece	o will decome an extra charge over and	above the estimate. covered by Workmer	All agreements contingent upo i's Compensation Insurance.	on strikes, accidents, or delag	
* Landlord approval is by others.			QUIRED DEPOSIT	\$8,500.00	
* Hook-up to your 120V primary service within 5'0" of elec * Any engineering required by the local municipality is add	itional.		ns is included.		
* There will be additional charges for any poor soil condition * Doyle Signs, Inc. is not responsible for damage to under	ons that require additional excavations	n, fill or concrete.			
* Any insurance required in addition to our standard insura requests for any special endorsements, primary, non-cor * The customer agrees that in the event that the invoice is not pe	ance coverages will be added to the tributory umbrelia coverage, waive	is of subrogations	performance and nevment I	bonde	
 * Cancellation expense: 50% of the sale price if work has * Digital artwork is to be provided with order for custom log * The customer is responsible for the cost of all products fit 	not been started, and 90% if work h gos. Any computer time by Doyle to	as been started but Vectorize' art is ad	not completed. ditional.		
Payment to be made as follows:				-	
50% down payment with order and balance due upon co. A 3% service charge for the use of a credit card will be in Your order will be processed only when the deposit	curred in addition to the proposed i	orice listed above.			
		JOHN E. S	TREETZ	······	
	Note: This proposal		wn if not accepted with	in 45 days.	
EPTANCE OF PROPOSAL: The above prices, fications and conditions are satisfactory and are by accepted to do the work as specified. Payment will	Signature				
ade as outlined above.					

Proposal

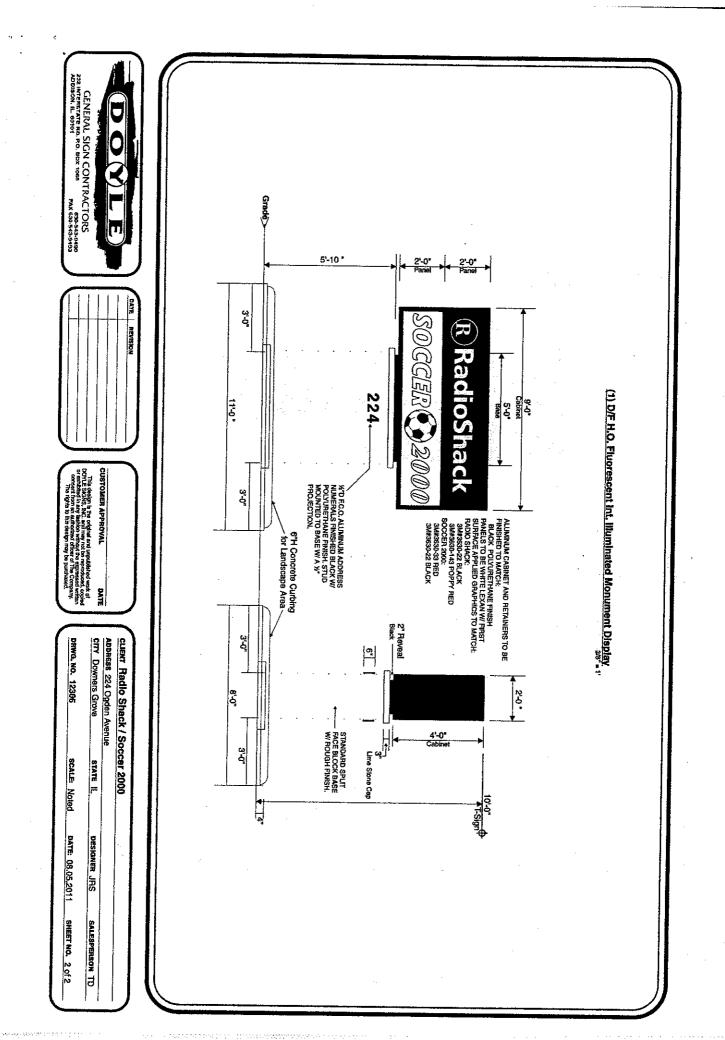
DOYLE SIGNS, INC. 232 Interstate Road Addison, IL 60101 (630)543-9490 FAX (630)543-9493

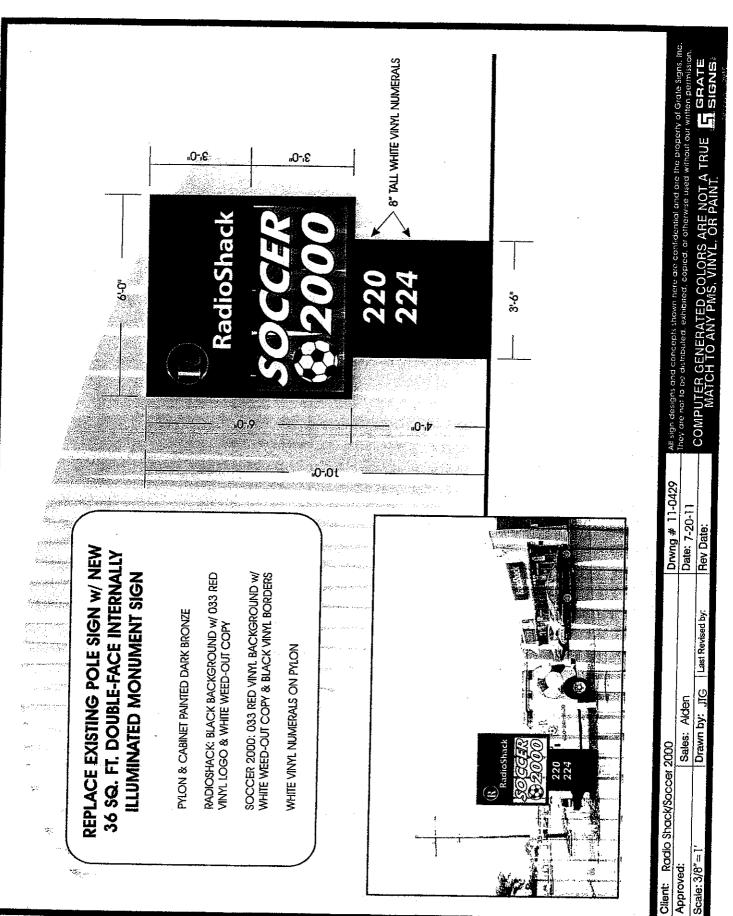
GRANT STREET PROPERTY MANAGEMENTS	630-584-6515	7/28	8/2011				
PO BOX 354	630-762-9131		Y MOTORSPORTS	3			
WAYNE, IL 60184		216	216 OGDEN AVENUE				
FRED IOZZO		DO	DOWNERS GROVE, IL 60515				
Description			Price	Extension			
Remove and scrap the existing DGY pylon bollards at grade.	sign and cut off the support at (rade. Cut off the	\$890.00	\$890.00			
Reroute the electric approx. 40'0" from the	old sign longition to the new size			,			
parking lot area. Patching is included.	old sign location to the new sign	nocation through	\$1,760.00	\$1,760.00			
Excavate in a parking lot pavement area an planting area and the monument sign found one steel support, a 4" high concrete pad for the sign. There needs to be 3'0" between the requirements of Downers Grove.	lation. Provide a concrete foun or the masonry and approx. 12" he sign and the curb to maintair ide @ 10'0" overall high double	dation and set curbing around the landscaping faced	\$6,890.00	\$6,890.00			
fluorescent illuminated monument sign with flat white lexan faces and vinyl applied graphics. Mount on the new sign foundation and support and complete hookup to the 120V primary service at the base of the sign (if available at time of installation). Provide a 2" reveal under the sign. \$3,750.00							
Provide an approx. 5'6" high x 5'0" wide rou cap under the new sign cabinet on top of the	\$2,890.00	\$2,890.00					
Furnish and install two(2) sets of 6" high "216" x 1/2" deep flat cut-out aluminum numerals painted black and pin mount with a 1/2" projection on either side of the masonry base. \$290.00							
Estimated sales tax			additional	additional			
Required permit fees are additional (at co	ost of each permit, plus stafftime)	additional	additional			
				TOTAL:			
We propose to furnish material a	nd labor - complete in accordance	with above specific	ations, for the sum of:	\$16,470.00			
material is guaranteed to be as specified. All work to be con piving extra costs will be executed only upon written orders, rond our control. Owner may carry fire, tornado and other n	and will become an exits chame over one	i ohnivo tho celimente 🕺 🕺		on from the above specific n strikes, accidents, or del			
Landlord approval is by others.		RE	QUIRED DEPOSIT	\$8,235.00			
Hook-up to your 120V primary service within 5'0" of el	lectrical wall signs and at the base of e	electrical ground sign	s is included.				
Any engineering required by the local municipality is a There will be additional charges for any poor soil conc	idditional. fitions that require additional execution	the an annual a		-			
Doyle Signs, Inc. is not responsible for damage to unc	lerground sprinkler systems.						
Any insurance required in addition to our standard ins requests for any special endorsements, primary, non- The customer agrees that in the event that the invoice is not	paid in full within the payment terms, Doy	rs of subrogations, pe le Signs, Inc. reserves	enformance and payment be the dott to remove the signed				
Cancellation expense: 50% of the sale price if work ha	as not been started, and 90% if work h	as been started but r	not completed	•			
Digital artwork is to be provided with order for custom The customer is responsible for the cost of all product	s furnished and installed per approved) 'vectorize' art is add I drawing including co	itional. Intent, design, color and tra	ademark.			
Payment to be made as follows: 50% down payment with order and balance due upon	completion						
A 3% service charge for the use of a credit card will be Your order will be processed only when the depos	e incurred in addition to the proposed sit is received. Authorized Signature	orice listed above.					
	Laniouzaa diduginia	JOHN E. S					
	Noto: This prevent			4 4 F Maria			
ANCE OF PROPOSAL: The above prices,	Note: This proposa	may be withdraw	<u>in il not accepted</u> withi	n 45 days.			

Signature

Section Section

Date of Acceptance





|**0**|⊲



Display Sales Contract For service call (815)729-9700 Fax (815)729-3355 sales@gratesigns.com

Salesperson: Alden

Agreement made 10-28-11 between Grate Signs, Inc., a corporation, herein called SELLER, Located at 4044 W. McDonough Street, Joliet, Illinois BUYER: Radio Shack/Soccer 2000 Contact: Fred lozzo Address: 220-224 Ogden Ave.

City, State, Zip: Downers Grove, IL

an individual 🛄

Telephone: 630-584-6515 Fax: Email:

a corporation

ADDRESS OF INSTALLATION: Same as above

1. Sale: Seller shall, to Buyer's special order and specifically for Buyer's use, construct and install for and sell to Buyer the advertising display(s) herein called "Display", in accordance with the specifications set forth below.

a partnership

2. Price and Terms;

Price of Display \$15,870.00 Sales Tax **SIncluded** Less Down Payment (includes sales tax) \$7,935.00 Balance payable upon installation \$7,935.00

3. Specifications:

Design Number(s):See Below

Fabricate & Install the following internally-illuminated signs:

One (1) double-face Monument Sign on new steel pipe & foundation per Design #11-0429.(\$5,950.00) One (1) 3'0"x 14'6" single-face building sign (Radio Shack) per Design #11-0636. (\$3,940.00) One (1) 4'0"x 23'0" single-face building sign (Soccer 2000) per Design #11-0635. (\$5,980.00)

All designs, colors, and specifications as per the approved design. In case of variance between the above specifications and the approved design, the latter shall prevail, however such design shall be approved in writing by the Seller and Buyer, Permit fees, including parking and sidewalk obstruction permit fees, engineering fees, and variance fees, if required, will be billed extra to the contract amount.

4. BUYER SHALL PROVIDE ELECTRICAL SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 6 FEET OF LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE, AND MAKE CONNECTION THEREOF TO DISPLAY.

5. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effoct until signed on behalf of Buyer and by an officer of Seller at Seller's office in the State of Illinois. This Agreement, including the contract terms on the next page, which are incorporated herein by reference, constitutes the entire understanding between the parties, and this Agreement was entered into in the State of Illinois and the laws of the State of Illinois shall apply to the formation and enforcement of this Agreement. NOTICE TO BUYER

A. Do not sign this contract before you read both pages hereof or if it contains any blank space.
 B. You are entitled to a completely filled in copy of this contract when you sign it.

- C. Under the law you have the following rights among others:

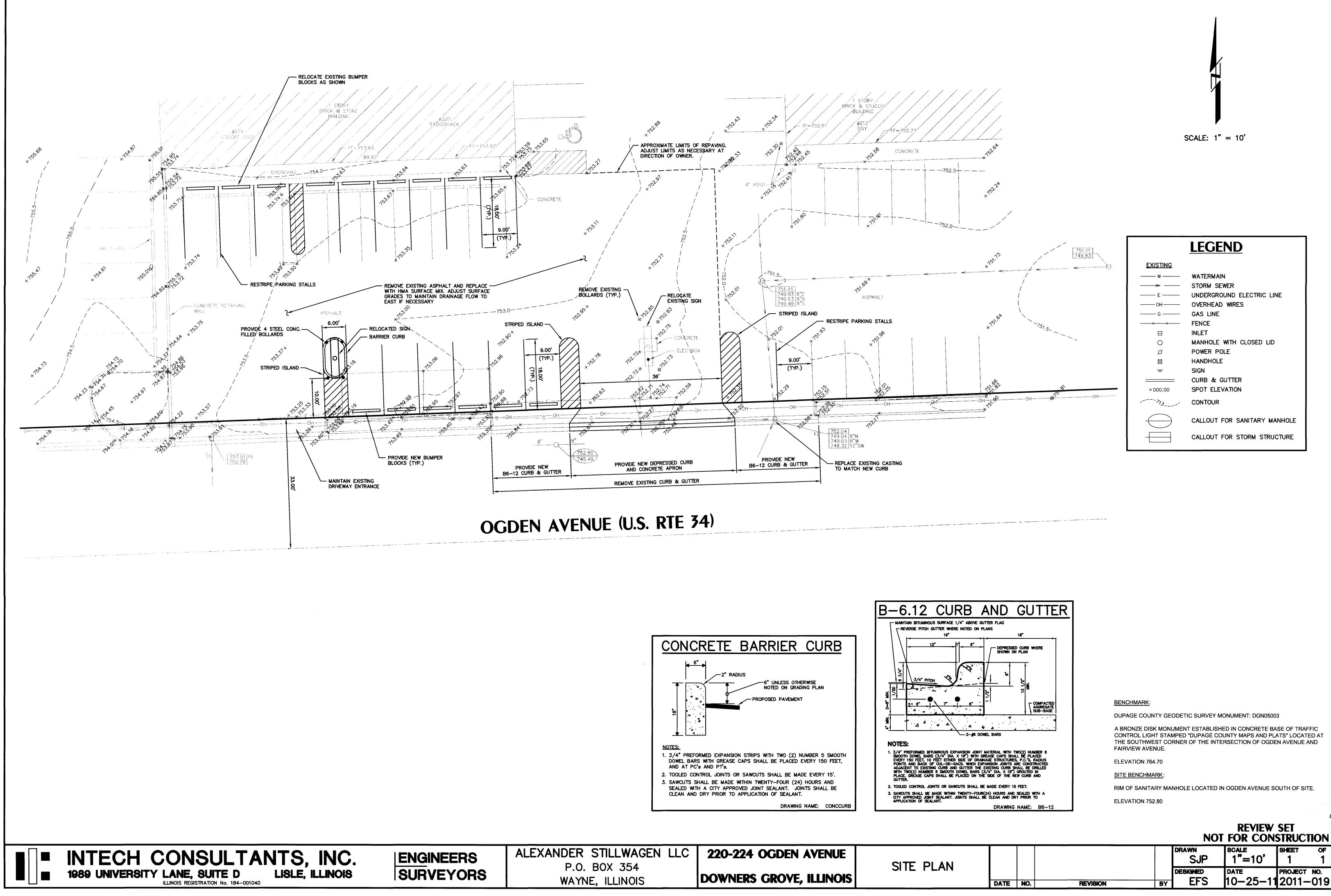
(a) To pay off in advance the full amount due and to obtain a partial refund of the finance charge;

(b) Under certain conditions to redeem the property if repossessed for a default.

6. TITLE: Ownership of display shall remain in Seller until all of the payments are made and all of the conditions herein contained are fully satisfied with, at which time Buyer shall be vested with full title to display. Buyer shall bear all risk of loss of display after Seller has completed its installation. Buyer will not sell, pledge, mortgage or encumber the display/ sign or other property covered by this Agreement. The Seller and Buyer hereby state their Agreement that with the exception of the supports which are sunk into the site with concrete the balance of the display/sign is removable without damaging the site and therefore is not a fixture(s).

Accepted:

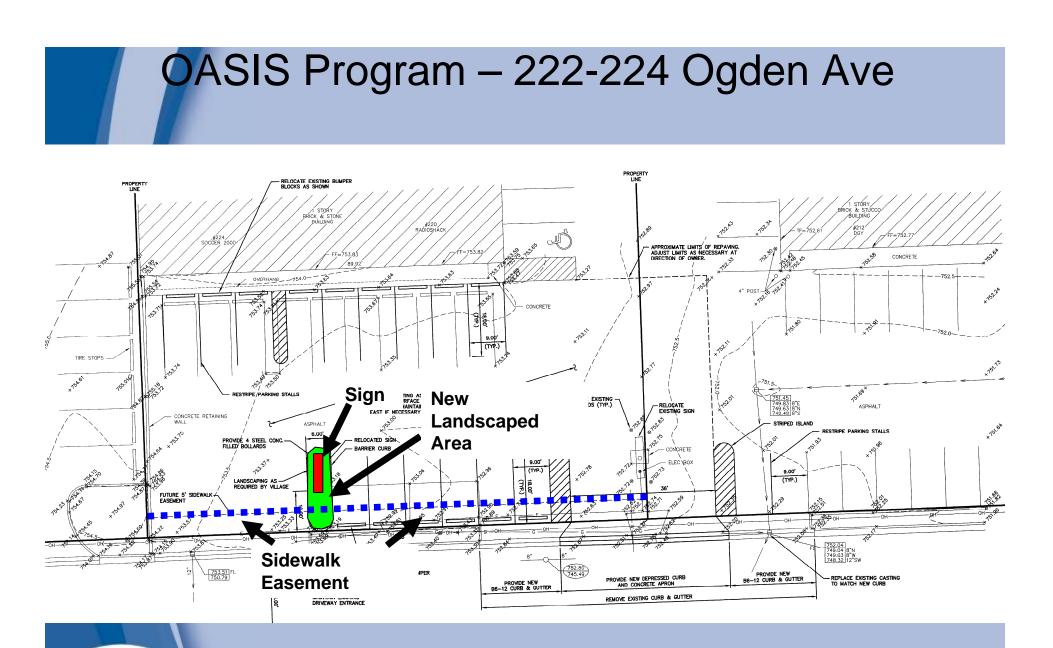
Accepted:



ERS	ALEXANDER STILLWAGEN LLC	220-224 OGDEN AVENUE		
ORS	P.O. BOX 354 WAYNE, ILLINOIS	DOWNERS GROVE, ILLINOIS	SITE PL	

CONTROL LIGHT STAMPED "DUPAGE COUNTY MAPS AND PLATS" LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF OGDEN AVENUE AND

	NOT FOR CONSTRUCTION								
_AN					drawn SJP	scale 1"=10'	SHEET 1	of 1	
					DESIGNED	DATE		NO.	
	DATE	NO.	REVISION	BY	EFS	10-25-11	2011-	013	



OASIS Grant Overall Site Map

