



Village of Downers Grove

Annual Joint Review Board Meeting
Meadowbrook Shopping Center Tax Increment Financing District

Table 1 - Detailed information on this Joint Review Board Meeting

Meeting Location	Civic Center – Betty Cheever Council Chambers
Meeting Address	850 Curtiss St., Downers Grove, IL 60515
Meeting Date	July 20, 2026 at 4:10 PM

Call to Order.

Roll Call.

Overview of the Annual 2025 Meadowbrook Shopping Center T.I.F. Report.

Questions and Discussion.

Public Comments.

Adjournment.

ANNUAL TAX INCREMENT FINANCE REPORT



Name of Municipality:	Village of Downers Grove	Reporting Fiscal Year:	2025
County:	DuPage County	Fiscal Year End:	12/31/2025
Unit Code:	022/042/32		

First Name:	Jason	Last Name:	Zawila		
Address:	850 Curtiss Street	Title:	Planning Manager		
Telephone:	630-434-5520	City:	Downers Grove	Zip:	60515
E-mail	jzawila@downers.us				


 Written signature of TIF Administrator

Date 6/20/26

FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

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

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2025

Name of Redevelopment Project Area:

Meadowbrook Shopping Center

Primary Use of Redevelopment Project Area*:

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

If "Combination/Mixed" List Component Types:

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

Tax Increment Allocation Redevelopment Act _____

Industrial Jobs Recovery Law _____

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (Labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (Labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (Labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (Labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (Labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (Labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (Labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (Labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (Labeled Attachment H).	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (Labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and <u>actual debt service</u> . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (Labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (Labeled Attachment K).	X	
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (Labeled Attachment L).	X	
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (Labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (Labeled Attachment N).	X	
Letter from the Mayor/Village President designating the municipality's TIF Administrator. Must include the phone number and email address of the designated party (Labeled Attachment O.)		X

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]**FY 2025****Name of Redevelopment Project Area:****Meadowbrook Shopping Center****Provide an analysis of the special tax allocation fund.**

Special Tax Allocation Fund Balance at Beginning of Reporting Period

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund**Cumulative Total Revenues/Cash Receipts** **Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)****Transfers to Municipal Sources****Distribution of Surplus****Total Expenditures/Disbursements****Net/Income/Cash Receipts Over/(Under) Cash Disbursements****Previous Year Adjustment (Explain Below)****FUND BALANCE, END OF REPORTING PERIOD***

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

Previous Year Explanation:

FY 2025

Meadowbrook Shopping Center

PAGE 1

[illegible]

SECTION 3.2 A

PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ -

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2025

Name of Redevelopment Project Area:

Meadowbrook Shopping Center

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

[illegible]

FY 2025

Meadowbrook Shopping Center

FUND BALANCE BY SOURCE

\$	-
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1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Total Amount Designated for Project Costs		\$ -

TOTAL AMOUNT DESIGNATED	\$ -
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SURPLUS/(DEFICIT)	\$ -
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2025

Name of Redevelopment Project Area:

Meadowbrook Shopping Center

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

X

Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.

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

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

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

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

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2025

Name of Redevelopment Project Area:

Meadowbrook Shopping Center

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	X
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2. The municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	
2b. The <u>NUMBER</u> of new projects undertaken in fiscal year 2022 or any fiscal year thereafter, within the Redevelopment Project Area.	

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

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 1 Name:

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

Project 2 Name:

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

Project 3 Name:

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

Project 4 Name:

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

Project 5 Name:

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

Project 6 Name:

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

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))]

Meadowbrook Shopping Center

[illegible][illegible][illegible]

Project Name	Stated Rate of Return

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2025

Name of Redevelopment Project Area:

Meadowbrook Shopping Center

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

The area generally bound by Belmont Road to the west, 63rd Street to the north, Woodward Avenue to the east and the southern property line of the shopping center.

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

PARCEL 1:

LOTS 1, 2 AND 3 IN MEADOWBROOK SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1973 AS DOCUMENT NUMBER R73-05824 AND CERTIFICATES OF CORRECTION RECORDED AS DOCUMENTS R76-58800 AND R76-58801, IN DUPAGE COUNTY, ILLINOIS (EXCEPTING FROM LOT 1, AFORESAID, THAT PART CONVEYED TO THE COUNTY OF DUPAGE BY DOCUMENT R97-135136 DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY A DISTANCE OF 175 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT A DISTANCE OF 10 FEET; THENCE NORTHWESTERLY A DISTANCE OF 11.61 FEET TO A POINT 10 FEET WEST OF THE EAST LINE OF LOT 1 AND 4 FEET SOUTH OF THE NORTH LINE OF LOT 1; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF LOT 1 A DISTANCE OF 69.85 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF LOT 1 A DISTANCE OF 4 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF LOT 1 A DISTANCE OF 95.11 FEET TO THE WEST LINE THEREOF; THENCE NORTHERLY ON SAID WEST LINE A DISTANCE OF 8 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM LOT 2, AFORESAID, THAT PART CONVEYED TO THE COUNTY OF DUPAGE BY DOCUMENT R97-135130, DESCRIBED AS THE NORTH 8 FEET OF THE EAST 244.85 FEET OF THAT PART OF LOT 2 LYING WEST OF THE WEST LINE OF LOT 1).

ALSO

LOT 5 AND THE SOUTH 15.00 FEET OF LOT 4 IN VALLEY CREEK PARK ESTATES UNIT 1, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1957 AS DOCUMENT 866856 AND THE CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 16, 1958 AS DOCUMENT 894780

ALSO

THOSE PARTS OF THE EXISTING ADJOINING PUBLIC RIGHT OF WAYS, ALL OF THE ABOVE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST (ASSUMED) 250.00 FEET ALONG THE SOUTH LINE OF SAID LOT; THENCE NORTH 54 DEGREES 55 MINUTES 37 SECONDS WEST 275.59 FEET ALONG THE WESTERLY LINE THEREOF; THENCE NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST 40.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST TO THE WEST RIGHT OF WAY

LINE OF BELMONT ROAD EXTENDED SOUTH TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SAID ROAD; THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF LOT 4 IN SAID MEADOWBROOK SUBDIVISION EXTENDED WEST; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT, EXTENDED NORTH TO THE NORTH RIGHT OF WAY LINE OF WEST 63RD STREET; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WOODWARD AVENUE EXTENDED NORTH; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 5 EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE TO SAID POINT OF BEGINNING.

(EXCEPT THAT PART OF SAID LOT 5 AND THE SOUTH 15.00 FEET OF LOT 4 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH ON THE EAST LINE OF SAID LOT 5 HAVING A BEARING OF NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 28.64 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST A DISTANCE OF 164.71 FEET; THENCE NORTH 14 DEGREES 25 MINUTES 50 SECONDS WEST A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 14 DEGREES 25 MINUTES 50 SECONDS WEST A DISTANCE OF 75.55 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 30 SECONDS WEST A DISTANCE OF 55.13 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID LOT 4; THENCE WEST ON THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID LOT 4 HAVING A BEARING OF SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST A DISTANCE OF 110.38 FEET; THENCE SOUTH 0 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.17 FEET; THENCE SOUTH 69 DEGREES 35 MINUTES 46 SECONDS EAST A DISTANCE OF 119.89 FEET; THENCE NORTH 41 DEGREES 08 MINUTES 30 SECONDS EAST A DISTANCE OF 10.20 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.93 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Nos.:

08-24-202-005

08-24-202-008

08-24-202-009

08-24-203-004

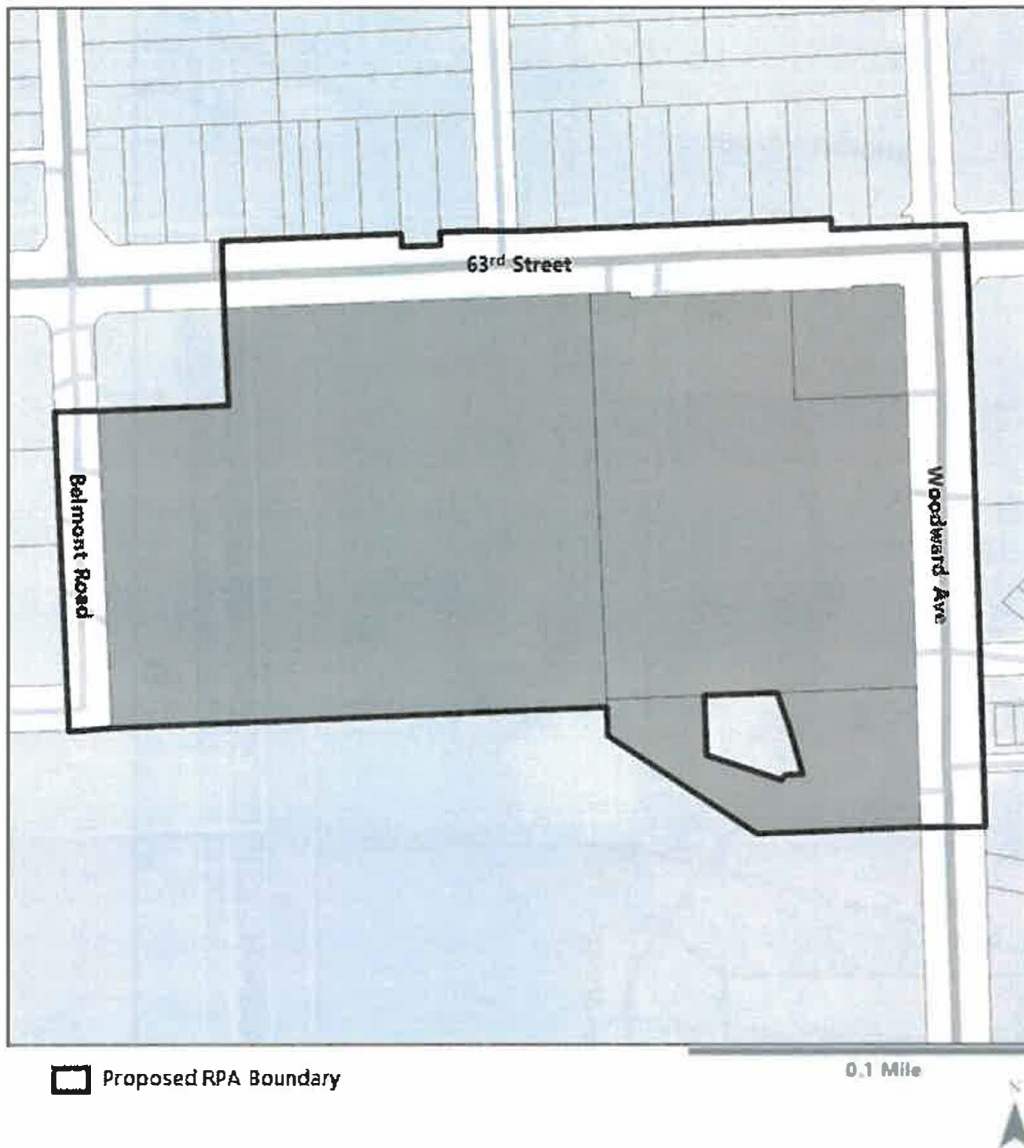
Common Address:

2001-2153 63rd Street, 6400 Woodward Avenue, Downers Grove, IL 60515

Common Boundary Description:

The proposed Redevelopment Project Area is generally described as a contiguous area which generally includes parcels bordered by 63rd Street to the north, Belmont Road to the west, Woodward Avenue to the East, Prentiss Creek residential development to the South and including adjacent rights of way.

Proposed RPA Boundary



Source: DuPage County, Esri, SB Friedman, Village of Downers Grove

FY 2025

Name of Redevelopment Project Area:

Meadowbrook Shopping Center

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

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2025	\$ 2,749,730	2,984,282

List all overlapping tax districts in the redevelopment project area. If overlapping taxing district received a surplus, list the surplus.

X

Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

[illegible]

ATTACHMENT B

**VILLAGE OF DOWNERS GROVE
MEADOWBROOK SHOPPING CENTER
REDEVELOPMENT PROJECT AREA**

**CERTIFICATION OF VILLAGE MANAGER (CHIEF EXECUTIVE OFFICER)
REGARDING THE VILLAGE OF DOWNERS GROVE TAX INCREMENT
MEADOWBROOK SHOPPING CENTER REDEVELOPMENT PROJECT**

I, David Fieldman, Village Manager of the Village of Downers Grove and, as such, Chief Executive Officer of the Municipality, certify that the Village of Downers Grove has complied with requirements of the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) during the prior fiscal year, 2025, in relation to the Village of Downers Grove Meadowbrook Shopping Center Tax Increment Financing District as enacted through Village Council Ordinances 6112, 6113 and 6114.

June 17, 2026



David Fieldman, Village Manager

**VILLAGE OF DOWNERS GROVE
MEADOWBROOK SHOPPING CENTER
REDEVELOPMENT PROJECT AREA**

**OPINION LETTER/VILLAGE ATTORNEY/DOWNERS GROVE OGDEN
AVENUE CORRIDOR REDEVELOPMENT TAX INCREMENT FINANCING
DISTRICT**

I, Enza Petrarca, Village Attorney for the Village of Downers Grove produced this opinion pursuant to Section 11-74.4-5 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-5). I have reviewed the ordinances of the Village of Downers Grove in relation to the Meadowbrook Shopping Center Tax Increment Financing District as enacted in Village Ordinances 6112, 6113 and 6114. Based upon that review, it is my opinion that the Village of Downers Grove is in compliance with applicable provisions of the Tax Increment Allocation Redevelopment Act during the prior fiscal year 2025.

June 17, 2026


Enza Petrarca, Village Attorney

**VILLAGE OF DOWNERS GROVE, ILLINOIS
MEADOWBROOK SHOPPING CENTER TIF REPORT (TIF #4)**

Report Period 1/1/25 to 12/31/25

STATEMENT OF ACTIVITIES

The following information addresses the project activities undertaken during this reporting period furthering the goals and objectives of the Meadowbrook Shopping Center Redevelopment Plan.

REDEVELOPMENT AGREEMENTS

The Village entered into one new redevelopment agreement appropriating Meadowbrook Shopping Center TIF funds for an upcoming project. Stellco 4300 Commerce, LLC at the Meadowbrook Shopping Center requested TIF funds to assist with extraordinary development costs. Stellco 4300 Commerce, LLC is proposing to demolish a building at 2001 63rd Street (former restaurant building), construct a minimum of three (3) new outbuildings on the three outlots, renovate the exterior facades of the existing in-line buildings, replace exterior wall signage on the existing in-line buildings, install new monument signs, improve the parking lot lighting, install landscaping throughout the property and resurface and reconstruct the parking lot. Stellco 4300 Commerce, LLC and the Village entered into the redevelopment agreement on April 8, 2025 for an amount up to \$4,800,000.

All funds for the Meadowbrook Shopping Center TIF Fund (Special Tax Allocation Fund) have been received in accordance with state statute, and the originally adopted redevelopment plan. No private investment funds have been received into the Special Tax Allocation Fund.

VILLAGE OF DOWNERS GROVE, ILLINOIS
MEADOWBROOK SHOPPING CENTER TIF REPORT (TIF #4)
Report Period 1/1/25 to 12/31/25

AGREEMENTS

Agreements entered into by the municipality

The Village entered into one new redevelopment agreement appropriating Meadowbrook Shopping Center TIF funds for an upcoming project. Stellco 4300 Commerce, LLC at the Meadowbrook Shopping Center requested TIF funds to assist with extraordinary development costs. Stellco 4300 Commerce, LLC is proposing to demolish a building at 2001 63rd Street (former restaurant building), construct a minimum of three (3) new outbuildings on the three outlots, renovate the exterior facades of the existing in-line buildings, replace exterior wall signage on the existing in-line buildings, install new monument signs, improve the parking lot lighting, install landscaping throughout the property and resurface and reconstruct the parking lot. Stellco 4300 Commerce, LLC and the Village entered into the redevelopment agreement on April 8, 2025 for an amount up to \$4,800,000.

ORDINANCE NO. 6115

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND STELLCO 4300 COMMERCE, LLC**

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

WHEREAS, the Village of Downers Grove has undertaken to revitalize portions of the Meadowbrook Shopping Center Redevelopment Project Area and in furtherance of that effort has created, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "TIF Act"), a TIF District to help finance some of the redevelopment costs involved with the revitalization project; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the Village is authorized under the provisions of the TIF Act to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, the Village, after giving all notices required by law and after conducting all public hearings required by law, adopted the following ordinances:

(a) Ordinance No. 6112, titled "An Ordinance of the Village of Downers Grove, DuPage County, Illinois, Approving the Meadowbrook Shopping Center Tax Increment Financing District Redevelopment Project Area Redevelopment Plan and Project;

(b) Ordinance No. 6113, titled "An Ordinance of the Village of Downers Grove, DuPage County, Illinois Designating the Meadowbrook Shopping Center Tax Increment Financing District Redevelopment Project Area;

(c) Ordinance No. 6114, titled " An Ordinance of the Village of Downers Grove, DuPage County, Illinois, Adopting Tax Increment Allocation Financing for the Washington and Curtiss Street Redevelopment Project Area"; and

WHEREAS, STELLCO 4300 Commerce, LLC (the "Developer") is the owner of certain real property located at 2001-2153 63rd Street & 6310-6400 Woodward Avenue, ~~Downers~~ Grove, Illinois ("Property") as more particularly described in the Redevelopment Agreement attached hereto and incorporated herein as Exhibit A ("Agreement"); and

WHEREAS, the Developer seeks improve the existing buildings and develop new outlot buildings on the Property, generally in accordance with the plans depicted in the Agreement; and

WHEREAS, it is necessary and appropriate for the successful completion of the Redevelopment Project approved by Ordinance No. 6112 that the Village enter into the Redevelopment Agreement with the Developer to provide for the development of the Property, thereby implementing and bringing to completion a significant portion of the Redevelopment Plan; and

WHEREAS, the Village has determined that the Redevelopment Agreement includes the necessary and appropriate terms and provisions for the successful completion of the development of the Property; and

WHEREAS, the Village has determined that the Agreement includes the necessary and appropriate terms and provisions for the successful completion of the development of the Property; and

WHEREAS, the Village is desirous of having the Property developed for the uses described in the Agreement to eliminate the blight factors and characteristics found in the Property, to serve the needs of the Village, and to produce increased tax revenues for the various taxing districts authorized to levy taxes within the Property; and

WHEREAS, the Mayor and Village Council of the Village of Downers Grove, after due and careful consideration, have concluded that the development of the Property on the terms and conditions set forth in the Redevelopment Agreement will promote sound planning, increase the taxable value of property within the Village, enable the Village to control the development of the area, and otherwise promote, enhance, and serve the best interests and general welfare of the Village and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, DuPage County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the Council.

Section 2. Approval of Redevelopment Agreement. The Redevelopment Agreement shall be, and it is hereby, approved in final form satisfactory to the Village Manager. The Mayor, Village Manager and Village Attorney are hereby authorized and directed to execute and deliver the Redevelopment Agreement and any other necessary and appropriate related documents after such documents have been properly executed and delivered by the Developer.

Section 3. Conflict. That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

Passed: April 8, 2025

Published: April 9, 2025

Attest:

Village Clerk

Mayor

REDEVELOPMENT AGREEMENT
Meadowbrook Redevelopment Project Area

THIS REDEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into as of the 8th day of April, 2025 (“Effective Date”) by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal home rule corporation, located in DuPage County, Illinois (the “Village”), and STELLCO 4300 COMMERCE LLC (the “Developer”). (The Village and the Developer are sometimes referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

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

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

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

WHEREAS, the Village adopted Resolution No. 2023-9971 on June 20, 2023 and styled Inducement Resolution Relating to the Possible Adoption of Tax Increment Financing for the 2023 Meadowbrook TIF District; and

WHEREAS, to stimulate and induce redevelopment pursuant to the Act, the Village has adopted the following ordinances, after giving all notices required and after conducting the public hearings required by law:

1. Ordinance No. 6112, adopted April 8, 2025, titled “An Ordinance Approving the Village of Downers Grove Tax Increment Meadowbrook Redevelopment Plan and Project” (the “Redevelopment Plan”);
2. Ordinance No. 6113, adopted April 8, 2025, titled "An Ordinance Designating the Village of Downers Grove Tax Increment Meadowbrook Redevelopment Project Area" (“Meadowbrook Redevelopment Project Area”);
3. Ordinance No. 6114, adopted April 8, 2025, titled "An Ordinance Adopting Tax Increment Financing for the Village of Downers Grove Meadowbrook Redevelopment Project Area”.

WHEREAS, the Developer owns the parcels of land legally described in **EXHIBIT A**, which shall hereinafter be referred to as the “Property”; and

WHEREAS, the Developer represents and warrants to Village that Developer, and its principals, are skilled in the development of commercial and retail developments and are able to provide to the Village skill, knowledge and expertise as well as input from other experts and consultants in retail development projects; and

WHEREAS, the Developer desires to redevelop the Property to plan for the continuation of Existing Buildings and the development of New Outlot Buildings; and

WHEREAS, the Village passed an ordinance on April 8, 2025, after giving all notices and conducting all public hearings required by law: Ordinance No. 6112, which approved a commercial planned unit development of approximately 205,000 square feet of commercial

space, with new development on outlots and redevelopment of the mainline center, for the Property (the “**Planned Unit Development**”); and

WHEREAS, it is necessary to the Project that the Village enter into this Agreement with Developer to provide for the development of the Property, thereby implementing and bringing to completion a portion of the Redevelopment Plan; and

WHEREAS, the Village has determined that it is desirable, and in the Village’s best interests, to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended; and

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

WHEREAS, this Agreement has been submitted to the manager of the Developer for consideration and review, which manager has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer, including the adoption of a Resolution precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

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

ARTICLE ONE

INCORPORATION OF RECITALS.

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

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

“Agreement” means this Redevelopment Agreement and all of the exhibits and attachments referenced herein and made a part hereof.

“Approved Requisition” means a Requisition and any supporting documentation required by Section 5.2 that has been submitted to the Village by Developer and has been approved by the Village in connection with the issuance of a Redevelopment Note.

“Building Code” means Chapter 7 of the Municipal Code.

“Building Area” means the area of the building measured from all exterior walls with no exclusion of area.

“Buildings” mean the existing commercial structures identified as Building A-D in **EXHIBIT B** (the **“Existing Buildings”**) and the future buildings on any of at least three (3) outlots along 63rd Street, which are referred to herein as the **“New Outlot Buildings.”**

“Certificate of Occupancy” shall be governed by Chapter 7, Article 7 of the Downers Grove Municipal Code, but shall also be deemed to include the last Village inspection approval of matters for which Certificates of Occupancy are not issued pursuant the Downers Grove Municipal Code, such as, for example, lighting, parking and driveway surfaces, landscaping, fences or other work.

“Change in Law” means the occurrence, after the Effective Date, of an event described below, provided (a) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and (b) such event is not caused by the Party relying thereon: Change in Law includes any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; (iii) the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Agreement; or (iv) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village or with respect to those made by the Village, only if they contradict the terms of this Agreement).

“Corporate Authorities” means the Village Mayor and Village Council of the Village of Downers Grove, Illinois.

“Day” means a calendar day.

“Developer” means Stellco 4300 Commerce LLC, an Illinois limited liability company, or any successor in interest thereof permitted pursuant to Section 7.9 hereof.

“Development Plans” means all of the plans finally approved by the Village Council for the Project, including amended plans, containing a total planned unit development of approximately 205,000 or more square feet of commercial space, with new development on outlots and redevelopment of the mainline center, substantially as shown in the approved site plan attached as **EXHIBIT B** hereto.

“Excess Redevelopment Project Costs” means those Redevelopment Project Costs that have been incurred by Developer in direct relation to the completion of Phase A, Phase B or Phase C, as identified in the Requisition for each Phase, which are in excess of the sum available for the Redevelopment Note issued in relation to the particular Phase A, Phase B or Phase C, and would otherwise be eligible for reimbursement in Phase B, Phase C or Phase D as provided under Section 5.2.

“Incremental Property Taxes” means the ad valorem taxes, if any, arising from the taxes levied upon the Property, which taxes are attributable to the increases in the then current equalized assessed valuation (“EAV”) of each taxable lot, block, tract or parcel comprising the Property over and above the total EAV of all lots, blocks, tracts or parcels of real property as determined on the Effective Date of this Agreement, all as determined by the DuPage County Clerk, pursuant to and in accordance with the Act, the TIF Ordinances and this Redevelopment Agreement, and includes any replacement or amended taxes, subject to the determination thereof on a “per parcel” or a “per area” basis under applicable law.

“Inducement Resolution” means Resolution No. 2023-9971 on June 20, 2023 and styled Inducement Resolution Relating to the Possible Adoption of Tax Increment Financing for the 2023 Meadowbrook TIF District.

“Leasable Square Footage” shall, for purposes related to calculating the area of tenant spaces, mean the sum of (a) the area of the leased premises measured from the exterior of any building wall and the midpoint of any interior wall and (b) the area of any common area for entry, emergency or any other purpose, including utility rooms (private or common to the building).

“Meadowbrook Redevelopment Project Area Special Tax Allocation Fund” means the special fund established pursuant to Ordinance No. 6112, 6113 and 6114.

“Municipal Code” means the municipal code of the Village of Downers Grove.

“Party” means the Village and/or Developer and its successors and/or assigns as permitted herein, as the context requires.

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

“Planned Unit Development Ordinance” means the Planned Unit Development Ordinance adopted by the Village, approving the Project as a Planned Unit Development.

“Phase” means that portion of the Project to be accomplished by Developer as set forth in Article Six, particularly each of Phase A, Phase B, Phase C, and Phase D.

“Project” means the work described in Section 6.2 and more particularly described in Sections 6.3-6.7, under the terms of this Agreement (according to four (4) phases set forth in Article Six and described below to accomplish the phased development, occupancy, construction,

financing, and completion of additions to, redevelopment of, and re-occupancy of the commercial planned unit development within approximately 205,000 square feet of commercial space, with new development on outlots and partial redevelopment of the mainline center and related improvements, in accordance with the Development Plans, and pursuant to the Planned Unit Development Ordinance.

“Property” means the approximately 18.89 acres (822,896 square feet) of land presently improved with five (5) commercial buildings (one of which will be demolished and two of which share a partial party wall) among other improvements, which is legally described in **EXHIBIT A** upon which the Project will be implemented.

“Public Improvements” mean those improvements not on the Property specifically identified in the Development Plans which are governed by Title 20, Sec. 20.400 et. seq. of the Municipal Code.

“Redevelopment Note” means the note in the form and substance attached as **EXHIBIT C**, which shall be issued and performed by the Village according to its terms and conditions according to Article 5.

“Redevelopment Plan” means the “Redevelopment Plan” for the Meadowbrook Redevelopment Project Area as defined in Village Ordinance No 6113.

“Redevelopment Project Costs” means the full range of redevelopment project costs authorized by the Act, defined in 65 ILCS 5/11-74.4-3(q) and occasionally referred to as TIF-eligible project costs, whether or not mentioned in this Agreement. Redevelopment Project Costs may include TIF-eligible expenses dating back to June 20, 2023, provided that expenses generated by the work of SB Friedman not to exceed \$95,000.00 are included even if some of such expenses were generated prior to June 20, 2023. Redevelopment Project Costs include

interest under 65 ILCS 5/11-74.4-3(q)(11), according to the terms thereof which are incorporated into this Agreement by reference.

“Requisition” means a request by the Developer using the form attached as **EXHIBIT D** for issuance of Redevelopment Notes called for in Section 5.2 and as provided for in Section 5.3.

“State” means the State of Illinois.

“Subdivision Code” means the Subdivision and Development Ordinance in Chapter 20 of the Municipal Code.

“Substantial Completion of Phase A” means that point in the Project that Developer completes all of its obligations as set forth in Section 6.3 of this Agreement and all final inspections for Phase A have been completed and Certificates of Occupancy issued by the Village pursuant to Section 5.8.

“Substantial Completion of Phase B” means that point in the Project that Developer completes all of its obligations as set forth in Section 6.4 of this Agreement and all final inspections for Phase B have been completed and Certificates of Occupancy issued by the Village under Section 5.8.

“Substantial Completion of Phase C” means that point in the Project that Developer completes all of its obligations as set forth in Section 6.5 of this Agreement and all final inspections for Phase C have been completed and Certificate of Occupancy issued by the Village under Section 5.8.

“Substantial Completion of Phase D” means that point in the Project that Developer completes all of its obligations as set forth in Section 6.6 of this Agreement and all final inspections for Phase D have been completed and Certificates of Occupancy issued by the Village under Section 5.8.

“Term” means the duration of this Agreement defined in Section 15.17.

“TIF Ordinances” means Ordinances No. 6112, 6113 and 6114 all adopted by the Village on April 8, 2025, as described in the Recitals to this Agreement.

“Total Project Costs” means those project costs expended on the development since June 20, 2023, paid for or assumed by the Developer, including Redevelopment Project Costs and costs that are not eligible Redevelopment Project Costs, plus those allowed costs incurred prior to June 20, 2023 for SB Friedman as Redevelopment Project Costs.

“Total Taxable Floor Area” means the total of all floor area leased to sales tax and food and beverage tax producing tenants.

“Uncontrollable Circumstance” means any event which:

(a) is beyond the reasonable control of and without the fault of the Party relying thereon;

and

(b) is one or more of the following events:

(i) a Change in Law;

(ii) insurrection, riot, civil disturbance, sabotage, criminal activity, act of the public enemy, explosion, nuclear incident, war or naval blockade;

(iii) epidemic, pandemic, hurricane, flooding, tornado, landslide, earthquake, lightning, fire, blizzard, extreme temperatures, windstorm, other extraordinary weather conditions or other similar Act of God;

(iv) governmental condemnation or taking other than by the Village;

(v) strikes and labor disputes, other than those that are within the control of Developer, any of its contractors, or its contractors' subcontractors.

Except as caused by events which are Uncontrollable Circumstances as to a contractor, supplier or transportation, Uncontrollable Circumstance shall not include circumstances solely arising from: (1) economic hardship or impracticability of performance, (2) commercial or economic frustration of purpose, (3) unavailability of materials, strikes or labor disputes that are within the control of Developer, or (4) a failure of performance by a contractor or a subcontractor.

“Village” means the Village of Downers Grove, Illinois, an Illinois municipal corporation.

“Zoning Ordinance” means Chapter 28 of the Municipal Code.

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

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) The word “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.
- (d) Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (e) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the terms of this Agreement shall control.
- (f) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference

herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

- (g) The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. Developer is entitled to rely on the full power and authority of the persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- (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 Anthony J. Stella (and, in his absence, Nikki Walsh) as its authorized representatives 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 (each such individual being an “Authorized Developer Representative”). Developer shall have the right to change its Authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 15.2.

ARTICLE THREE

ENTITLEMENTS.

3.1 Zoning.

- (a) Zoning and Entitlements Ordinance. Immediately prior to approval of the Ordinance approving this Agreement, the Corporate Authorities will have approved the ordinances, attached hereto and incorporated herein as **EXHIBIT F.** The ordinances shall include: 1) a special use permit for a planned unit development on the Property, including a planned unit development plat; 2) special uses identified in **EXHIBIT F** and reflected in **EXHIBIT B**; and 3) certain variances or Zoning Ordinance deviations requested by the Developer and necessary to construct and maintain the Project on the Property according to the Development Plans and all relevant plats of subdivision. The ordinances approved in the form attached as **EXHIBIT F** shall be deemed effective to approve all current uses in the buildings and improvements shown in the Development Plans within **EXHIBIT B**, allow all permitted uses within the B-2 zoning classification on the Effective Date (see **EXHIBIT E**), allow permitted uses later added by the Village, allow all uses for which special use permits have been granted as of the Effective Date, and allow special uses later granted by the Village to operate simultaneously across and within the New Outlot Buildings and the Project. The PUD Site Plan in **EXHIBIT B** shall constitute the approval of all existing and planned or modified structures and buildings as lawful buildings, structures and uses.
- (b) Zoning Not Impaired. Zoning entitlements shall not be conditioned, impacted or impaired by reason of the Developer's performance or elections under this

Agreement. Zoning entitlements shall not be impaired by reason of any default of this Agreement.

3.2 Subdivision.

- (a) The Developer will construct and install all of the Public Improvements identified in the Development Plans attached as **EXHIBIT B.**
- (b) The Developer will construct all Public Improvements pursuant to, and in accordance with, the Development Plans and the Subdivision Code, and to the reasonable satisfaction of the Director of Community Development. All work performed on the Public Improvements will be conducted in a good and workmanlike manner and in accordance with this Agreement and the Municipal Code. All materials used for construction of the Public Improvements will be new.
- (c) The Village will allow sidewalk closure within its right-of-way in accordance with the Municipal Code.
- (d) The determination of Public Improvements at the time of approval of the Development Plans shall be final except in the event of a change to the Development Plans that implicates reconsideration of Public Improvements related to the change. All final acceptance of Public Improvements within the Village's right-of-way shall be in accordance with the Municipal Code.
- (e) No dedications by the Developer shall be required by the Village.
- (f) Developer's Guaranty and Maintenance of Public Improvements. The Developer shall guarantee the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements as required by the Municipal Code.

3.3 Building.

New structures shall comply with the Building Code as the same may be interpreted, enforced or applied by the Village. Existing structures shall be allowed to continue except as to modifications of those structures or their occupancy class that require compliance with Chapter 7 of the Municipal Code of the Village of Downers Grove, to the extent such provisions in Chapter 7 are applicable, as the same may be interpreted, enforced or applied by the Village.

ARTICLE FOUR

IMPLEMENTATION OF PROJECT.

4.1 General.

The Village and the Developer agree to cooperate in implementing the Project and Phases of the Project in accordance with the Parties' respective obligations set forth in this Agreement subject only to changes to the Development Plans, which shall be processed in accordance with the Zoning Ordinance.

4.2 Temporary Trailers and Signs.

The Village will allow temporary trailers and signs in accordance with the Municipal Code and the Zoning Ordinance, as applied and enforced by the Village.

4.3 Conclusion of Work.

Developer shall conclude its performance under Article Six not later than December 31 of the fourth anniversary year of this Agreement.

ARTICLE FIVE

VILLAGE COVENANTS AND AGREEMENTS.

5.1 Village's Redevelopment Obligations. The Village shall have the obligations set forth in this Article Five for the development, construction, financing, completion and furtherance of the Project. This Agreement shall not constitute a debt of the Village within the meaning of any

constitutional or statutory provision or limitation. The Redevelopment Notes are limited obligations of the Village.

5.2 Reimbursement for TIF Eligible Expenses. Pursuant to the TIF Ordinances, the Incremental Property Taxes shall be placed in the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund. The Village shall reimburse the Developer for Redevelopment Project Costs commensurate with each Phase of the development completed under Article Six up to a total of Four Million Eight Hundred Thousand and NO/100ths Dollars (\$4,800,000.00) or fifty percent (50%) of the Total Project Costs, whichever is less, provided that only the Redevelopment Project Costs of the Total Project Costs are reimbursable, as follows:

- (a) The Village shall issue Developer Redevelopment Notes for the reimbursement of Redevelopment Project Costs (also referred to as TIF eligible expenses) commensurate with the work within the development completed according to project phases and project completion, in accordance with this Section(**“Redevelopment Notes”**). The form of each Redevelopment Note, the value of which shall be determined under this Agreement, shall be as provided in **EXHIBIT C**, the terms of which are and shall remain incorporated into this Agreement as if fully set forth herein. The Redevelopment Notes shall not be a general obligation of the Village. The term of the Redevelopment Notes shall not exceed the Term of this Agreement set forth in Section 15.17. The Village shall pay interest on the Redevelopment Note at a rate of eight percent (8%) per annum. Interest on each Redevelopment Note shall begin accruing on the date of issuance and shall be calculated on a 360 day year. The phasing of the Redevelopment Notes is not determinative of the progress or scheduling of work, but rather indicates when such notes shall become available and

required under this Agreement; however, no Redevelopment Note shall be issued for a Phase until such Phase is Substantially Complete, the Developer has submitted a Requisition for the Phase, and the Village has approved the Requisition.

- (b) If Redevelopment Project Costs incurred by the Developer for Phase A, Phase B, or Phase C exceed the maximum sum available pursuant to the Redevelopment Note for the particular Phase A, Phase B, or Phase C, the Developer may claim the Excess Redevelopment Project Costs incurred in connection with the particular Phase A, Phase B, or Phase C in the Requisition for any one or more subsequent Phase(s) at the sole election of the Developer, provided that such Redevelopment Project Costs of any Phase shall not become part of the principal amount of the Redevelopment Note for a particular Phase unless Developer has Substantially Completed that Phase.

Notwithstanding the foregoing, it is expressly understood that the principal amount of any Redevelopment Note, including any Excess Redevelopment Project Costs, issued in relation to Phase B, C or D shall not exceed the maximum amount that could potentially be made available for such Phases as set forth in subsections (d), (e) and (f), respectively.

- (c) The principal amount of the Redevelopment Note for Phase A, to be issued upon the Substantial Completion of Phase A and the related Approved Requisition, shall not exceed the lesser of either (i) One Million Eight Hundred Thousand and NO/100ths Dollars (\$1,800,000.00), to be applicable to its full sum shown in the Approved Requisition for Phase A or (ii) fifty percent (50%) of the Total Project Costs for Phase A shown in the Approved Requisition, provided that only the Redevelopment Project Costs of the Total Project Costs are reimbursable. The Village shall issue a

Redevelopment Note for Phase A for the full sum of Redevelopment Project Costs shown in the Approved Requisition. Developer shall present to the Village a Requisition for all Total Project Costs for Phase A prior to the Village's issuance of Redevelopment Note for Phase A

- (d) The principal amount of the Redevelopment Note for Phase B, to be issued upon the Substantial Completion of Phase B and the related Approved Requisition, shall not exceed the lesser of either (i) Five Hundred Thousand and NO/100ths Dollars (\$500,000.00), to be applicable to its full sum shown in the Approved Requisition for Phase B or (ii) fifty percent (50%) of the Total Project Costs for Phase B shown in the Approved Requisition, provided that only the Redevelopment Project Costs of the Total Project Costs are reimbursable. The Village shall issue a Redevelopment Note for Phase B for the full sum of Redevelopment Project Costs shown in the Approved Requisition. Developer shall present to the Village a Requisition for all Total Project Costs for Phase B prior to the Village's issuance of Redevelopment Note for Phase B.
- (e) The principal amount of the Redevelopment Note for Phase C, to be issued upon Substantial Completion of Phase C and the related Approved Requisition, shall not exceed either:
1. The lesser of (i) Six Hundred Thousand and NO/100th Dollars (\$600,000.00), to be applicable to its full sum shown in the Approved Requisition for Phase C or (ii) 50% of the Total Project Costs for Phase C shown in the Approved Requisition, provided that only the Redevelopment Project Costs of the Total Project Costs are reimbursable, if the Developer constructs one New Outlot Building that

includes 3,500 square feet of Leasable Square Footage for sales tax producing tenants; or

2. The lesser of (i) One Million Four Hundred Thousand and NO/100ths Dollars (\$1,400,000.00), to be applicable to its full sum shown in the Approved Requisition for Phase C or (ii) fifty percent (50%) of the Total Project Costs for Phase C shown in the Approved Requisition, provided that only the Redevelopment Project Costs of the Total Project Costs are reimbursable, if the Developer constructs two New Outlot Buildings that include 5,500 square feet of Leasable Square Footage for sales tax producing tenants.

The Village shall issue a Redevelopment Note for Phase C for the full sum of Redevelopment Project Costs shown in the Approved Requisition. Developer shall present to the Village a Requisition for all Total Project Costs for Phase C prior to the Village's issuance of Redevelopment Note for Phase C.

(f) The principal amount of the Redevelopment Note for Phase D, to be issued upon the Substantial Completion of Phase D and the related Approved Requisition and the issuance of Redevelopment Notes for Phase A, Phase B and Phase C shall not exceed either:

1. If the Village has issued a Redevelopment Note for Phase C as noted in Section 5.2(e)(1), then the Redevelopment Note for Phase D shall not exceed the lesser of (i) One Million Nine Hundred Thousand and NO/100ths Dollars (\$1,900,000.00), to be applicable to its full sum shown in the Approved Requisition for Phase D or (ii) fifty percent (50%) of the Total Project Costs for Phase D shown in the Approved Requisition,

provided that only the Redevelopment Project Costs of the Total Project Costs are reimbursable; or

2. If the Village has issued a Redevelopment Note for Phase C as noted in Section 5.2(e)(2), then the Redevelopment Note for Phase D shall not exceed the lesser of (i) One Million One Hundred Thousand and NO/100ths Dollars (\$1,100,00.00), to be applicable to the full sum of the Redevelopment Project Costs shown in the Approved Requisition or (ii) fifty percent (50%) of the Total Project Costs shown in the Approved Requisition for Phase D, provided that only the Redevelopment Project Costs of the Total Project Costs are reimbursable. The Village shall issue a Redevelopment Note for Phase D for the full sum of Redevelopment Project Costs shown in the Approved Requisition. Developer shall present to the Village a Requisition for all Total Project Costs for Phase D prior to the Village's issuance of Redevelopment Note for Phase D.

- (g) Only the Incremental Property Taxes generated by the Project during the life of the Meadowbrook Redevelopment Project Area shall be used to make payments on the Redevelopment Notes. The Village shall pay out of the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund the sum of one hundred percent (100%) of the Incremental Property Taxes generated each year to make annual payments on the Redevelopment Notes, such payments to be made not less than forty-five (45) days after the second installment of real estate taxes is paid, but not later than December 31st of each calendar year. Developer acknowledges that the revenue generated from the Project and leading to Incremental Property Taxes

deposited in the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund during the life of the Meadowbrook Redevelopment Project Area may not be sufficient to pay the principal and interest on the Redevelopment Notes in full. The Village acknowledges that, should the Incremental Property Taxes available in any given year be insufficient to make a full amortizing payment on a Redevelopment Note, any shortfall shall accrue interest.

- (h) The Village shall not be required to issue Redevelopment Notes for work within Phase B or Phase C until the Redevelopment Note for Phase A has been issued, and shall not be required to issue the Redevelopment Note for Phase D until the Redevelopment Notes for Phase A and Phase C have been issued.
- (i) If at any time, more than one Redevelopment Note has been issued and is outstanding, the Village shall pay the issued and outstanding notes on parity according to percentage of the total balance of outstanding principal owed on each and all notes issued at the times of payment. The payment on each note is equal to the percentage of that note's outstanding principal of the total outstanding principal of all notes issued per the following example:

Example

TIF Increment Available = \$100,000

	Outstanding Principal Amount	Percent of Total Outstanding	Payment
Note A	\$1,000,000	33.3%	\$33,300
Note B	\$200,000	6.7%	\$6,700
Note C	\$300,000	10.0%	\$10,000
Note D	\$1,500,000	50.0%	\$50,000
Total	\$3,000,000	100.0%	\$100,000

- (j) In the application of its clawback under Section 5.5, the Village may not suspend payment according to the Redevelopment Note for Phase A and it may not suspend payment under any of the Redevelopment Notes in the event that Developer does not conclude Phases B, C or D or satisfy Section 6.2(a).

5.3 Procedures for Issuance of Redevelopment Notes. The Village and the Developer agree that the Redevelopment Notes shall be paid solely from incremental property taxes that are deposited in the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund and not otherwise. The Village shall utilize all available funds in the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund to pay such Redevelopment Notes. The Village represents and warrants to Developer that funds, once deposited, will be maintained by the Village in the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund to pay the principal and interest, if any, on the Redevelopment Notes. The Village and Developer intend and agree that the Redevelopment Notes shall be issued by the Village to the Developer in accordance with the procedures set forth in this Redevelopment Agreement. Redevelopment Notes issued to the Developer for Redevelopment Project Costs shall be made upon request therefor, in the format attached as **EXHIBIT D** (each being a “**Requisition**”) submitted by the Developer following the Substantial Completion and Approved Requisition of each Phase of the Redevelopment Project. Each Requisition shall be accompanied by appropriately supporting documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals (for non-lienable costs), together with required contractors’ affidavits and lien waivers for lienable costs within the Redevelopment Project Costs in the Requisition. A Requisition shall not be deemed incomplete in the absence of supporting documentation as long as Developer has identified all Redevelopment Project Costs and Total Project Costs and set forth the specifics of any denial or

delay of any category of or specific documents comprising the supporting documentation. The Village shall place on file and review all forms of a Requisition submitted by Developer, but acceptance of a Requisition is not required until such time as all supporting documentation is provided. Each Requisition for the Redevelopment Project Costs associated with a Phase of the Project shall be submitted no later than ninety (90) days from Substantial Completion of such Phase of the Redevelopment Project; however, no Requisition for Phase B or Phase C will be approved by the Village until the Redevelopment Note for Phase A has been issued by the Village, and no Requisition for Phase D will be approved by the Village until the Redevelopment Notes for Phases A, Phase B and Phase C have been issued. The Village shall issue the Redevelopment Note within ninety (90) days after a Requisition as well as all supporting documentation have been received and approved by the Village. The Village shall not accept any Requisitions submitted ninety (90) days after December 31st of the year of the fourth anniversary of the Effective Date. The Village shall have no obligation to issue any Redevelopment Notes in relation to any Requisition submitted ninety (90) days after December 31st of the year of the fourth anniversary of the Effective Date. The final Requisition shall not include any expenses for site, building or other construction work after the fourth anniversary of the Effective Date, but it may include costs of administration through December 31st of the year of the fourth anniversary of the Effective Date. The Village shall pay all funds available in the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund to pay principal and interest on a Redevelopment Note. It is expressly understood that if there are insufficient funds available in the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund to pay principal and interest on a Redevelopment Note, the Village shall not be obligated to pay the principal or interest on the Redevelopment Note from other Village funds; rather, the payment shall be delayed, with interest, until there are sufficient

funds in the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund to make the payments.

5.4 Approval and Resubmission of Requisitions. The Village shall give the Developer written notice disapproving any of the Requisitions within fourteen (14) days after receipt of the Requisition and all supporting documentation. No such approval shall be denied except on the basis that (i) all or some part of the Requisition does not constitute Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; or (ii) any subsequent amendment to the Act or any subsequent decision of a court of competent jurisdiction results, retroactively, in any such payment not being authorized. If a Requisition is disapproved by the Village, the reason for the disallowance will be set forth in writing to the Developer and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required. The same procedures set forth herein shall be applicable to resubmittals.

5.5 Right to Clawback Funds. Provided that clawback or liens shall not apply to the Redevelopment Note for Phase A, the Village shall have the right to clawback or lien funds, the Project or the Property in the event there is a knowingly false statement, intentional misrepresentation or fraud committed by the Developer with respect to any Requisitions, reports, certificates of Redevelopment Project Costs or within documentation or Redevelopment Project Costs which remains uncorrected by the Developer after sixty (60) days prior notice to rectify the same. This right is limited to the value of the discrepancy

5.6 Defense of Meadowbrook Redevelopment Project Area, Agreement and Actions Under this Agreement. In the event that any court or governmental agency, having jurisdiction over enforcement of the Act shall determine that the Meadowbrook Redevelopment Project Area

or a term of this Agreement is contrary to law, the Village and Developer shall work cooperatively to cure the issue that led to the judgment, if possible. If the Redevelopment Project Area, this Agreement or part hereof, actions under this Agreement, or any Redevelopment Note or part thereof is challenged before a court or governmental agency having jurisdiction thereof, the Village will, at the Developer's request and at the sole cost and expense of the Developer, defend the integrity of the Meadowbrook Redevelopment Project Area, the Agreement or part hereof, the action, or the Redevelopment Note or part thereof. Developer will fully cooperate with the Village in connection with the foregoing. If the court or governmental agency, having jurisdiction over enforcement of the Act shall determine that the Agreement or part hereof, the action, or the Redevelopment Note or part thereof is void, voidable or otherwise not legal or legally enforceable, the Village shall cooperate with the Developer in curing the defect or problem that led to the determination so that the intent of the Agreement or part hereof, the action, or the Redevelopment Note of part thereof is carried out.

5.7 Village Cooperation. The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the Village. In relation to Village permits issued to Developer within Phase A, Phase B, and Phase C, the Village will assess, and the Developer shall pay, a maximum of fifty percent (50%) of the then-existing permit fees. For work in furtherance of Phase B and Phase C, the Village will assess and Developer's tenants (limited only to Starbucks and the first new occupant of 15,000 square feet or more in existing Buildings A-C), shall pay a maximum of fifty percent (50%) of the then-existing permit fees. For all Phases, Developer and Developer's tenants shall be responsible for one hundred percent (100%) of all Village reimbursements relative to out-of-pocket expenses incurred by it for its retention of consultants, outside review and, if applicable,

recapture, water connection charges, etc. For all Phases, Developer may recover permitting expenses, including fees and charges, as Redevelopment Project Costs to the full extent allowed by the Act. The Village may recover the remaining fifty percent (50%) of then-existing permit fees and other Village-ordained charges from the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund thereby causing a reduction in net Redevelopment Project Costs and the value of a Redevelopment Note for any Phase in which the permit fees were incurred. The Developer may seek approval of multiple independent building permits. The Village will not unreasonably withhold any permit, provided that all permit review comments have been addressed to the Director of Community Development's satisfaction. As part of the Planned Unit Development land use approval process, the Village shall further consider, in conformity with the requirements of the Municipal Code, reasonable requests of Developer for zoning and subdivision relief, including amendments, special uses, planned unit developments and modifications thereto, exceptions or variances under Village Zoning and Subdivision ordinances necessary for the construction of the Project. Notwithstanding an omission from the Planned Development approvals, all Existing Buildings, are to be deemed approved and conforming and not treated as nonconforming uses or structures. Developer recognizes that the occurrence work by Developer could necessitate further improvement to an Existing Building under the Building Code.

5.8 Certificate of Occupancy.

- (a) Within thirty (30) days after written request from Developer, and provided that Developer has complied with the Municipal Code, the Planned Unit Development ordinance and with the obligations of this Agreement with respect to the construction of a unit or portion of any Existing Building or a New Outlot

Building, the Village shall deliver a Certificate of Occupancy for buildings, units in buildings (including vanilla box units), structures, and improvements that are not buildings or structures.

- (b) The Village will, in relation to service and retail spaces in any Existing Building or New Outlot Building, issue Certificates of Occupancy on a building permit by permit basis; provided, however, that new, remodeled or replaced portions of buildings are in conformance with the Municipal Code and Section 5.7.
- (c) The Director of Community Development, in his/her sole discretion, may issue temporary occupancy permits in accordance with the Municipal Code.
- (d) The Village will not deny a Certificate of Occupancy on the basis that Developer has not yet concluded a Phase.

ARTICLE SIX

DEVELOPER COVENANTS AND AGREEMENTS.

6.1 Developer's Redevelopment Obligations. Developer shall have the obligations set forth within each Phase in this Article Six for the development, construction, improvement, repair, financing, completion and furtherance of the Meadowbrook Redevelopment Project Area. Substantial Completion of Phase A shall be started first. Provided that Phase A has started, Developer may perform work within any Phase at any time, provided that its obligations under Article Six and right to Redevelopment Notes shall determine the time within which the Village is obligated to issue such Redevelopment Notes. Subject to the provisions of Articles Five and Six, the time for Project Completion does not affect the Village's obligations to issue Redevelopment Notes or to pay on the Redevelopment Notes and it is understood that Substantial Completion of any or all Phases can occur well in advance of delivery of Certificates

of Occupancy and issuance of Redevelopment Notes. Developer may carry out its Article Six obligations directly or through others in privity with Developer.

6.2 Outlot Obligations.

(a) On at least three outlots, Developer shall construct a minimum of three (3) New Outlot Buildings. Excluding the area of any car wash, the New Outlot Buildings shall have a minimum combined Building Area of fourteen thousand (14,000) square feet in substantial conformance with the Development Plans attached hereto as **EXHIBIT**

B. The minimum size of each of the New Outlot Buildings shall be two thousand (2,000) square feet. At least eight thousand four hundred (8,400) square feet of the Leasable Square Footage in the New Outlot Buildings shall be leased to sales tax and/or food and beverage tax producing tenants under leases with a minimum term of five (5) years. The required minimum Leasable Square Footage for sales tax and/or food and beverage tax producing tenants may be located in two or more New Outlot Buildings. Provided that a car wash cannot be located at the corner of 63rd Street and Woodward Avenue (Lot 3), one New Outlot Building may host a car wash, among other allowed (permitted or special) uses, where shown in the plans attached as **EXHIBIT B** and subject to the Planned Unit Development approval, but no area of the car wash shall be considered part of Building Area or Leasable Square Footage. Provided that a professional, medical, or dental office cannot be located in the unit closest to the corner of 63rd Street and Woodward Avenue, a professional, medical, or dental office may be located on Lot 3 or elsewhere within the Project.

(b) Provided that Phase A is in progress, work may be initiated in the Phases described in Section 6.3 through Section 6.6. Section 6.3 through Section 6.6 are

intended to provide benchmarks for the Developer's performance and the Village's obligations to issue Redevelopment Notes, and the Phases are not intended to sequence or control the timing of work.

(c) Developer shall not be in default of this Agreement for failure by Developer to conclude any portion of any Phase of this Agreement.

6.3 Developer's Phase A Obligations. Subject to its option to conduct the work at any time and in any Phase and between the inducement resolution and the Effective Date, provided that Phase A work is in progress, the Developer shall accomplish at least the following work, according to the Development Plans attached hereto as **EXHIBIT B**, as part of Phase A of the Project:

- (a) Demolish the existing building located at 2001 63rd Street;
- (b) Renovate the exterior or surface facades and repair door, windows, walls, supports, roof and parapets on all four sides of Existing Buildings A, B, C and D, in substantial conformance with **EXHIBIT B**, provided that Developer may retain all dock, door and window openings and that the depiction of the facades shall not represent changes to these elements;
- (c) Replace and extend services to wall signage areas and install new tenant wall signage as shown on the elevations, subject to the existing sign regulations contained in the Municipal Code and the wall sign exhibit in the Development Plans attached hereto as **EXHIBIT B**. Wall signage shall be allotted by Developer according to its sign regulations in compliance with the Planned Development and the Village's Zoning Code;

- (d) Install new monument signage C and E as shown on the Development Plans attached hereto as **EXHIBIT B**;
- (e) Install and provide for uniform lighting in the existing parking lots as shown on the Development Plans attached hereto as **EXHIBIT B** and maintain and install wall lighting on the rear of buildings on Lots 4-6 as shown in the photometric plan in the Development Plans in **EXHIBIT B**;
- (f) Install landscaping according to the Development Plans (**EXHIBIT B**), provided only the landscaping above the retaining wall on Lots 1-2 and within ten (10) feet of the lot lines is within Phase A. ; and
- (g) Mill, resurface and reconstruct the parking lots and drive aisle and provide for additional landscape islands pursuant to Village-issued permits, the plans for which are part of the Development plans in **EXHIBIT B**.

6.4 Developer's Phase B Obligations. Subject to its option to conduct the work in Phase B at any time, provided Phase A is in progress or Substantially Complete, the Developer shall accomplish at least the following work during Phase B of the Project:

- (a) Lease a minimum of 15,000 square feet of Existing Buildings A, B or C to a grocery store or sales tax producing tenant or tenants for a minimum of ten years which has/have actually opened for business ("Lease Term B"); and
- (b) Accomplish tenant buildout and other improvements related to said lease(s) and obtain a Certificate of Occupancy for said space.

Developer shall not be entitled to issuance of a Redevelopment Note for Phase B unless the Redevelopment Note for Phase A has issued.

6.5 Developer's Phase C Obligations. Subject to its option to conduct the work in Phase C at any time, provided Phase A is in progress or Substantially Completed, the Developer shall accomplish at least the following work during Phase C of the Project:

- (a) Construct at least one (1) of the New Outlot Buildings, attendant site work and landscaping and obtain necessary Certificates of Occupancy for all tenants leasing a portion of the building contributing to the area described in Section 6.5(b) and for all other occupied units or vanilla box spaces in the outlot building(s) containing the uses noted in Section 6.5(b); and
- (b) Upon execution of new lease(s) in the New Outlot Building(s), excluding the car wash, in accordance with Section 6.2 of at least 3,500 square feet of sales tax producing tenants which have actually opened for business ("Lease Term C"), Developer shall be entitled to a Redevelopment Note , in accordance with Section 5.2(e)(1).
- (c) Upon construction of a second New Outlot Building other than the car wash, and execution of new lease(s) in either or both of the New Outlot Building(s) (not hosting a car wash) in accordance with Section 6.2 of at least an additional 2,000 square feet of sales tax producing tenants which have actually opened for business ("Lease Term C"), Developer shall be entitled to a Redevelopment Note in accordance with Section 5.2(e)(2).

Developer shall not be entitled to issuance of a Redevelopment Note for Phase C unless the Redevelopment Note for Phase A has issued.

6.6 Developer's Phase D Obligations. Provided that Phase A is in progress or Substantially Completed, the Developer shall accomplish the following work during Phase D of the Project:

- (a) Construct additional New Outlot Building(s) to ensure that a minimum of at least a total of three (3) New Outlot Buildings (the third outlet may be for a car wash or other non-sales tax generating tenant), attendant site work and landscaping, have been constructed as part of the Project, in accordance with Section 6.2 and obtain necessary Certificates of Occupancy for all tenants leasing a portion of the building contributing to the area described in Section 6.6(b) and for all other occupied units or vanilla box spaces in the outlot buildings;
- (b) Execute a lease or leases that result in a total of 8,400 square feet of sales tax producing tenants which have actually opened for business in the New Outlot Buildings in Phase C and Phase D (“Lease Term D”); and
- (c) At the conclusion of Phase D, New Outlot Buildings, excluding the area of any car wash, shall have a minimum combined Building Area of fourteen thousand (14,000) square feet in substantial conformance with the Development Plans attached hereto as **EXHIBIT B**.

Developer shall not be entitled to issuance of a Redevelopment Note on Phase D unless Redevelopment Notes have issued for Phase A Phase B and Phase C.

6.7 Submission of Requisitions. When Developer submits Requisitions, Developer shall do so in accordance with Section 5.3. Developer shall take all reasonable and good faith efforts to include with each Requisition all supporting documentation. Requisitions may be amended, supplemented, corrected or modified within ninety (90) days following Substantial Completion. Unless with the approval of the Village Manager, no Approved Requisition shall be amended, supplemented, corrected or modified after the subject Redevelopment Note issues. Developer and Village shall reasonably cooperate in the intake, review, and approval of Requisitions.

6.8 Compliance with Applicable Laws. Consistent with its warranties in Article Nine, Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations, as interpreted, applied and enforced by the Village. All work with respect to the Project shall conform to all applicable federal, State and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned unit development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village. During the Term, the Village shall not enforce any law, ordinance, rule or regulation (or amendment thereto) which would have the effect of increasing Developer's obligations hereunder, including an increase in the cost of the Project, unless said law, ordinance, rule or regulation is one of general applicability to all the similarly situated property in the Village.

- (a) Upon demolition of the building at 2001 63rd Street, Developer shall have thirty (30) days within which to initiate Lot 3 construction or it shall preserve the property in compliance with the provisions of the Municipal Code.
- (b) The Village does not have and will not impose upon Developer any highway or other right-of-way impact fee.

6.9 Leased Space. Once the Developer leases the area comprising part of all of the Total Taxable Floor Area to sales tax or food and beverage tax producing tenants the leased portion of the 23,400 square feet of the Buildings shall remain leased as follows:

- (a) Once leased to a grocery store or other sales tax producing tenants, the 15,000 square feet area of the Existing Buildings, excluding Existing Building D, shall remain leased to a grocery store or other sales tax producing tenants for Lease Term B.

- (b) Once leased to sales tax producing tenants, each sales tax or food and beverage tax producing tenant space contributing to the 8,400 square feet of the New Outlot Buildings shall remain leased to sales tax or food and beverage tax producing tenants for Lease Term C or Lease Term D, as applicable to each tenant space.
- (c) To achieve the benefit of optimal sales tax revenue for the Village, the Developer agrees that the initial lease term for sales tax or food and beverage tax producing tenants that are considered in the Total Taxable Floor Area shall be in accordance with Section 6.2; provided, however, that the Village in its sole discretion may waive the requirements pertaining to any lease term concerning space within the Total Taxable Floor Area.
- (d) At the conclusion of the minimum lease term as provided above for a lease governed by Section 6.9, Developer is not required to re-tenant the same unit(s) with a tenant or lease under Section 6.9 or to meet the minimum Total Taxable Floor Area.

6.10 Tax Information. The Village may conclusively rely upon information provided by the Illinois Department of Revenue with regard to Developer's tenants' payment of sales tax when determining whether a tenant has produced sales tax for any given month. The Developer shall include a provision, in all leases providing for Lease Term B, Lease Term C and Lease Term D within the Project for food and beverage tax producing tenants, that the lessees shall monthly file with the Village the appropriate food and beverage sales tax forms, or any appropriate successor forms, as required by the provisions of the Municipal Code.

6.11 Progress Meetings. Developer shall meet with the Village Council and Village staff and make presentations to the Village Council and Village staff as reasonably requested by the Village Manager in order to keep the Village apprised of the progress of the Project.

6.12 Authorized Developer Representatives. Subject to the provisions in Article Three, the Developer's Authorized Developer Representatives and the Developers accountants, attorneys and consultants have the full power and authority to meet with Village staff for purposes of coordinating and implementing obligations of the Parties under this Agreement, provided that this Section 6.12 does not constitute a power of attorney or agency allowing anyone other than Developer's Authorized Developer Representative to act for Developer.

6.13 Tax Exempt Status. Consistent with its covenant in Section 6.10, Developer and successor owners shall not assert a tax-exempt status during their respective period of ownership. This prohibition shall run with the land and shall expire at the Term defined in Section 15.17 or an earlier date if agreed by the Village and Developer.

6.14 Real Estate Tax Payments. Developer and successor owners agree to pay all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Project on or prior to the date same is due and said taxes shall not become delinquent. Developer and successor owners shall deliver evidence of payment of such taxes to the Village upon request. Except as required pursuant to the express terms of a lease, Developer and successor owners shall not institute any procedures to appeal any real estate taxes levied during the Term as defined by Section 15.17.

6.15 Sale Contracts. All real estate sales contracts shall be made subject to the terms of this Agreement.

6.16 Construction Traffic. The Village and Developer shall cooperate in planning reasonable routes of access for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces in accordance with the Municipal Code.

6.17 Fees and Expenses. Subject to Section 5.7 and Section 6.8(c), Developer and Developer's tenants shall pay all Village imposed fees required in the Municipal Code that are assessed on a uniform basis throughout the Village and are of a general applicability to all other property in the Village. Developer is solely responsible for all requirements, fees and expenses assessed by the Downers Grove Sanitary District and all other governmental entities, which shall be a Redevelopment Project Cost, if eligible pursuant to the Act.

6.18 Amendment or Substitution of Covenants, Declarations and Easements. Developer and the Village shall cooperate reasonably and support one another in the amendment or substitution of covenants, declarations, easements and other restrictions against the Property to support the Project.

6.21 Special Service Area or Additional Taxes. The Village shall not adopt a Special Service Area, or subject the Property to additional taxes premised on the Property or the value of the Property during the Term unless it has obtained Developer's written consent.

ARTICLE SEVEN

ADDITIONAL COVENANTS OF DEVELOPER.

7.1 Developer Existence. Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.

7.2 Construction of Project. Developer shall diligently pursue obtaining all required permits and Developer shall cause construction of the Project on the Property to be prosecuted and completed with due diligence, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement. In the event of an Uncontrollable Circumstance involving any strike or labor dispute, Developer shall provide the Village prompt written notice thereof and, where required by the Village, an explanation as to how such Uncontrollable Circumstance is outside of the Developer's control.

7.3 Indemnification. Developer (use of the term "Developer" herein includes permitted successors and assigns), agrees to indemnify, defend and hold the Village, Mayor, Village Council Members, Village Manager, officers, agents and employees (hereinafter "Indemnified Parties" or individually as "Indemnified Party") harmless from and against any losses, costs, damages, liabilities, claims suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Indemnified Parties which are caused as a result of:

- (a) the failure of Developer to comply with any of the terms, covenants or conditions of this Agreement which Developer is obligated to comply with, after the benefit of any applicable notice and cure periods; or
- (b) the failure of Developer or any of Developer's contractors to pay contractors, subcontractors or materialmen in connection with the Project (subject to any amounts being contested in good faith by Developer); or
- (c) material misrepresentations or omissions of Developer relating to the Project, financial information or this Agreement which are the result of information supplied or omitted by Developer; or

- (d) the failure of Developer to cure any material misrepresentations or omissions of Developer in this Agreement relating to the Project within the applicable cure provisions of this Agreement; or
- (e) any claim or cause of action for injury or damage brought by a third party arising out of the construction or operation of the Project by Developer; or
- (f) any violation by Developer of local ordinance, State or federal laws, in connection with the offer and sale of interests in the Developer or any part of the Project; or
- (g) the occurrence of an Event of Default by Developer.

The provisions of this Section 7.3 shall not apply to a loss which arises out of (in whole or in part) intentional misconduct or negligence on the part of any Indemnified Party, but only to the extent that such Indemnified Party's misconduct or negligence contributed to the loss, or that the loss is attributable to such Indemnified Party's misconduct or negligence. Nothing herein in this Section 7.3 shall constitute a waiver by the Village of the privileges and immunities granted unto it by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).

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

7.5 No Gifts. Developer covenants that no officer, member, manager, stockholder, employee or agent of Developer, or any other person acting with knowledge of the Developer and on Developer's behalf, has made, offered or given, either directly or indirectly, to the Mayor, any

Council member, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village. The Village represents that it is not aware of any occurrence that would constitute a violation of this Section 7.5.

7.6 Conveyance. In recognition of the nature of the Redevelopment Project and the Village's projections of the need for incremental tax revenues to finance Redevelopment Project Costs, in accordance with the Act, during the life of the Meadowbrook Redevelopment Project Area consistent with its covenants in Section 6.10, Developer shall not knowingly undertake to convey the Property to persons whose ownership and use of such Property will cause it to be exempt from payment of property taxes, and will impose in the deed conveying all or any portion of the Property, a prohibition against granting such conveyance consistent with the covenants in Section 9.11.

7.7 Disclosure. Developer hereby represents, warrants and covenants to the Village that the sole member of the Developer is currently Anthony J. Stella. If the effect of a change in membership will be to reduce the controlling interest of the foregoing identified member to less than fifty-one percent (51%), no such change shall be made in the members owning the Developer or in their ownership interests without the consent of the Village.

7.8 Assignment of Agreement. This Section 7.8 does not prohibit assignment of any Redevelopment Note, each note being fully assignable. Provided that Developer may assign all or part of this Agreement to Anthony J. Stella, a trust of which Anthony J. Stella a controlling beneficiary to the extent of greater than 50% and has the authority to direct the actions of the trustee in proportion to Anthony J. Stella's beneficial interest in the same, or to an entity of which Anthony J. Stella or Developer is a controlling shareholder or member to the extent of

greater than 50%, all of which are “**Permitted Transferees.**”, Developer may not assign all or part of this Agreement to someone who is not a Permitted Transferee prior to December 31st of the year of the fourth anniversary of the Effective Date without the express written consent of the Village Council (which may be withheld in the Village Council's reasonable discretion). After December 31st of the year of the fourth anniversary of the Effective Date, this Agreement shall be fully assignable by Developer provided that the Developer provides twenty-one (21) days advance written notice of the intended assignment and assignee in accord with Section 15.2. This Agreement may not be assigned nor may any rights hereunder, other than to payment under a Redevelopment Note, be transferred by Developer until after four years from the effective date of the Agreement. Prior to the consummation of an assignment of this Agreement to a Permitted Transferee prior to December 31st of the year of the fourth anniversary of the Effective Date, the Permitted Transferee shall tender to the Village a declaration affirming that Anthony J. Stella's controlling interest in the Permitted Transferee shall not be diluted to a percentage less than or equal to 50%. This Agreement operates as a consent to assignment that occurs within the ordinary course of financing for the purpose of collateralizing loans involving Anthony J. Stella or Developer. Prior to December 31st of the year of the fourth anniversary of the Effective Date, any assignee of any of Developer's obligations under this Agreement shall have the qualifications, financial ability, reputation and character necessary, adequate and desirable, in Village's sole discretion as to assignments to be approved by the Village, to fulfill these obligations. Such assignee shall execute an assumption and assignment agreement agreeing to adhere to the terms and conditions of this Agreement, as they apply to said assignee, and shall submit such information, including financial information, as may be requested by the Village Council. Before any such assignment operating upon future permission of the Village shall be of

any force and effect, Developer shall give notice of such proposed assignment to the Village, and the Village Council shall have forty-five (45) days to accept or reject such assignee at its sole reasonable discretion. In the event the Village rejects such assignee, the Village shall state the reasons therefore. If the Village does not respond to the notice of such intended assignment within such forty-five (45) days day period, such assignment shall be deemed denied.

Notwithstanding anything in this Section 7.10, no part of this Section 7.10 shall require the Village's consent to the collateral assignment hereof to Developer's construction lender or permanent lender, if required thereby or to a Permitted Transfer. The Village may not condition Developer's retention of or assignment of benefits which shall be at Developer's sole election.

7.9 No Transfer of Project without Village's Consent. Until December 31, 2029, no portion of the Project shall be transferred or conveyed to a person that is not a Permitted Transferee without the Village Council's prior written approval which may be withheld in the Village Council's reasonable discretion. Until December 31, 2029, no membership transfer of 50% or more of the units or membership interests in the Developer to a person that is not a Permitted Transferee shall occur without the Village Council's prior written approval which may be withheld in the Village Council's reasonable discretion. This Section 7.9 does not require consent for any action other than a real estate transfer, or membership transfer of 50% or more of the units of the Developer, to a person that is not a Permitted Transferee. Before being requested to consent to a transfer of all of the Property by Developer to another developer that is not a Permitted Transferee (a "Separate Developer") who will develop such portion of the Project and the Property, the following must be satisfied regarding such transfer:

- (a) Any proposed Separate Developer shall, in the Village's sole discretion, have the experience and financial ability necessary to fulfill the obligations undertaken by

Developer in this Agreement with respect to the Project and all rights, duties and responsibilities being transferred. The proposed Separate Developer shall submit to the Village, for its review and approval, the same financial documents required hereunder of Developer.

- (b) Any such proposed Separate Developer shall have expressly assumed the obligation of Developer hereunder in writing with respect to the Project and all rights, duties and responsibilities to be transferred as hereinafter provided.
- (c) All material instruments and legal documents involved and affecting any such transfer from Developer to any Separate Developer shall be submitted to the Village Council for its approval, and no transfer shall be effective until the Village Council has authorized the Village Manager to execute the same. Except in the event of a written agreement authorized by the Village Council, no transfer shall be deemed to relieve Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project from any of their obligations with respect thereto as to the interest transferred. Developer shall in any event notify the Village of any transfer of any interest in the Project. The Village shall have no duty to return any letter of credit or other security posted in connection with the portion of the Project so transferred until substitute security acceptable to Village in its sole discretion is received.
- (d) Upon the conveyance of the Property or part of the Property to a separate developer (as consented to by the Village Council, and as evidenced by execution by the separate developer of an assumption and assignment agreement in a form acceptable to the Village), such separate developer shall be responsible for the

development of the Project and Developer shall be relieved from all further liability under this Agreement with respect to the Project and the Property so transferred. Each separate developer shall be bound by all terms, conditions, and obligation of this Agreement applicable to the Project and Property and, except as set forth below in this section, any reference to Developer in this Agreement shall be deemed to be (or include) a reference to a separate developer to the extent such reference is to (or includes) the Project or the Property owned by such separate developer.

ARTICLE EIGHT

ADHERENCE TO MUNICIPAL CODE AND ORDINANCES.

All new development and new construction of the Project shall comply in all respects with the applicable provisions of the Municipal Code in effect on the date that an application for a building permit and/or earth moving permit for such development or construction is filed, and from time to time during construction that are applicable, except as otherwise provided herein.

Developer warrants that its development of the Project shall be performed in accordance with all the applicable covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental regulations and land use regulations, codes, ordinances, federal, State and local ordinances affecting the Project.

ARTICLE NINE

REPRESENTATIONS AND WARRANTIES OF DEVELOPER.

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

9.1 Organization and Authorization. Developer is an Illinois limited liability company authorized to do business in Illinois and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

9.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or results in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made by Developer, any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

9.3 Location of Project. The Project will be located entirely within the Property. If the Developer acquires additional territory, then Developer shall amend the Planned Unit Development if it intends to include the same in the Project.

9.4 Financial Resources. Developer and any Assignee shall have sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.

9.4 Patriot Act Compliance. Developer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Developer further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Developer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

ARTICLE TEN

REPRESENTATIONS AND WARRANTIES OF THE VILLAGE.

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

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

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

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

10.3 Connections. The Village hereby agrees to permit the connection of all water lines and storm sewer lines constructed in the Meadowbrook Redevelopment Project Area or Village utility lines existing or constructed in the Property or near the perimeter of the Property as set forth on the Development Plans, provided that Developer complies with all requirements of general applicability promulgated by the Village for such connections. The Village shall grant

utility and other necessary permissions as may be necessary or appropriate to accommodate the utilities shown on the Development Plans, provided that sanitary is under distinct jurisdiction.

ARTICLE ELEVEN

LIABILITY AND RISK INSURANCE.

11.1 Liability Insurance Prior to Completion. Developer and its contractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Developer, its contractors or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in this Agreement or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		(Applicable on a
		Per Project Basis)
Commercial Automobile	\$1,000,000	Each Accident

Umbrella Liability	\$ 5,000,000
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Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles. Workers Compensation coverage shall include a waiver of subrogation against the Village. Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Developer and its contractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any contractor or subcontractor employees, or the employees of contractor’s subcontractors of any tier, however caused, related to the performance of operations under this Agreement. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory. Developer and its contractors shall maintain in effect all insurance coverages

required by this Agreement at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII.

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

ARTICLE TWELVE

EVENTS OF DEFAULT AND REMEDIES.

12.1 Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

- (a) If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material adverse respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default, within sixty (60) days after written notice from the Village.
- (b) Default by Developer for a period of thirty (30) days after written notice thereof from the Village in any representation contained in this Agreement concerning the

existence, structure or financial condition of Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default can be cured within said thirty (30) days, or Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default.

- (c) A material failure by Developer in the performance of any obligation hereunder or the material breach of any covenant or warranty contained in this Agreement; provided, however, that Developer's election not to perform or inability to perform work in a Phase or conclude any Phase shall not be deemed a material breach of covenant or warranty, such default shall not constitute an Event of Default if such default is cured within said thirty (30) days, or the Developer, within said thirty (30) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within ninety (90) days after such notice, subject to Uncontrollable Circumstances.
- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
- (e) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal

or State bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

- (f) Failure to have funds to meet Developer's obligations.
- (g) Sale, assignment, or transfer of the Property except in accordance with this Agreement.
- (h) Change in the Developer other than one approved by the Village Council or authorized under this Agreement when such approval is required.
- (i) Developer fails to comply with applicable governmental codes and regulations.

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

- (a) if any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default, within sixty (60) days after written notice from Developer.

- (b) default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default if the Village does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default.
- (c) default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Developer and in any event cures such default within ninety (90) days after such notice, subject to Uncontrollable Circumstances.

12.3 Remedies for Default. In the case of an Event of Default hereunder:

- (a) The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than 30 additional days following additional notice to that provided under Section 12.2, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or

breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

- (b) In case the Developer or Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

12.4 No Waiver by Delay or Otherwise. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, or the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

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

ARTICLE THIRTEEN

PUBLIC CONTRACT REQUIREMENTS

13.1 No Discrimination. Developer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) Certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Agreement.
- (c) Acknowledges that it is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Developer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans with Disabilities Act, 42 U.S.C. Secs. 12101 et seq.

13.2 Sexual Harassment Policy. Developer, as a party to a public contract, shall have a written sexual harassment policy that:

- (a) Notes the illegality of sexual harassment;
- (b) Sets forth the State law definition of sexual harassment;

- (c) Describes sexual harassment utilizing examples;
- (d) Describes the Developer's internal complaint process including penalties;
- (e) Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- (f) Describes the protection against retaliation afforded under the Illinois Human Rights Act.

13.3 Equal Employment Opportunity. In the event of the Developer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Developer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Developer agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (b) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Developer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Developer in its efforts to comply with such Act and Rules and Regulations, the Developer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the

Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every contract and subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this Agreement, the Developer will be liable for compliance with applicable provisions of this clause by such contractors; and further it will promptly notify the contracting agency and the Department in the event any contractor fails or refuses to comply therewith. In addition, the Developer will not utilize any contractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

13.4 Advertisements. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

13.5 Drug Free Workplace. Developer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Developer's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Developer's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph 13.5(a) to each employee engaged in the performance of work under this Agreement and to post the statement in a prominent place in the workplace.
- (d) Notifying the Village within ten (10) days after receiving notice under part (a)(3)(B) of subparagraph 13.5 above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

13.6 CERCLA Indemnification. Developer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising from lawsuits or administrative actions against the Village under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by Developer, provided that the Developer is not required to indemnify the Village for any release of the waste material directly caused by an affirmative action of the Village, both before and after its disposal. If Developer encounters any waste material governed by the above Act, it shall immediately notify the Village and conduct itself according to applicable laws and regulations..

13.7 Contracts. Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with Developer's Project shall contain language similar to that recited in Section 13.1 through 13.6 above.

ARTICLE FOURTEEN

PREVAILING WAGE

14.1 Prevailing Wage. The Developer is hereby notified by the Village that work contemplated by this Redevelopment Agreement may be subject to the Prevailing Wage Act 820 ILCS 130/1 et seq. The Developer agrees to comply with all applicable provisions of the Illinois Prevailing Wage Act as administered by the Illinois Department of Labor ("IDOL"). The Developer further agrees to contact IDOL for a determination of applicability of the Prevailing Wage Act to the Project as contemplated by this Redevelopment Agreement. If required by IDOL, the Developer 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 construction work on the Redevelopment Project contemplated by this Redevelopment Agreement. The Developer recognizes and agrees that it is solely responsible for compliance with the Prevailing Wage Act and agrees to fully indemnify, defend and hold harmless the Village pursuant to Section 7.3 above with regard to any actions or proceedings instituted regarding such compliance.

ARTICLE FIFTEEN

MISCELLANEOUS PROVISIONS.

15.1 Cancellation. In the event Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Developer's duty to build the

Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Meadowbrook Redevelopment Project Area, 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 Project or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this Section 15.1, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided, however, that (i) 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; (ii) the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded document to the extent permitted by said court order; and (iii) the cancellation or termination of this Agreement shall have no effect on any pending Requisition or issued Development Notes to the extent permitted by said court order. If the Developer terminates this Agreement pursuant to this Section 15.1, to the extent it is then appropriate, the Developer, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided, however, that the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded document to the extent permitted by said court order.

15.2 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by electronic mail, telex, telegram or telecopy, if followed up with an overnight delivery of same (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village of Downers Grove

850 Curtiss Street

Downers Grove, IL 60515

Attn: Village Manager

Telephone: 630-434-5500

Facsimile: 630-434-5571

dfieldman@downers.us

With a copy to: Village of Downers Grove

850 Curtiss Street

Downers Grove, Illinois 60515

Attention: Enza Petrarca, Village Attorney

Telephone: (630) 434-5541

Fax: (630) 434-5493

epetrarca@downers.us

If to Developer: STELLCO 4300 COMMERCE LLC

c/o Anthony J. Stella

Stellco Properties

24W500 Maple Ave., Suite 211

Naperville, Illinois 60540

Telephone: (630) 778-9400

Fax: (630) 778-7996

astella@stellcoproperties.com

With copy to:

Mark W. Daniel

DANIEL LAW OFFICE, P.C.

17W733 Butterfield Road, Suite F

Oakbrook Terrace, Illinois 60181

Telephone: (630) 833-3311

Fax: (630) 833-3511

mark@thedaniellawoffice.com

To be effective, email shall be sent to all notice recipients for all parties simultaneously. The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

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

15.4 Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

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

15.6 Recordation of Agreement. The Village shall record this Agreement with the DuPage County Recorder's Office.

15.7 Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

15.8 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for a dispute concerning this Agreement shall be in the Eighteenth Judicial Circuit Court for DuPage County.

15.9 Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto. Among other writings, a zoning approval granted by the Village qualifies as a written instrument.

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

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

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

15.13 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns; provided, however, that Developer may not assign the Project or Developer's rights under this Agreement in violation of

Sections 7.8 or Section 7.9. Notwithstanding anything herein to the contrary, the Village may not delegate its obligation hereunder or transfer any interest in the Property without the express written approval of Developer.

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

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

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

15.17 Term. This Agreement shall remain in full force and effect through and until the end of December 31st of the twenty-third (23rd) anniversary year of the adoption of the Meadowbrook TIF District, April 8, 2025, unless the Redevelopment Plan with respect to the Project is extended or until termination of the Meadowbrook Redevelopment Project Area or until otherwise terminated pursuant to the terms of this Agreement.

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

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

15.20 Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

15.21 Exhibits. **EXHIBITS A** through **EXHIBIT F** attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

15.22 Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

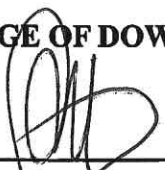
ARTICLE SIXTEEN

EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Village ordinance authorizing the execution and adoption of this Agreement. Developer shall execute this Agreement prior to Village Council authorization of execution of this Agreement.

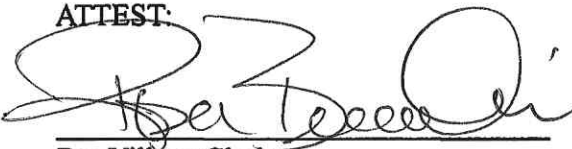
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation


By: Mayor

Dated: 4-8-2025

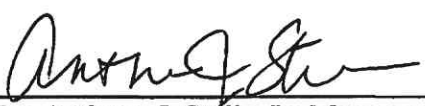
ATTEST:


By: Village Clerk

Dated: 4-8-2025



DEVELOPER: STELLCO 4300 COMMERCE LLO


By: Anthony J. Stella, Its Manager

Dated: 12-9-24

LIST OF EXHIBITS

- A LEGAL DESCRIPTION FOR PROPERTY
- B PROJECT DEVELOPMENT PLANS
- C. FORM OF REDEVELOPMENT NOTE
- D. FORM OF REQUISITION
- E. PERMITTED USE LIST AS OF EFFECTIVE DATE
- F. ORDINANCES APPROVING DEVELOPMENT

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN MEADOWBROOK SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1973 AS DOCUMENT NUMBER R73-05824 AND CERTIFICATES OF CORRECTION RECORDED AS DOCUMENTS R76-58800 AND R76-58801, IN DUPAGE COUNTY, ILLINOIS

ALSO

LOT 5 AND THE SOUTH 15.00 FEET OF LOT 4 IN VALLEY CREEK PARK ESTATES UNIT 1, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1957 AS DOCUMENT 866856 AND THE CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 16, 1958 AS DOCUMENT 894780

ALSO

THOSE PARTS OF THE EXISTING ADJOINING PUBLIC RIGHT OF WAYS, ALL OF THE ABOVE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST (ASSUMED) 250.00 FEET ALONG THE SOUTH LINE OF SAID LOT; THENCE NORTH 54 DEGREES 55 MINUTES 37 SECONDS WEST 275.59 FEET ALONG THE WESTERLY LINE THEREOF; THENCE NORTH 00 DEGREES 32 MINUTES 00 SECONDS WEST 40.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST TO THE WEST RIGHT OF WAY LINE OF BELMONT ROAD EXTENDED SOUTH TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SAID ROAD; THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF LOT 4 IN SAID MEADOWBROOK SUBDIVISION EXTENDED WEST; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT, EXTENDED NORTH TO THE NORTH RIGHT OF WAY LINE OF WEST 63RD STREET; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WOODWARD AVENUE EXTENDED NORTH; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 5 EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE TO SAID POINT OF BEGINNING.

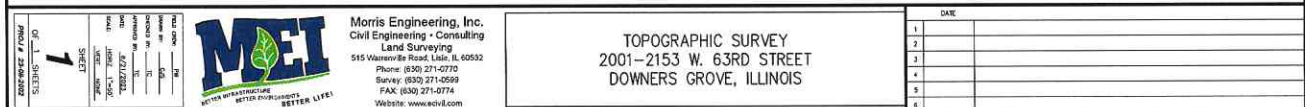
EXCEPT THAT PART OF SAID LOT 5 AND THE SOUTH 15.00 FEET OF LOT 4 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH ON THE EAST LINE OF SAID LOT 5 HAVING A BEARING OF

NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 28.64 FEET;
THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST A DISTANCE OF 164.71
FEET; THENCE NORTH 14 DEGREES 25 MINUTES 50 SECONDS WEST A DISTANCE OF
62.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 14
DEGREES 25 MINUTES 50 SECONDS NORTH WEST A DISTANCE OF 75.55 FEET;
THENCE NORTH 17 DEGREES 23 MINUTES 30 SECONDS WEST A DISTANCE OF 55.13
FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID LOT 4;
THENCE WEST ON THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID LOT 4
HAVING A BEARING OF SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST A
DISTANCE OF 110.38 FEET; THENCE SOUTH 0 DEGREES 25 MINUTES 00 SECONDS
EAST, A DISTANCE OF 91.17 FEET; THENCE SOUTH 69 DEGREES 35 MINUTES 46
SECONDS EAST A DISTANCE OF 119.89 FEET; THENCE NORTH 41 DEGREES 08
MINUTES 30 SECONDS EAST A DISTANCE OF 10.20 FEET; THENCE NORTH 89
DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.95 FEET TO THE POINT
OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

NOTE: To the extent work occurs within adjacent rights of way, the work in adjacent rights of
way shall be deemed part of the Project.

EXHIBIT B
PROJECT DEVELOPMENT PLANS

Of



♀



END

[illegible]

LAND AREA = 29.513 SQ. OR 0.676 ACRES MORE OR LESS

GENERAL NOTES

- [illegible]

THIS SURVEY CONFORMS WITH A TITLE POLICY PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NUMBER MCS-1121299-CH12 WITH AN EFFECTIVE DATE OF JUNE 21, 2022.
SEE COVER SHEET TO SCHEDULE "B" EXCEPTIONS

- [illegible]

INDEX OF SHEETS

1. COVER SHEET
2. BOUNDARY SURVEY
3. TOPOGRAPHIC SURVEY

DATE	
1	
2	
3	
4	
5	
6	

ALTA/NSPS LAND TITLE SURVEY
2001 63RD STREET
DOWNERS GROVE, ILLINOIS

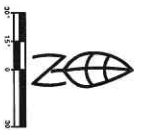
Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecivil.com

[illegible]

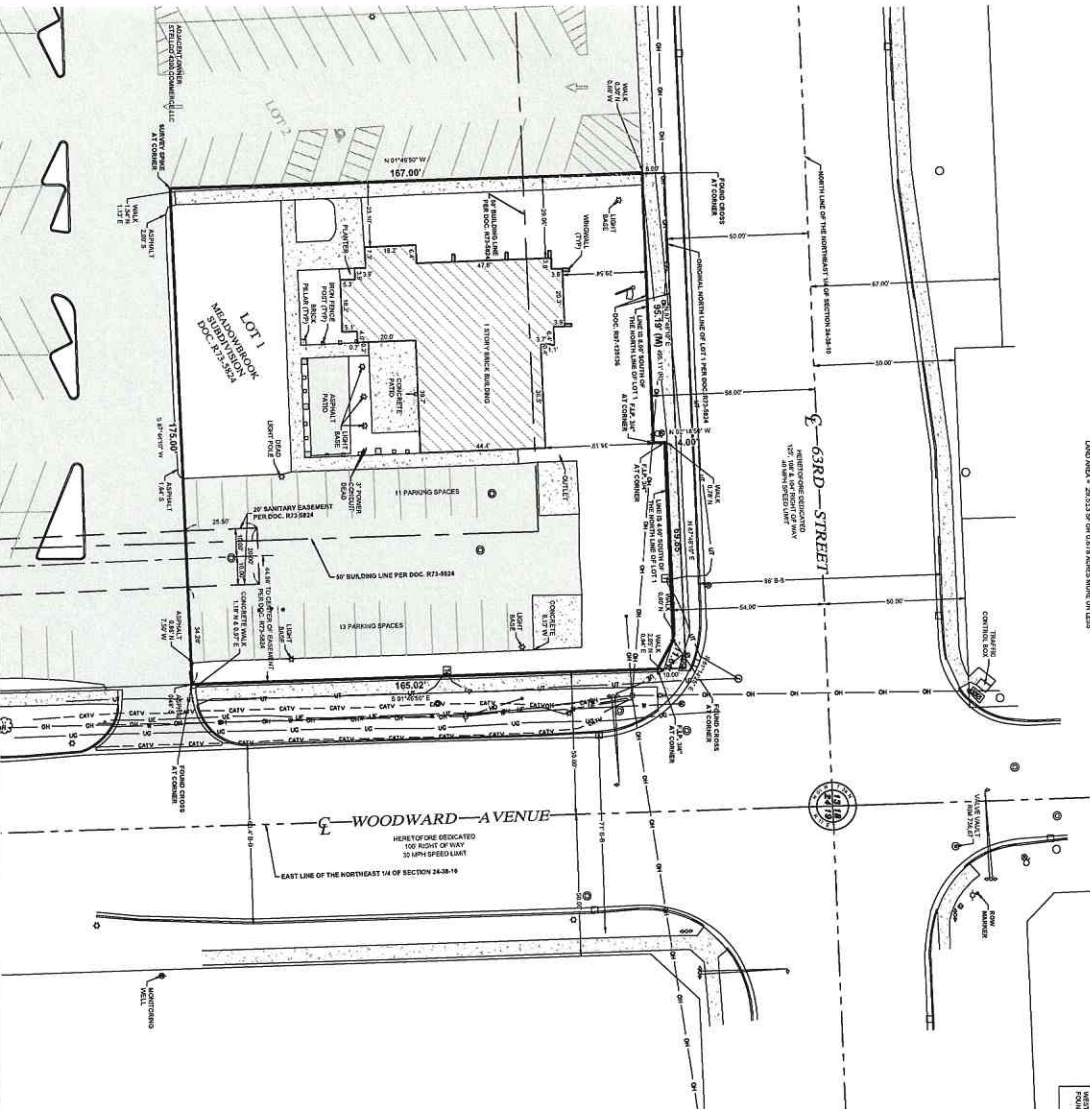
VEL: DATE	_____
SHEET NO.	C/S
DRAWING NO.	TC
APPROVED BY	TC
DATE	2/28/2024
SCALE	AS SHOWN 1"=30'
NOTES	SEE SHEET 1

[illegible]

LAND AREA = 29.523 SF OR 0.678 ACRES MORE OR LESS



BOUND OF BLANKET
WESTERLY LINE OF WOODWARD AVENUE
FOUND MONUMENTED AND OCCUPIED.
S 01°48'40" E (ASSUMED)



FILED WITH	FILE
ISSUED BY	FILE
ORDERED BY	FILE
APPROVED BY	FILE
DATE	3/28/2024
REMARKS	HEGIR 1 "502"
NEXT MON	
SHEET	
2	
OF 3 SHEETS	
P9101 # 24-02-0000	

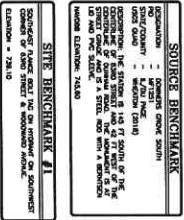


Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.ecvrl.com

ALTA/NSPS LAND TITLE SURVEY
2001 63RD STREET
DOWNERS GROVE, ILLINOIS

DATE	
1	
2	
3	
4	
5	
6	

LAND AREA = 29,513 SF OR 0.576 ACRES MORE OR LESS



DATE	
1	
2	
3	
4	
5	
6	

Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.earth.com



FIELD CODE	FW
ISSUES PER	CdS
ORDERED BY	IC
APPROVED BY	TD
DATE	2/28/2004
TIME	10:02 1-50'
WENT	WENT MON.
SHEET	
3	
OF 3 SHEETS	
PNOV # 24-02-0009	



THE FOLLOWING ARE THE LEGAL DESCRIPTIONS FOR PUD #8, PUD #1 AND PROPOSED PUD #70.

THE DESCRIPTION OF PUD #8 DOES NOT INCLUDE THE SOUTH HALF OF THE RIGHT OF WAY FOR 63RD STREET, AS DESCRIBED IN ORDINANCE 1626, BUT DOES INCLUDE THE EAST HALF OF THE RIGHT OF WAY OF BELMONT AVENUE.

THE DESCRIPTION OF PUD #1 DOES NOT INCLUDE THE RIGHT OF WAY FOR 63RD STREET AND WOODWARD AVENUE AS, DESCRIBED IN ORDINANCE 1354.

THE DESCRIPTION OF THE PROPOSED PUD #70 DOES NOT INCLUDE ANY RIGHT OF WAYS.

PUD #8

THAT PART OF MEADOWBROOK SUBDIVISION (EXCEPT LOT 4) BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 24 TOWNSHIP 38 RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R73-5824, LYING EAST OF THE CENTER LINE OF BELMONT AVENUE AND LYING WEST OF THE WEST LINE OF VALLEY CREEK PARK ESTATES UNIT 1 SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 866856, ALL IN DUPAGE COUNTY, ILLINOIS.

PUD #70

THAT PART OF MEADOWBROOK SUBDIVISION (EXCEPT LOT 4), BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R73-5824, LYING EAST OF THE EAST LINE OF BELMONT AVENUE AND MEADOWBROOK ASSESSMENT PLAT, BEING PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R92-075488, ALL IN DUPAGE COUNTY, ILLINOIS.

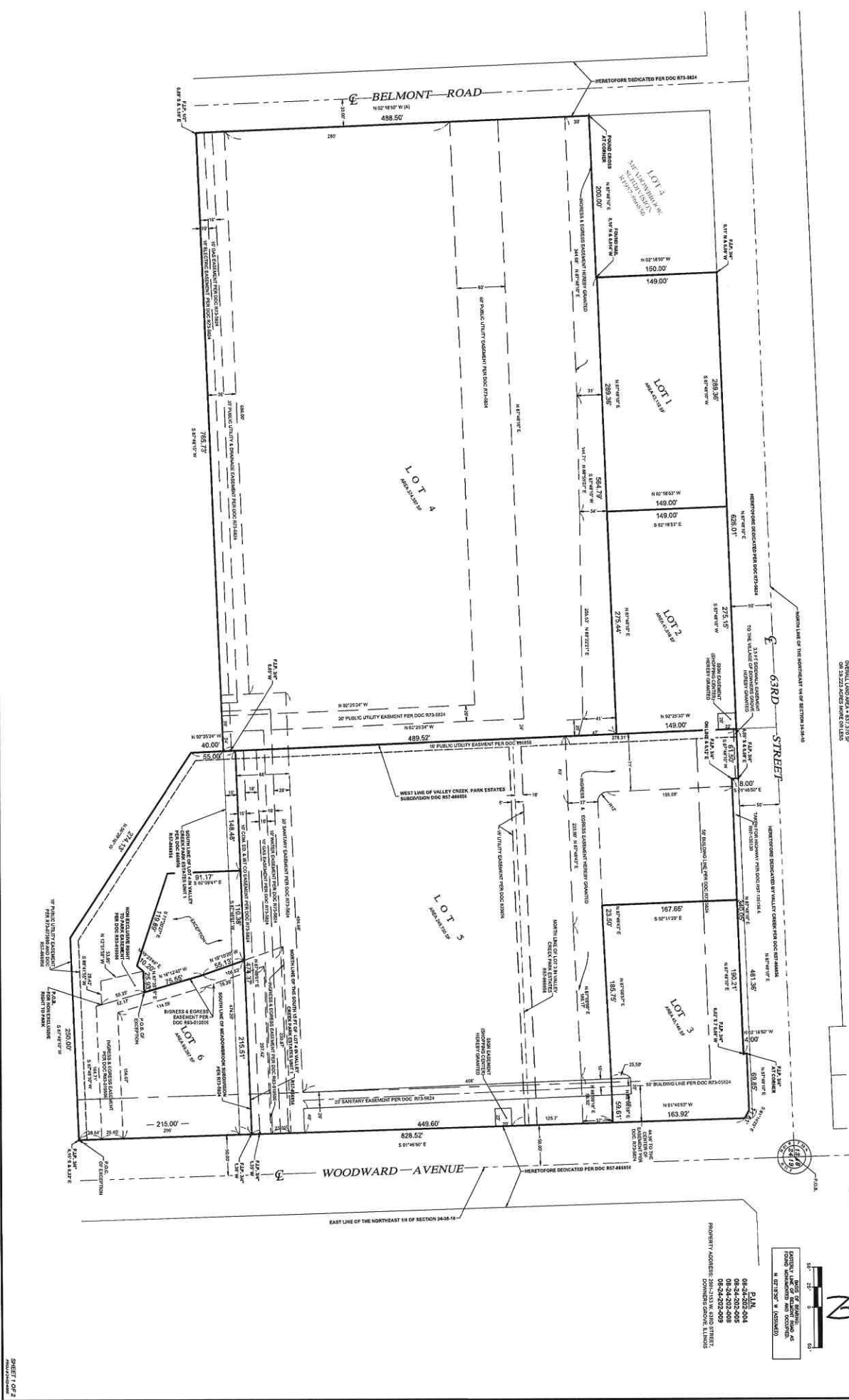
PUD #1

LOTS 1,2,3 AND LOT 4 (EXCEPT THE SOUTH 15.00 FEET), IN VALLEY CREEK PARK ESTATES UNIT 1 SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 866856, ALL IN DUPAGE COUNTY, ILLINOIS.

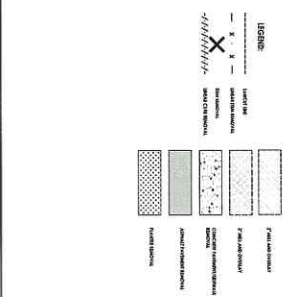
SHOPPES OF MEADOWBROOK SUBDIVISION

THIS IS A SUBDIVISION OF LOT 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

OFFICIAL LAND AREA: 832.319 AC
ON 10/22/2020 PER THE PLAN



PLAN
08-24-2020-004
08-24-2020-005
08-24-2020-006
08-24-2020-009
PROPERTY ADDRESS: 201-1111 W. 10TH STREET,
DENVER, CO 80202



SHEET NAME
DEMOLITION
PLAN - OVERALL

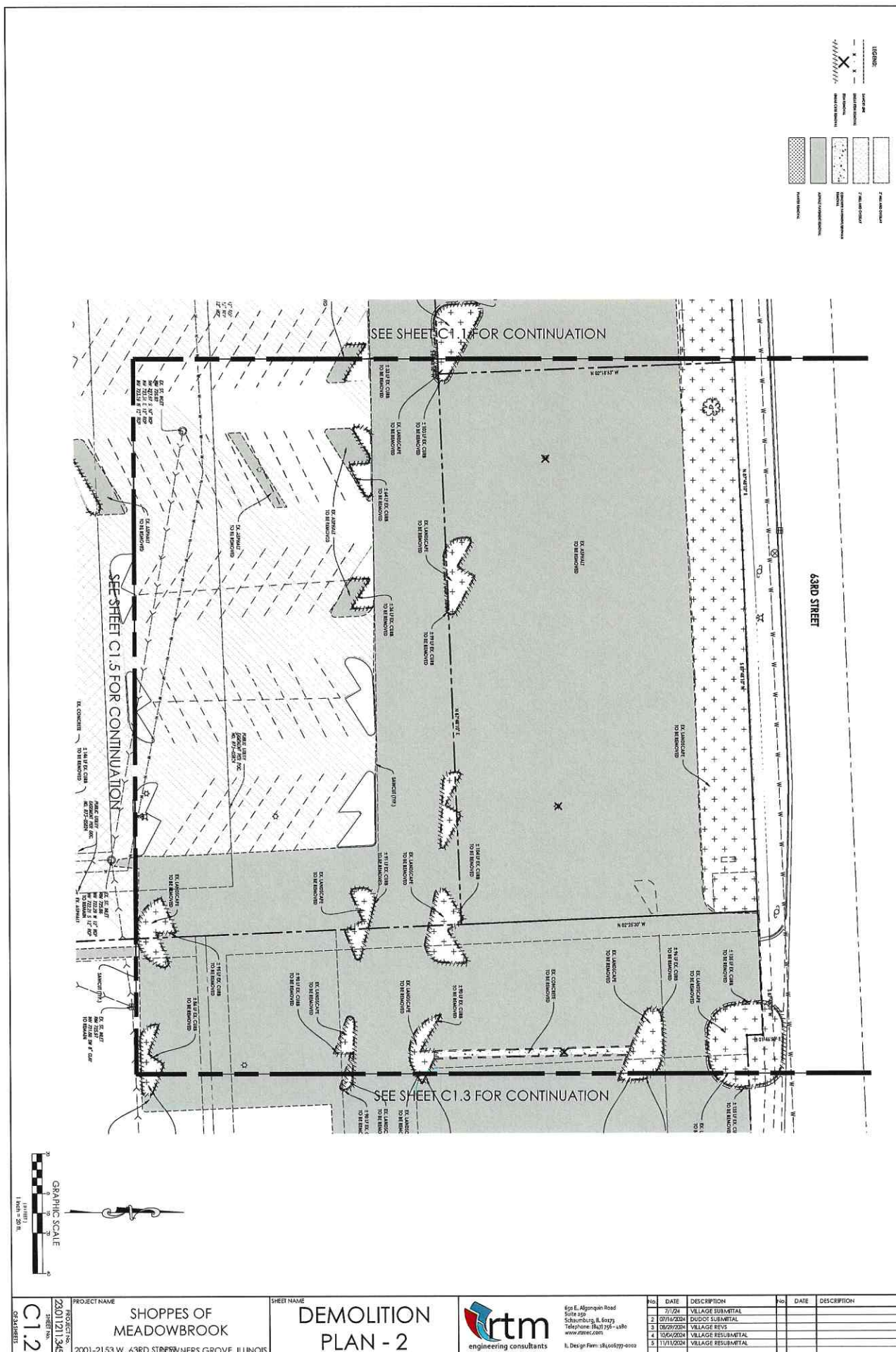


550 E. Algonquin Road
Suite 250
Schaumburg, IL 60173
Telephone: (847) 756-4380
www.rtnec.com

IL Design Firm: 184006777-0002

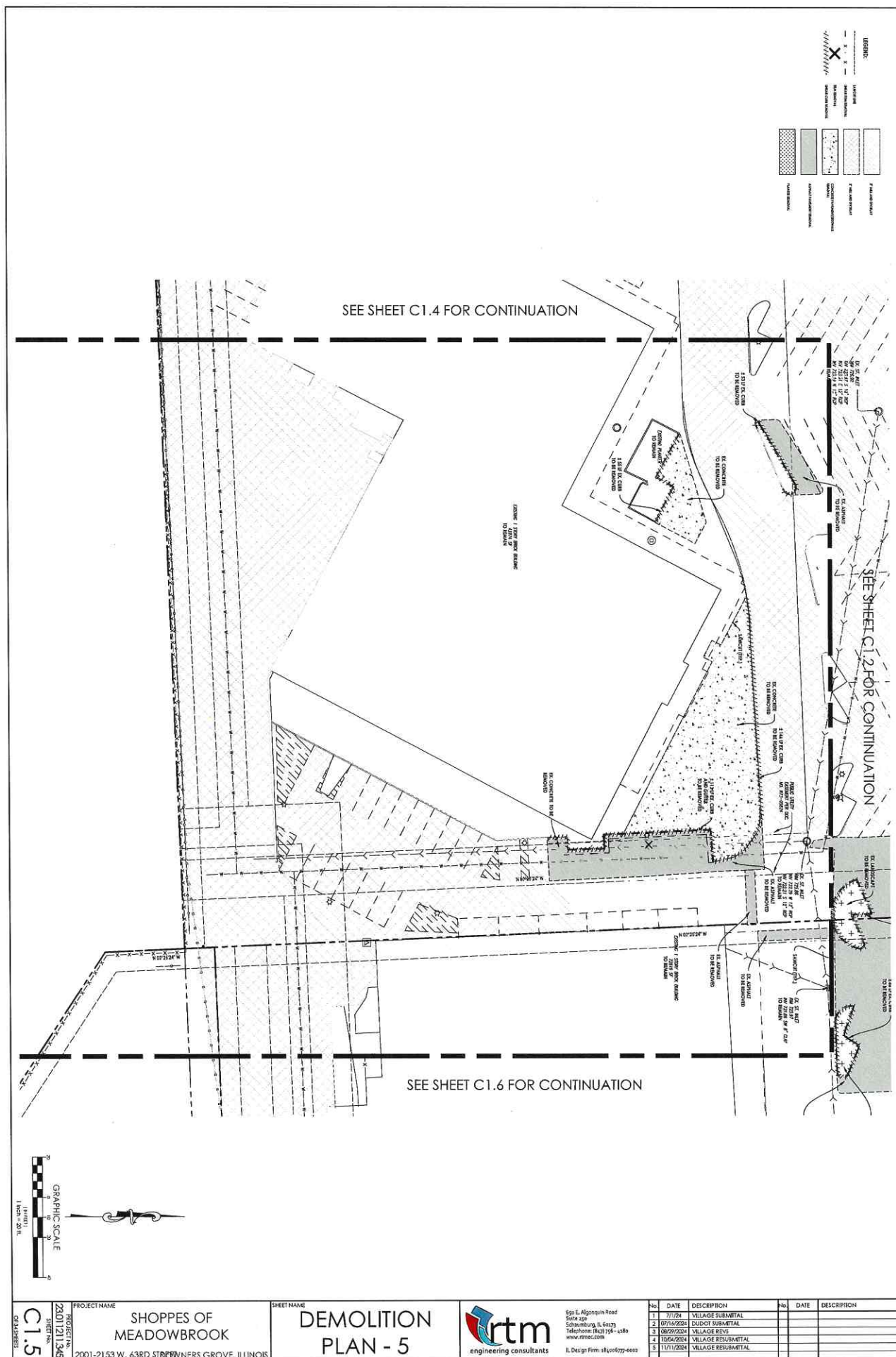
No.	DATE	DESCRIPTION	No.	DATE	DESCRIPTION
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2	7/1/2024	DUDOT SUBMITTAL			
3	06/29/2024	VILLAGE REVS			
4	10/6/2024	VILLAGE RESUBMITTAL			
5	11/1/2024	VILLAGE RESUBMITTAL			

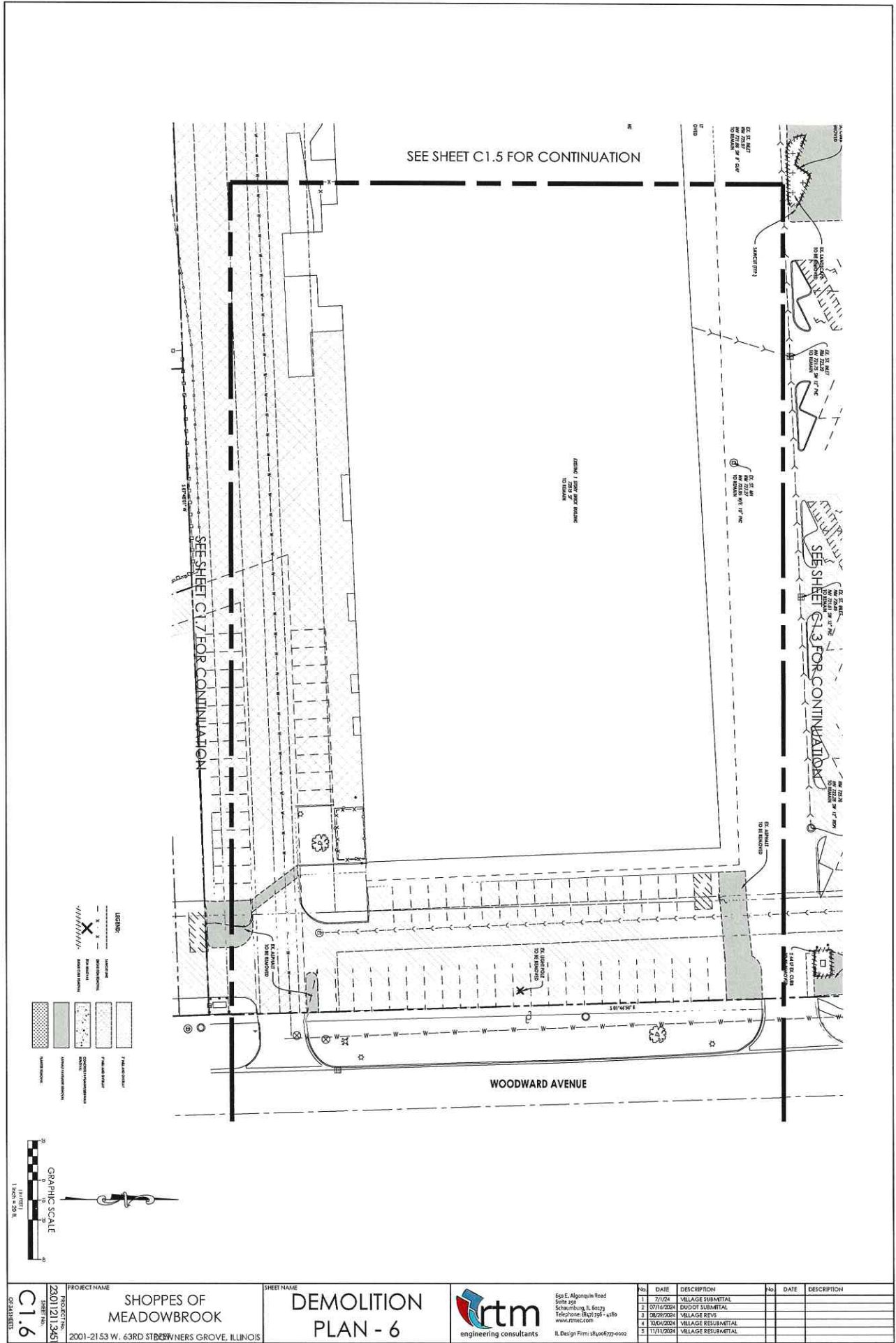


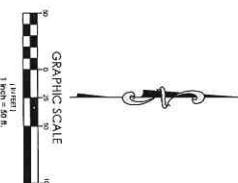












① HONOR ROLL SUMMARY								
REGULAR STATUS (7-18)		LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	TOTAL
ACCESSIBLE STATUS (7-18)		26	48	59	305	212	42	692
TOTAL STALL COUNT		28	50	62	314	219	44	717

	EXISTING
REGULAR STALLS (7'x18')	842
ACCESSIBLE STALLS (16'x18')	10
TOTAL STALL COUNT	872

TOTAL AREA SUMMARY
 PERVIOUS AREA = 2.486 AC (13.2%)
 IMPERVIOUS AREA = 16.400 AC
 TOTAL AREA = 18.886 AC

	A-11 THIN COATS		
	B-1 ORGANIC COILS AND CORES		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1 ORGANIC COILS AND CORES - OVERLAYS		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 11 COILS AND CORES INLET NORTH CHIMNEY		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 11 COILS AND CORES - OVERLAYS		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 12 COILS AND CORES - TRANSITION (END TO HILL TOP)		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	MAKERS COILS AND CORES INLET NORTH CHIMNEY		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	MAKERS COILS AND CORES - OVERLAYS		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 12 COILS AND CORES - TRANSITION (END TO HILL TOP)		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	SAVING HILL		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 12 COILS AND CORES - TRANSITION (END TO HILL TOP)		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	SAVING HILL		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 12 COILS AND CORES - TRANSITION (END TO HILL TOP)		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	SAVING HILL		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 12 COILS AND CORES - TRANSITION (END TO HILL TOP)		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	SAVING HILL		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 12 COILS AND CORES - TRANSITION (END TO HILL TOP)		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	SAVING HILL		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	B-1, 12 COILS AND CORES - TRANSITION (END TO HILL TOP)		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT
	SAVING HILL		REINFORCED SPINAL INVERTMENT, REINFORCED SPINAL COAT

No	DATE	DESCRIPTION	No	DATE	DESCRIPTION
1	06/03/2024	TURN LANE REVISION			
2	07/16/2024	DUDOT SUBMITTAL			
3	08/29/2024	VILLAGE REVS			
4	10/04/2024	VILLAGE RESUBMITTAL			
5	11/17/2024	VILLAGE RESUBMITTAL			

650 E. Algonquin Road
Suite 250
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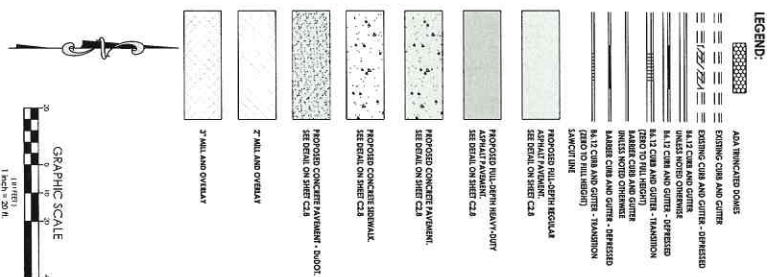
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PLAN

PROJECT NAME
MEADOWBROOK
SHOPPING CENTER
4350 FT. AND WOODWARD AVE. BOWLING GREEN, OHIO

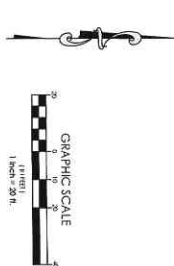
23 SHEET
SHEET NO.
C2.0
OF SHEETS

Page 65 of 265





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2	07/16/2024	DUDOT SUBMITTAL			
3	08/29/2024	VILLAGE REVS			
4	10/04/2024	VILLAGE RESUBMITTAL			
5	11/11/2024	VILLAGE RESUBMITTAL			



23.011211.345

SHEET No.

C2.3

PROJECT NAME

SHOPPES OF
MEADOWBROOK

2001-2153 W. 63RD STREET DOWNERS GROVE, ILLINOIS

SHEET NAME

SITE PLAN - 3



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www.rtmec.com

IL Design Firm: 184006777-0003

No.	DATE	DESCRIPTION	No.	DATE	DESCRIPTION
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2	07/16/2004	DUDOT SUBMITTAL			
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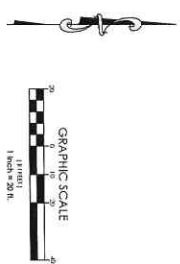




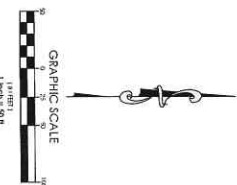
rtm
engineering consultants

650 E. Algonquin Road
Suite 250
Schaumburg, IL 60173
Telephone: (847) 756-4380
www.rtmec.com

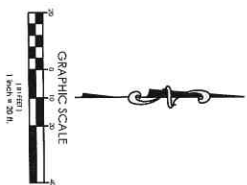
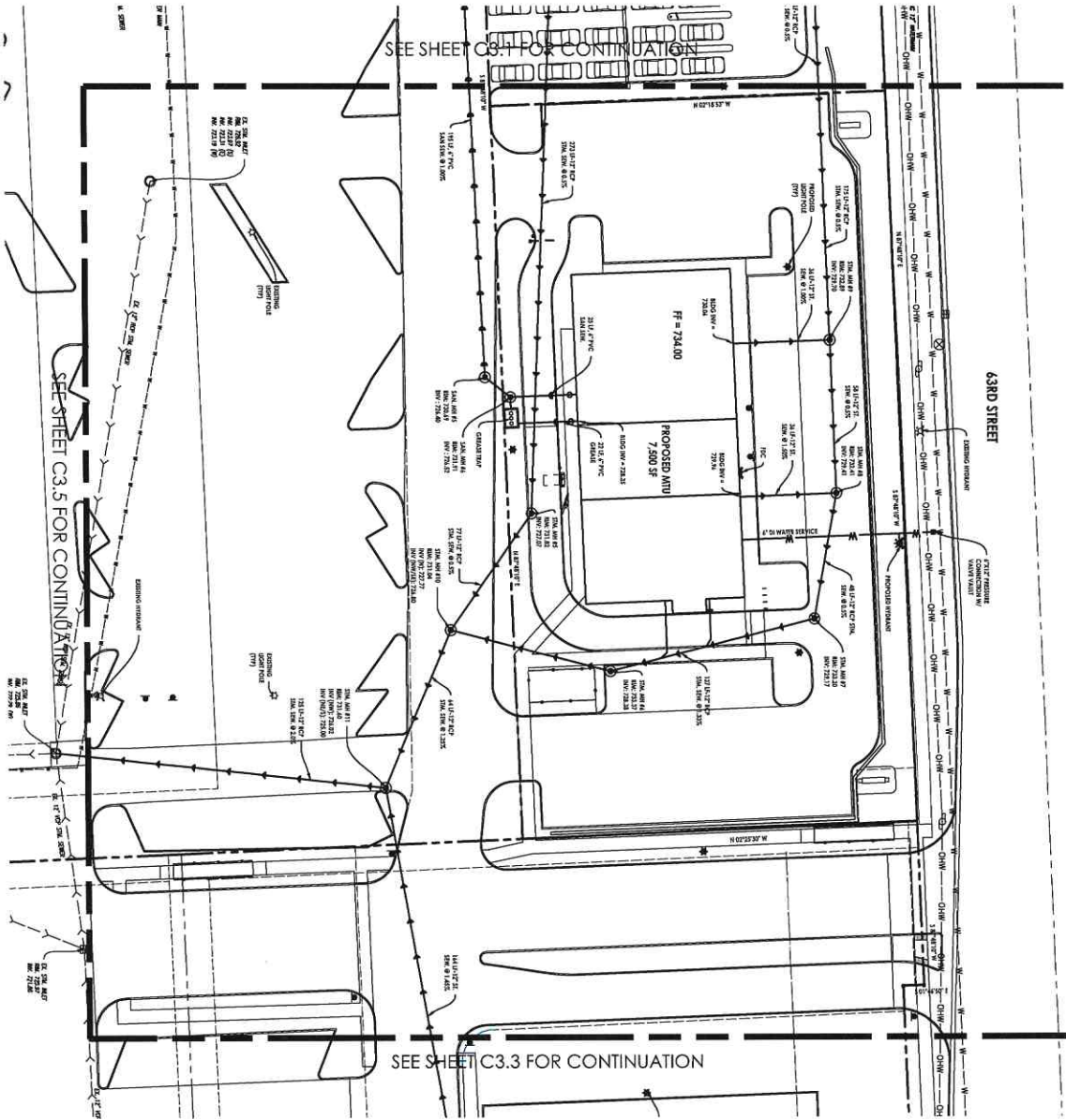
IL Design Firm: 184006777-0001



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3	08/29/2024	VILLAGE REVS			
4	10/04/2024	VILLAGE RESUBMITAL			
5	11/11/2024	VILLAGE RESUBMITAL			

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Eric E. Algonquin Road
 Suite 250
 Schaumburg, IL 60193
 Telephone: (847) 756-4380
 www.rtmec.com
 E. Design Firm: 847.006.777-



C3.2	PROJECT NAME	SHOPPES OF MEADOWBROOK
	PROJECT NO.	23011211345
	SHEET NO.	1

SHEET NAME		UTILITY PLAN - 2
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560 E. Algonquin Road
Suite 200
Schaumburg, IL 60196
Telephone: (847) 736-4380
www.rtmec.com

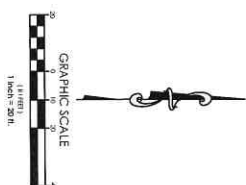
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3	08/29/2021	VILLAGE REV			
4	1/10/22	VILLAGE RESUBMITTAL			
5	1/11/22	VILLAGE RESUBMITTAL			



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3	08/29/2024	VILLAGE REVS			
4	10/04/2024	VILLAGE RESUBMITTAL			
5	11/17/2024	VILLAGE RESUBMITTAL			





No.	DATE	DESCRIPTION	No.	DATE	DESCRIPTION
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3	08/29/2024	VILLAGE REV'S			
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23.011211345

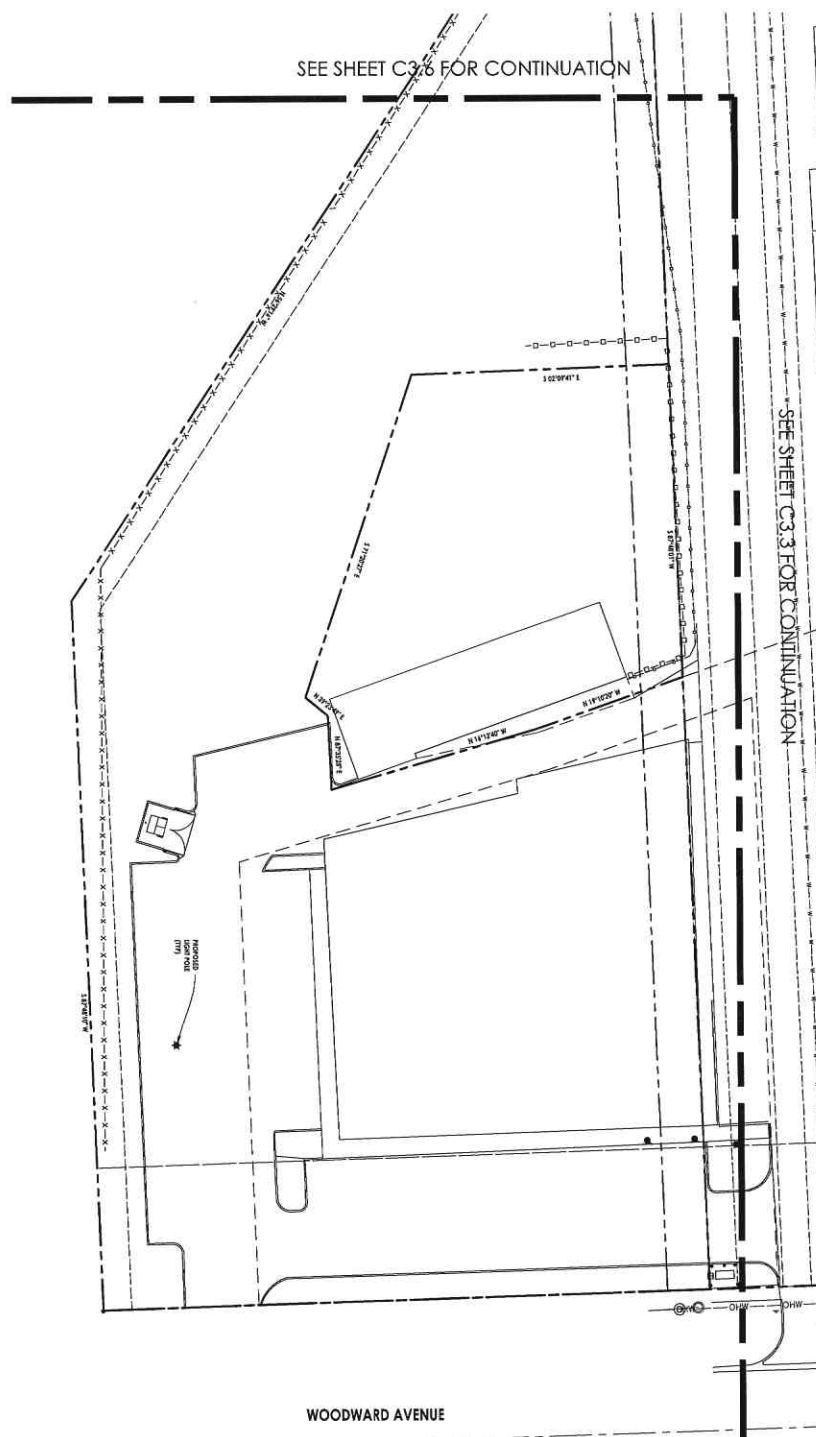
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UTILITY PLAN - 6

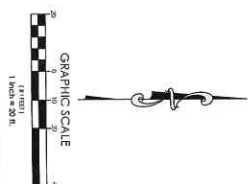


650 E. Algonquin Road
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Schaumburg, IL 60173
Telephone: (847) 756-4580
www.rtmec.com
IL Design Firm: 184006777-0002

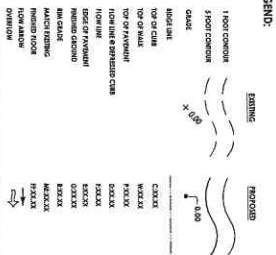
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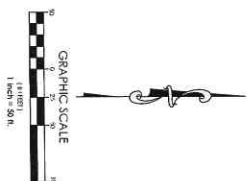
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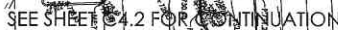
C3.7 CH3 23.01.12.11.246 03/12/2011	PROJECT NAME	SHEET NAME	 650 E. Algonquin Road Suite 150 Schaumburg, IL 60197 Telephone: (847) 756-1430 www.rtmec.com I. Design Firm: 1406797-0003	No.	DATE	DESCRIPTION	No.	DATE	DESCRIPTION							
	SHOPPES OF MEADOWBROOK 2001-2153 W. 43RD STREET, WILSONS GROVE, ILLINOIS	UTILITY PLAN - 7		1	7/7/04	VILLAGE SUBMITTAL	2	07/06/2004	DUDOT SUBMITTAL	3	06/29/2004	VILLAGE REV'S	4	10/6/2004	VILLAGE RESUBMITTAL	5



- NOTE:**
1. APPROX. INFLATION, BASED ON APPROX. COSTS AND INFLATION ESTIMATES (UNLESS NOTED OTHERWISE, AND ALSO TO GUARANTEE OF CASH ESTIMATE).
 2. A CONTINGENT SLOTT SHALL BE MAINTAINED BETWEEN PICO CABLE.
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 4. BNC CABLE ALONG CABLES AND HOW THE EVOLUTION.
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C4.0 OF 4 SHEETS	PROJECT NAME SHOPPES OF MEADOWBROOK		SHEET NAME GRADING PLAN - OVERALL	 554 E. Algonquin Road Suite 400 Schaumburg, IL 60197 Telephone: (815) 756-4380 www.rtmcc.com I, Design Firm: info@rtmcc.com	<table><thead><tr><th>No.</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>1</td><td>07/01/24</td><td>VILLAGE SUBMITTAL</td></tr><tr><td>2</td><td>07/16/24</td><td>DUDOT SUBMITTAL</td></tr><tr><td>3</td><td>08/27/24</td><td>VILLAGE REV'S</td></tr><tr><td>4</td><td>11/05/24</td><td>VILLAGE RESUBMITTAL</td></tr><tr><td>5</td><td>11/17/24</td><td>VILLAGE RESUBMITTAL</td></tr></tbody></table>	No.	DATE	DESCRIPTION	1	07/01/24	VILLAGE SUBMITTAL	2	07/16/24	DUDOT SUBMITTAL	3	08/27/24	VILLAGE REV'S	4	11/05/24	VILLAGE RESUBMITTAL	5	11/17/24	VILLAGE RESUBMITTAL	<table><thead><tr><th>No.</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>1</td><td>07/01/24</td><td>VILLAGE SUBMITTAL</td></tr><tr><td>2</td><td>07/16/24</td><td>DUDOT SUBMITTAL</td></tr><tr><td>3</td><td>08/27/24</td><td>VILLAGE REV'S</td></tr><tr><td>4</td><td>11/05/24</td><td>VILLAGE RESUBMITTAL</td></tr><tr><td>5</td><td>11/17/24</td><td>VILLAGE RESUBMITTAL</td></tr></tbody></table>	No.	DATE	DESCRIPTION	1	07/01/24	VILLAGE SUBMITTAL	2	07/16/24	DUDOT SUBMITTAL	3	08/27/24	VILLAGE REV'S	4	11/05/24	VILLAGE RESUBMITTAL	5	11/17/24	VILLAGE RESUBMITTAL
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3	08/27/24	VILLAGE REV'S																																								
4	11/05/24	VILLAGE RESUBMITTAL																																								
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SHEET No. 2301121.1.345		PROJECT No. 2001-2153-W. 43RD STREET BUILDERS GROVE, ILLINOIS																																								



PROJECT NAME
SHOPPES OF
MEADOWBROOK
2001-2153 W. 63RD STREET, OWNERS GROVE, ILLINOIS

SHEET NAME
GRADING PLAN -
1



650 E. Algonquin Road
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Telephone: (847) 756-4180
www.rtmec.com

IL Design Firm: 184006777-0001

No.	DATE	DESCRIPTION	No.	DATE	DESCRIPTION
1	7/7/24	VILLAGE SUBMITTAL			
2	07/16/2024	DUDOT SUBMITTAL			
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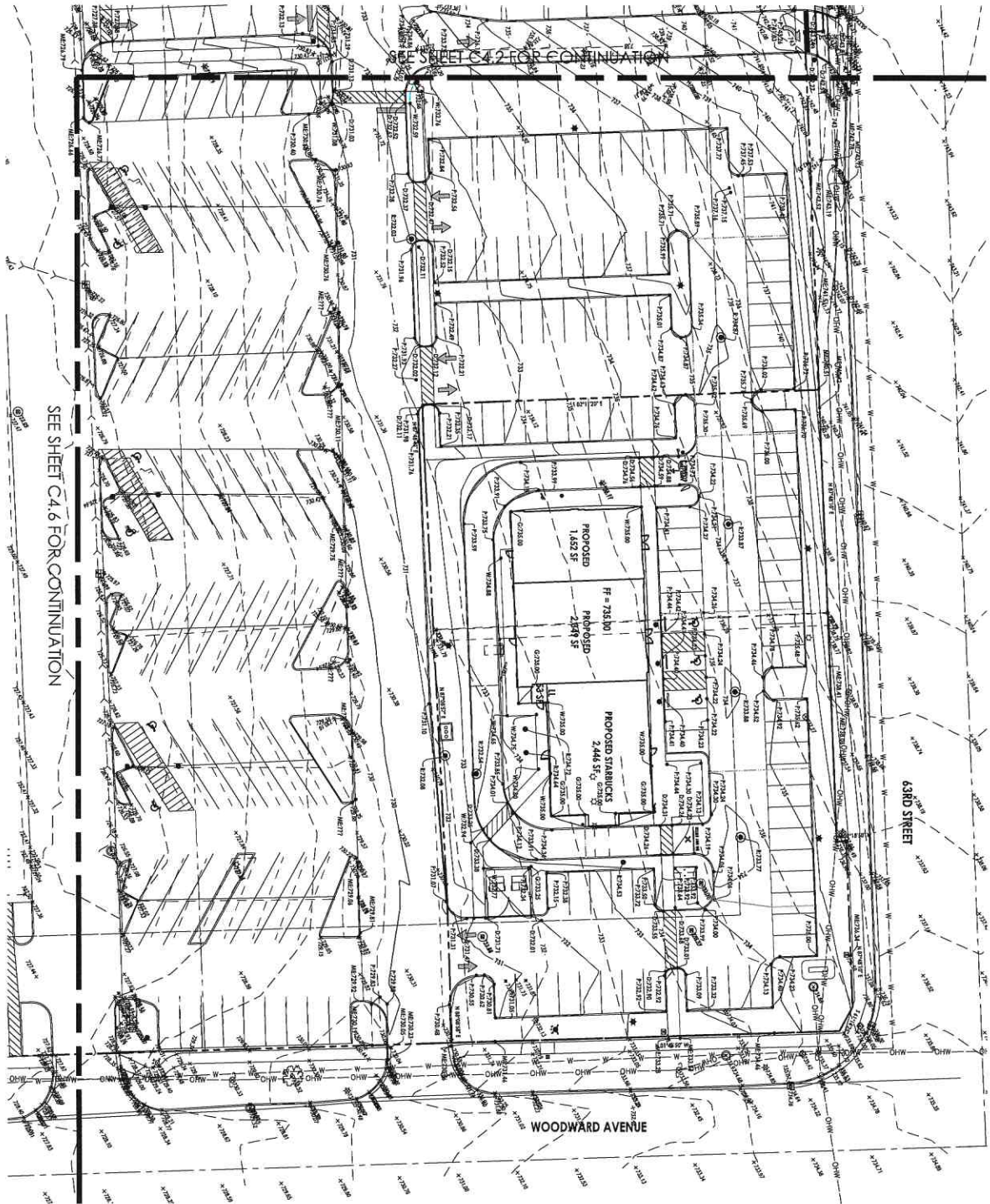
PROJECT NO.
23.011211.345

SHOPPES OF MEADOWBROOK

SHEET NAME
GRADING PLAN -
2

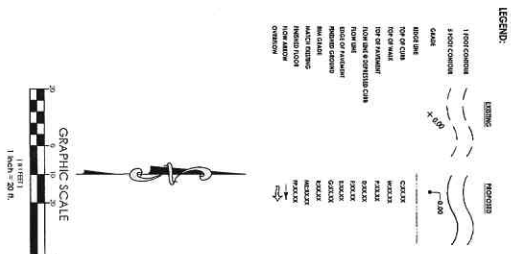


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4	10/04/2024	VILLAGE RESUBMITTAL			
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SEE SHEET C4.6 FOR CONTINUATION

SEE SHEET C4.2 FOR CONTINUATION



PROJECT NAME
SHOPPES OF MEADOWBROOK
2001-2153 W. 63RD STREET, NORTON GROVE, ILLINOIS

PROJECT NO.
230112113463

SHEET NO.
C4.3

SHEET NAME
GRADING PLAN - 3

rtm
engineering consultants

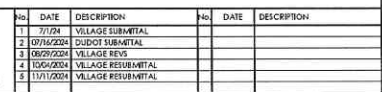
500 E. Algonquin Road
Suite 300
Schaumburg, IL 60196
Telephone: (847) 736-4390
www.rtmcc.com

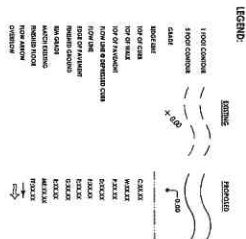
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5	11/11/2024	VILLAGE RESUBMITTAL			



PROJECT NAME SHOPPES OF MEADOWBROOK 2001-21 53 W. 63RD STREET, BERNARDERS GROVE, ILLINOIS	SHEET NAME GRADING PLAN - 4	 urtm engineering consultants Ego E. Algorquin Road Suite 150 Schaumburg, IL 60193 Telephone: (847) 755-4330 www.urtm.com I, Design Firm: 0316077-0003	No. DATE DESCRIPTION 1 1/1/2004 VILLAGE SUBMITTAL 2 07/16/2004 SUBJECT SUBMITTAL 3 05/29/2004 VILLAGE REVS 4 10/06/2004 VILLAGE RESUBMITTAL 5 1/17/2005 VILLAGE RESUBMITTAL	No. DATE DESCRIPTION



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Date:	5-25-2023	7-7-2023	
		11-13-2023	
Scale:	1" = 30'	4-1-2024	
		7-1-2024	
Design By:	J. Czaja	8-23-2024	
		10-7-2024	

2133 63rd St,
Downers Grove, IL
W. 63rd St Entrance and East Parking Lot and East Outlot

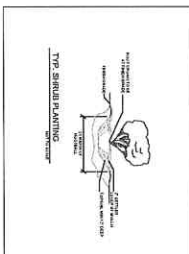
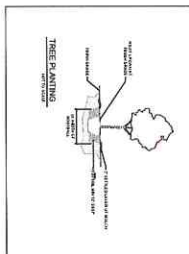


INTENDED TO ILLUSTRATE
DESIGN INTENT AND SHOULD
BE USED AS A GENERAL
REFERENCE GUIDELINE.

1550 W. BARTLETT RD
BARTLETT, IL 60103
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F: 630-497-2110
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Note:
All Landscaping material shall be installed in accordance with the planting procedures established by the American Association of Nurseryman.

Page:	L3	Revisions	
Date:	5-25-2023	6-18-2023	10-7-2024
		7-7-2023	11-12-2024
		11-13-2023	
Scale:	1" = 30'	4-1-2024	
		7-1-2024	
Design By:	J. Czaja	7-25-2024	
		8-23-2024	

2133 63rd St,
Downers Grove, IL
Woodward Ave Entrances and East Buildings



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OF SUCCESS A GENERAL
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2133 63rd St,
Downers Grove, IL
West Building and Parking Lot

Page:	L4	Revisions
Date:	7-1-2024	8-19-2024
Scale:	1" = 30'	8-23-2024
Design By:	J. Czaja	10-7-2024
		11-12-2024



Kodiak Orange Honey Suckle



Summer Crush Hydrangea



Piglet Fountain Grass



Shenandoah Switch Red Grass



American Linden



Miss Kim Lilac (Flowers in Spring)



Royal Raindrop Crabapple



Frontier Elm



Hicki Yew



Skyline Honey locust (Yellow in Fall)



Japanese Tree Lilac (Flowers in Spring)



Autumn Brilliance Serviceberry (Flowers in Spring)



Autumn Blaze Maple (Red in Fall)



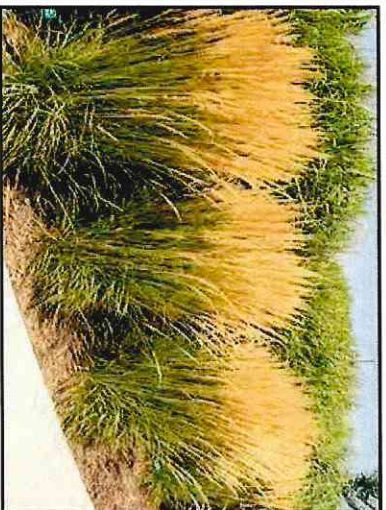
Rosy Return Daylily (Blooms in Summer)



Ground Hog Chokeberry (Spring Flowers)



Quick Fire Hydrangea (Summer bloom)



Karl Foerster Reed Grass



Autumn Joy Sedum (Fall Color)



Autumn Millenium (Summer Color)

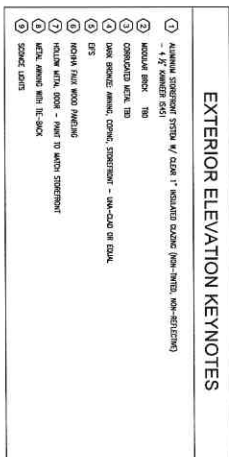


Autumn Moor grass



Gold Lace Juniper

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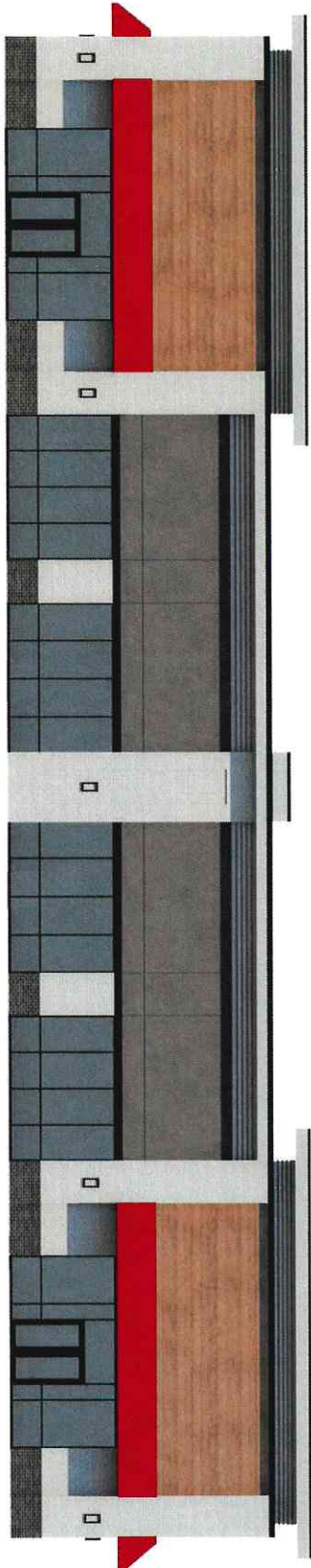
NOT FOR CONSTRUCTION

STELLCO PROPERTIES

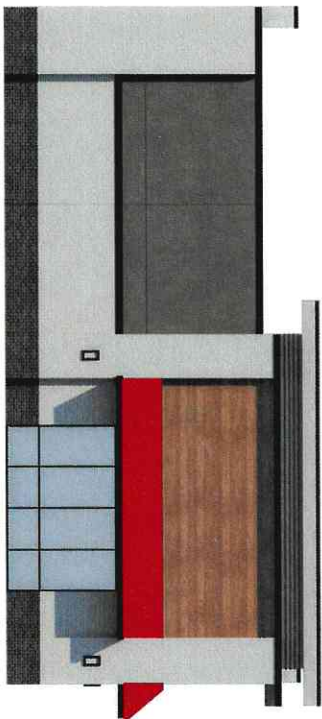
NEW CONSTRUCTION
MEADOWBROOK SHOPPING CENTER OUTLOTS DOWNERS GROVE, IL

JTS | Architects

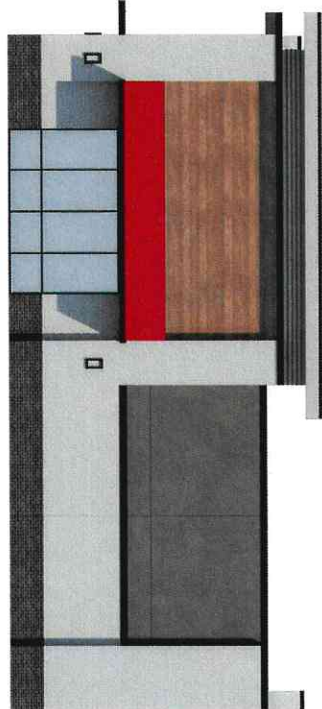
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jlsarch.com



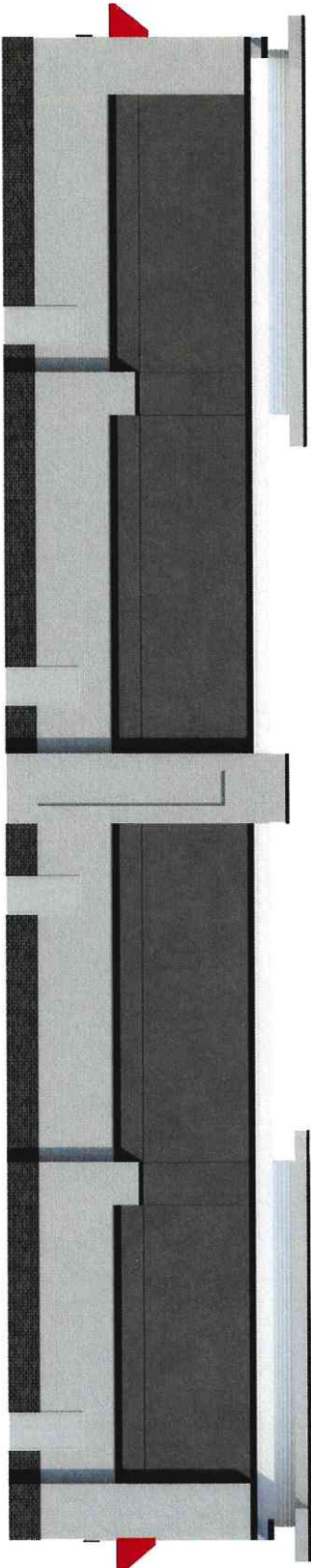
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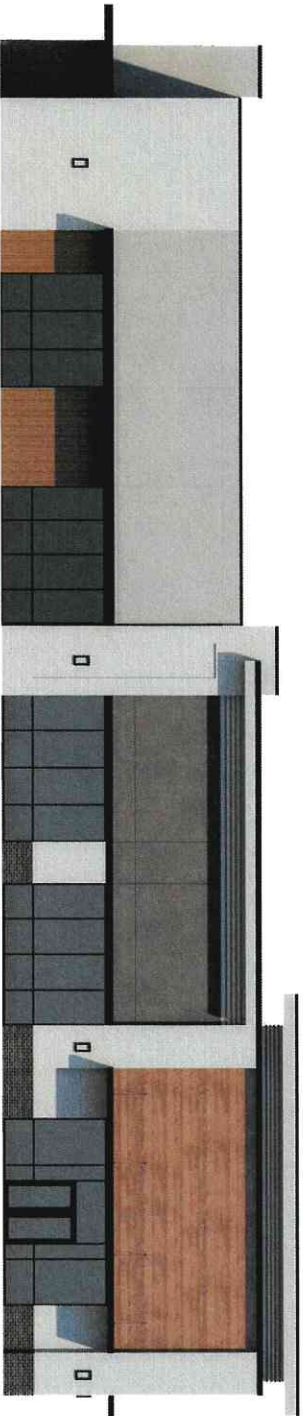
EAST ELEVATION



WEST ELEVATION



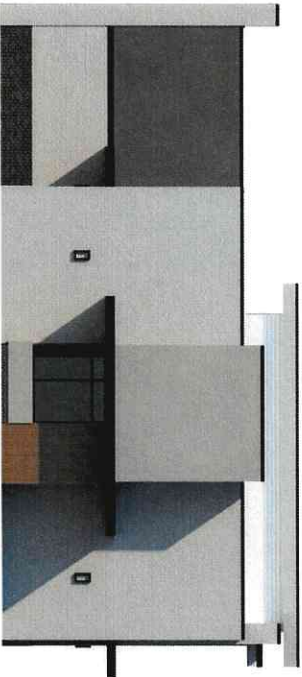
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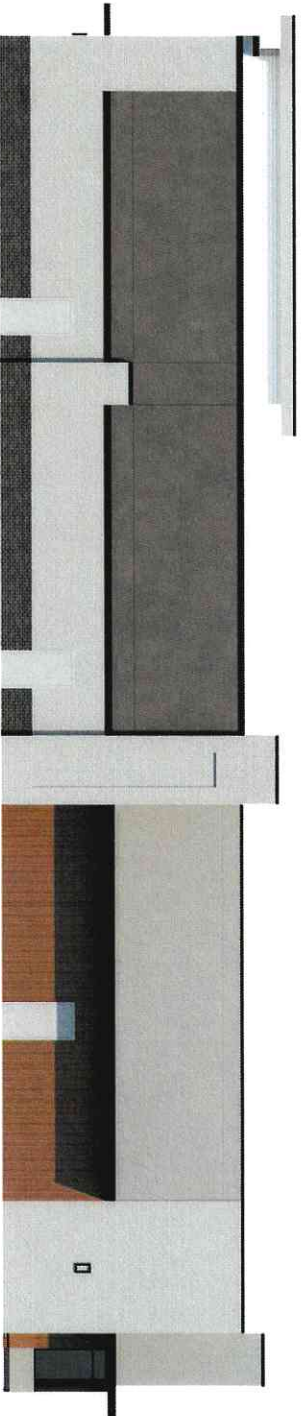
NORTH ELEVATION



WEST ELEVATION



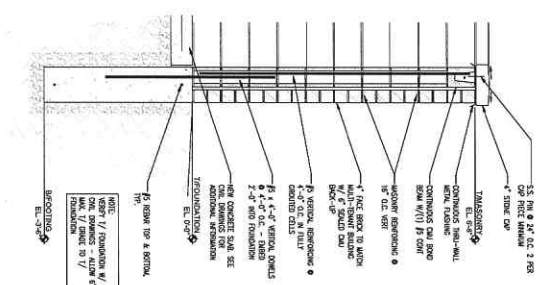
EAST ELEVATION



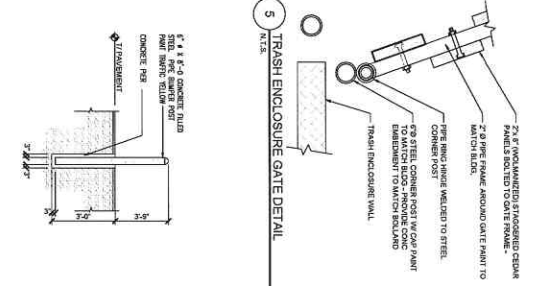
SOUTH ELEVATION

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4 TYP. WALL SECTION - TRASH
SCALE: 1/8" = 1'-0"

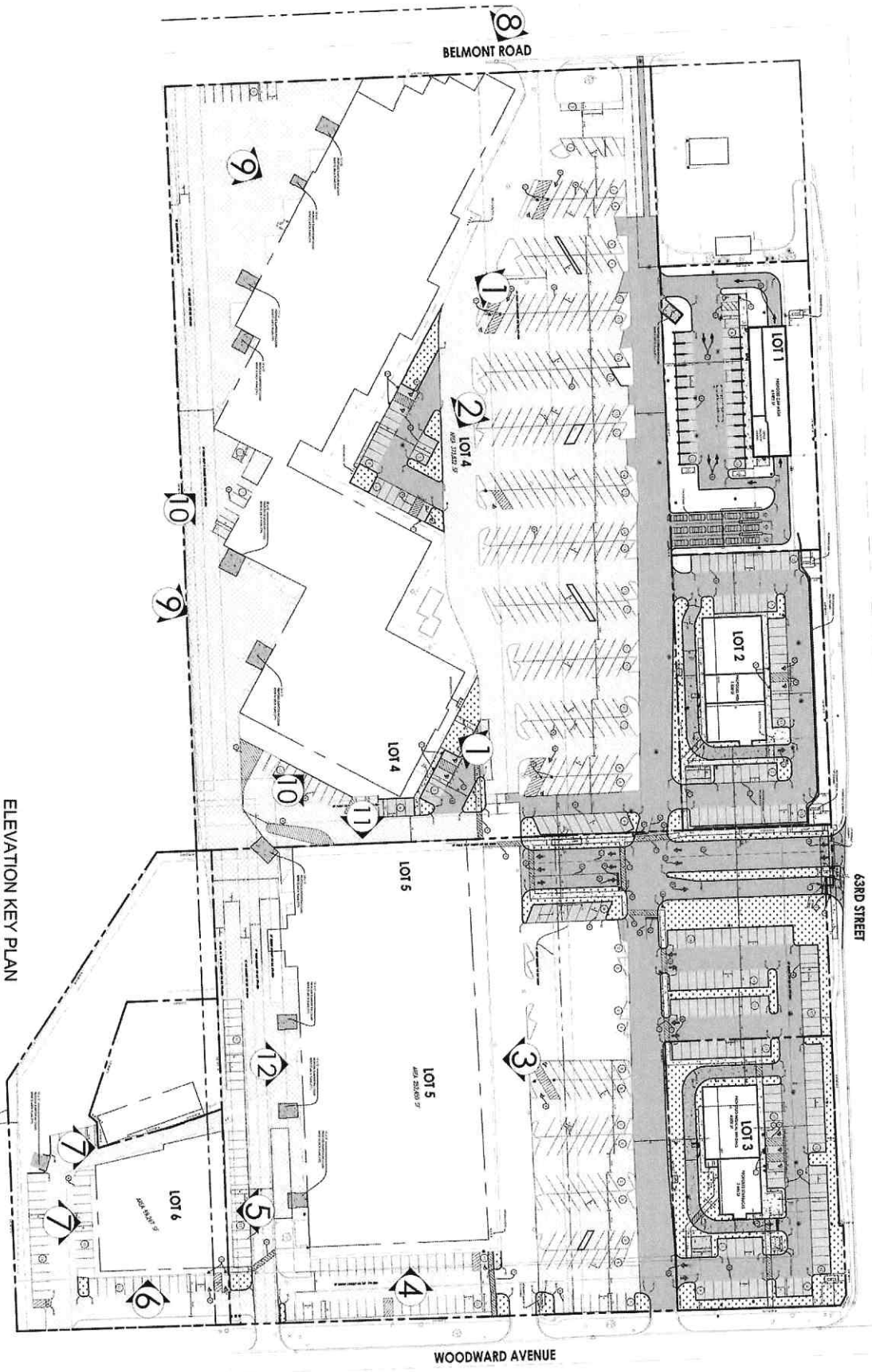


5 TRASH ENCLOSURE GATE DETAIL
SCALE: 1/8" = 1'-0"



6 BOLLARD DETAIL
SCALE: 1/8" = 1'-0"





ELEVATION KEY PLAN

JTSArchitects

450 E. Higgins Rd. Suite 200
Elk Grove Village, IL 60007
P 847.852.9970
F 847.574.8775
www.jtsarch.com

STELCO PROPERTIES

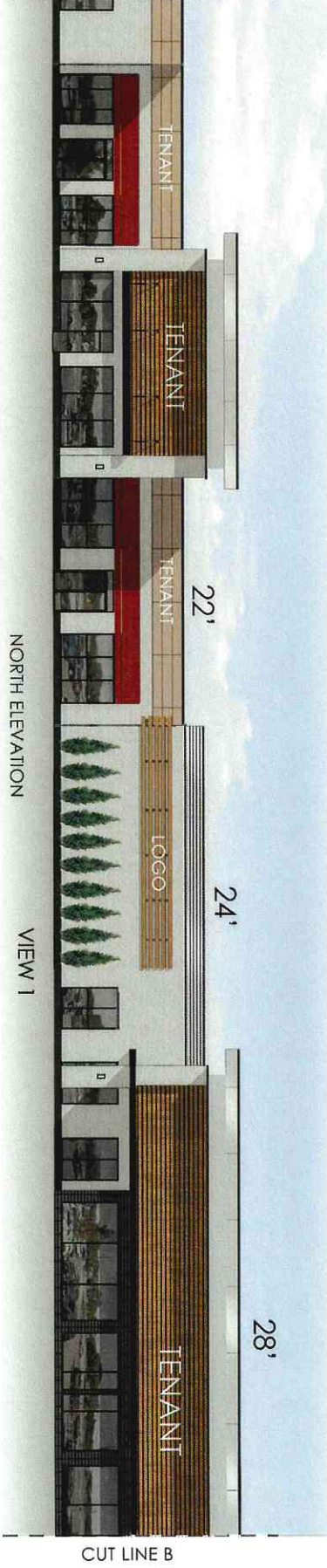
SITE PLAN

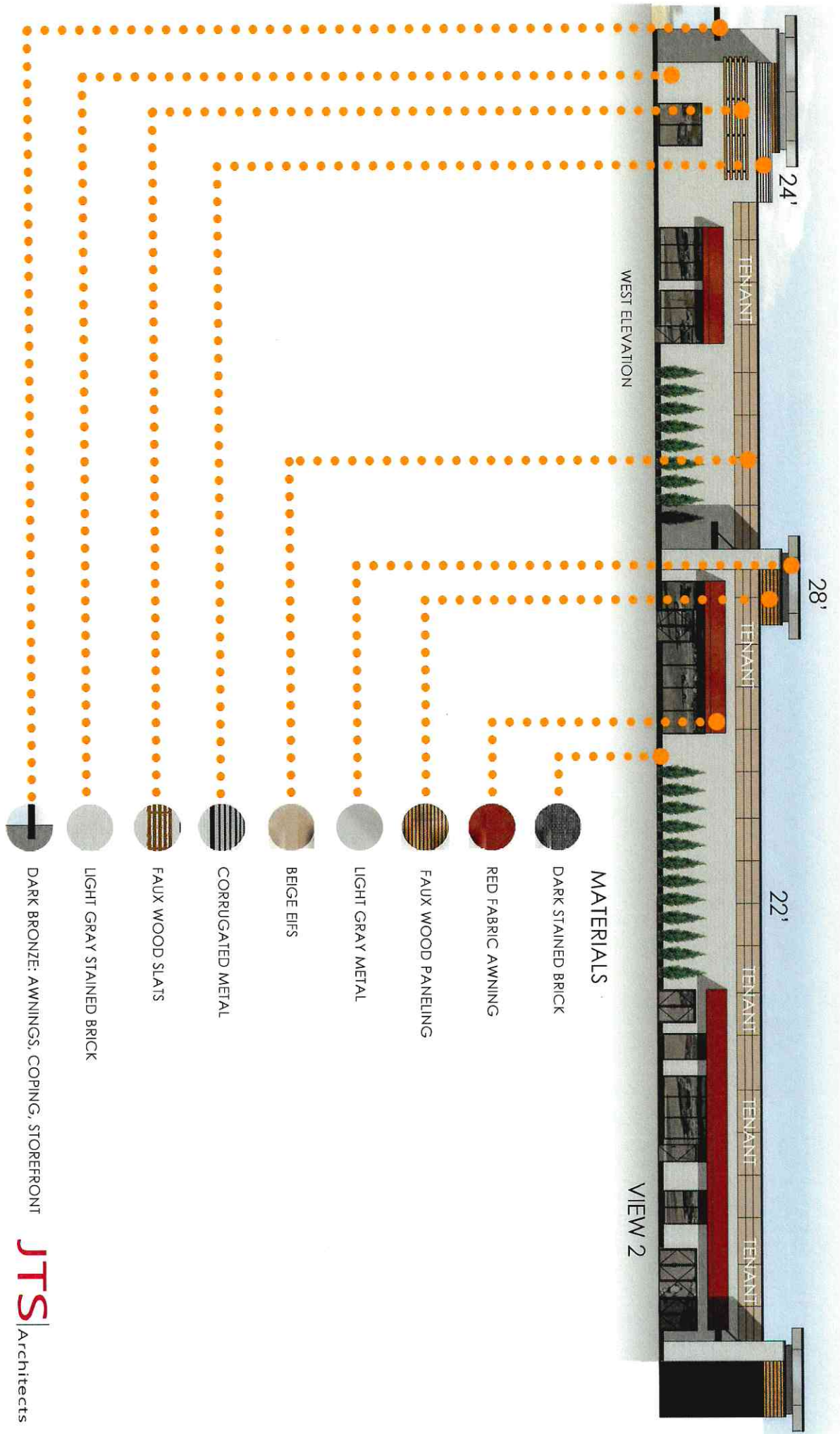
MEADOWBROOK SHOPPING CENTER OUTLOTS
DOWNERS GROVE, IL

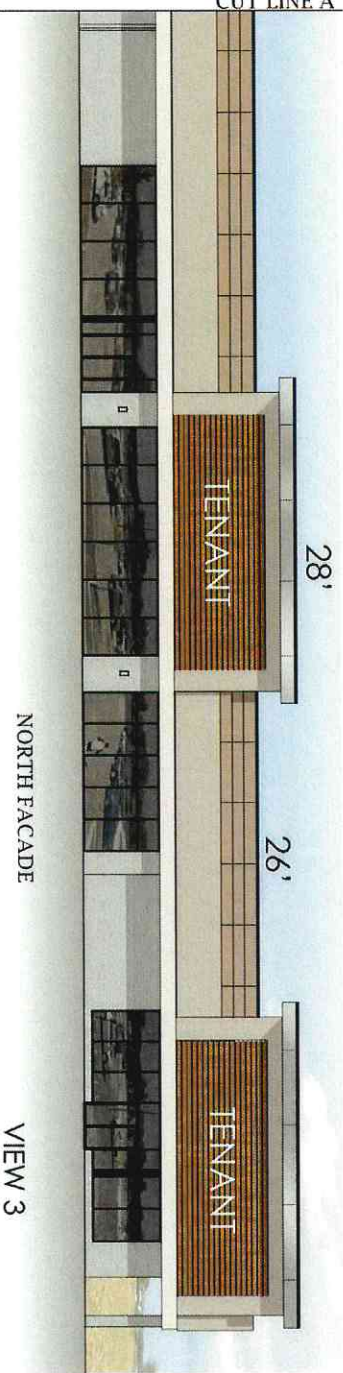
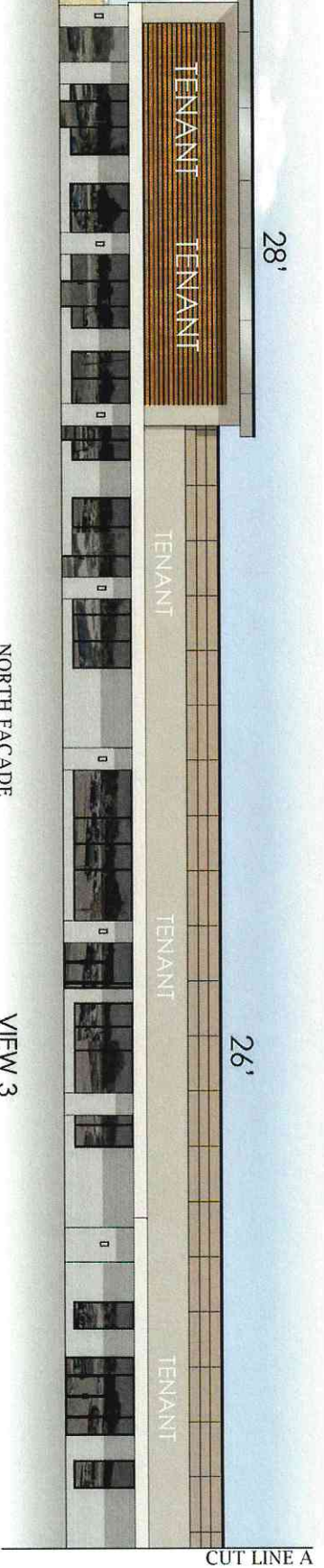
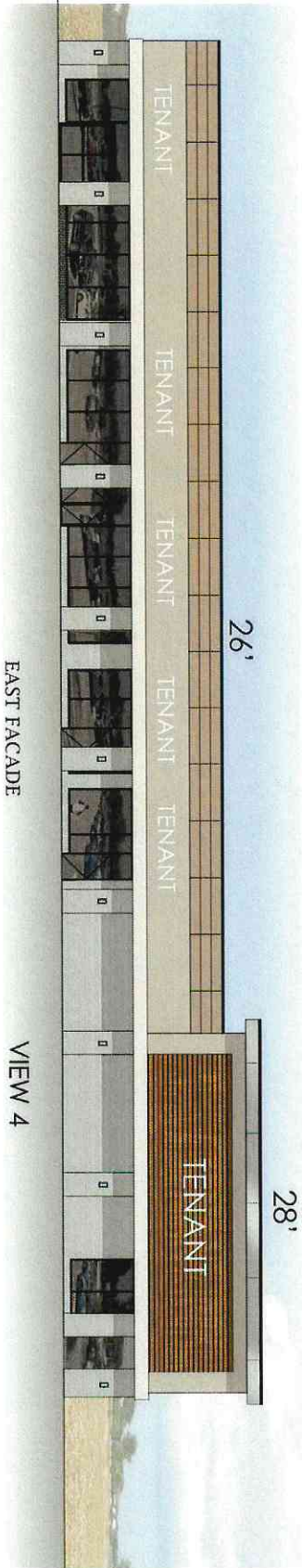
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Scale:	1" = 100'-0"
Job #	3164

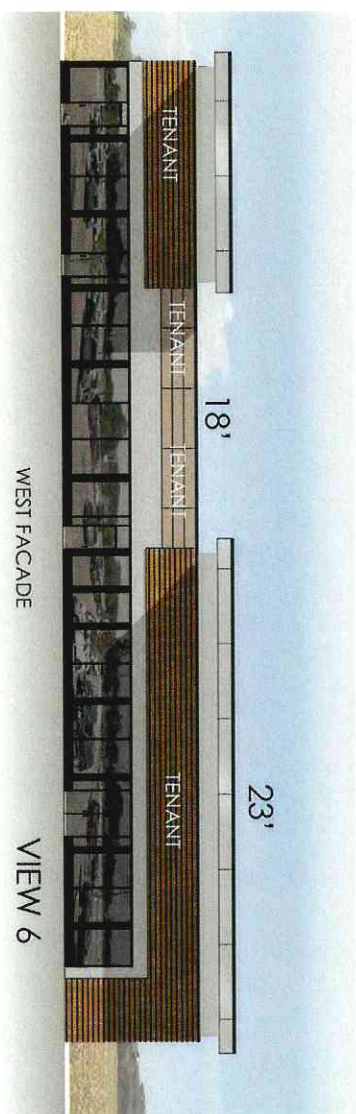
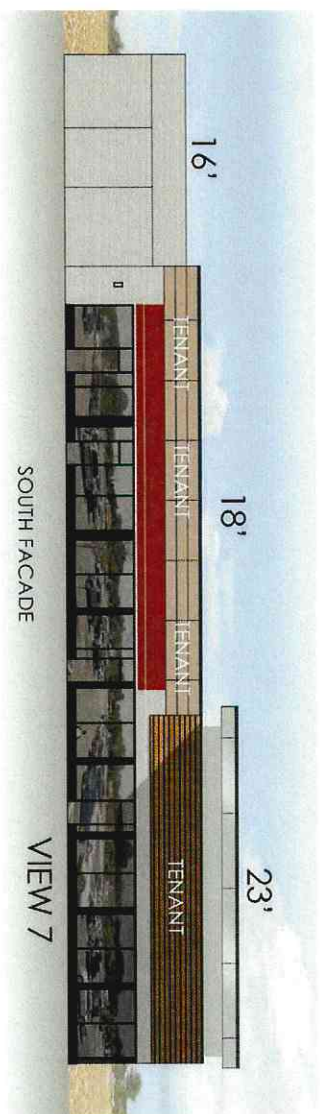
SHEET

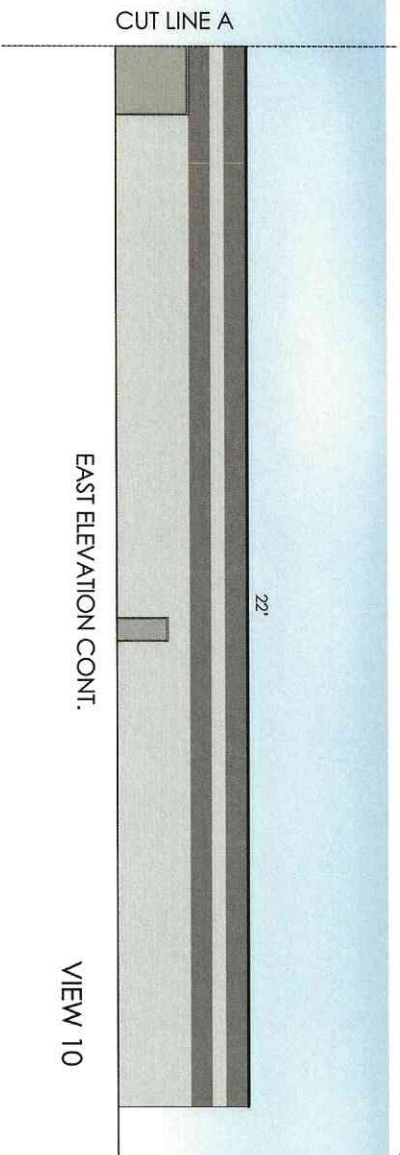
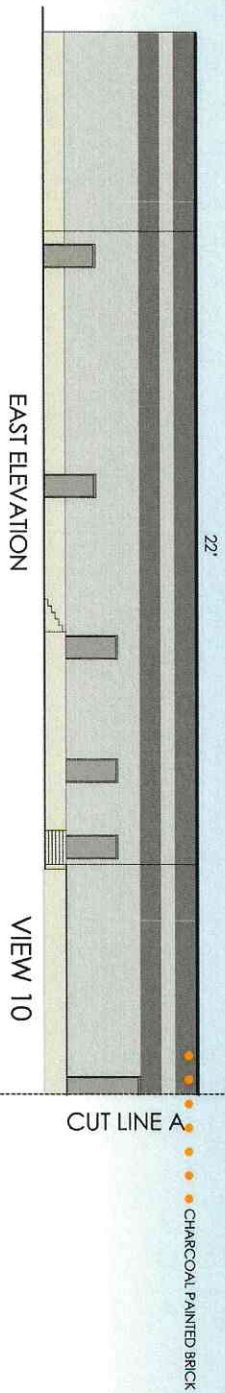
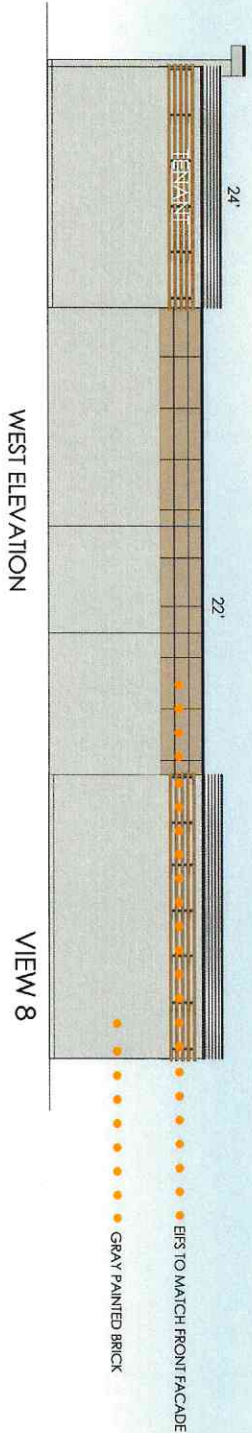
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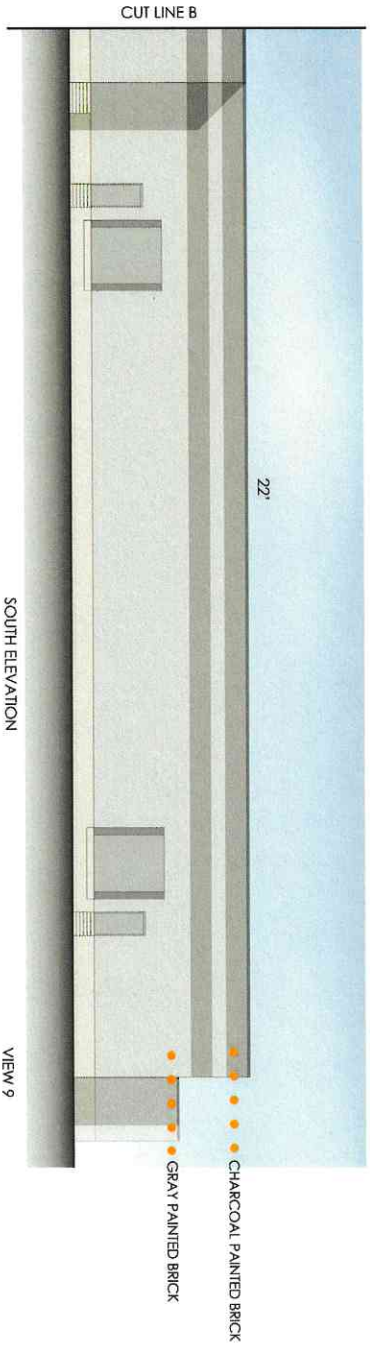
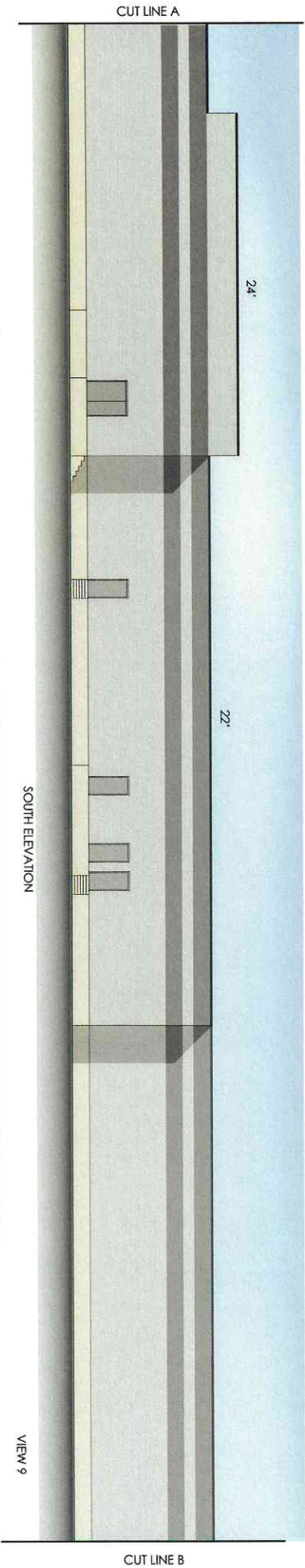
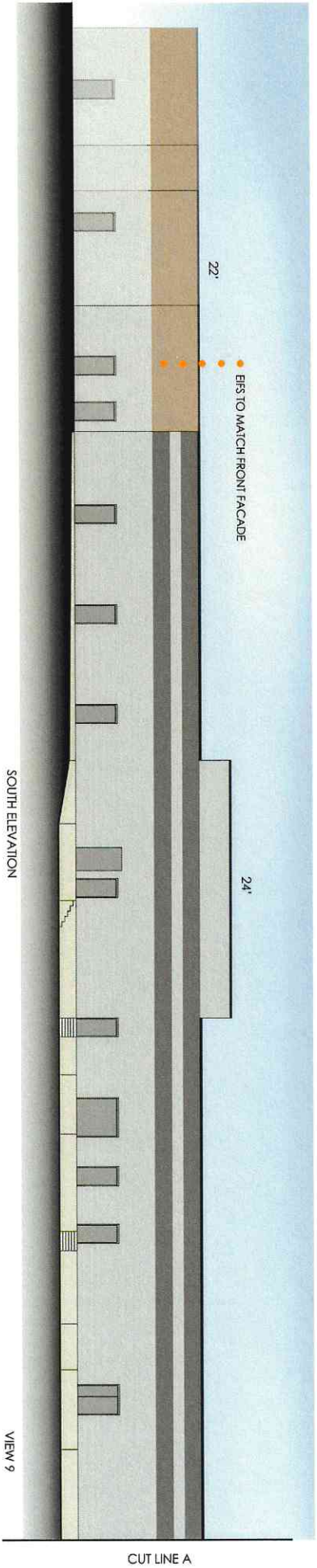


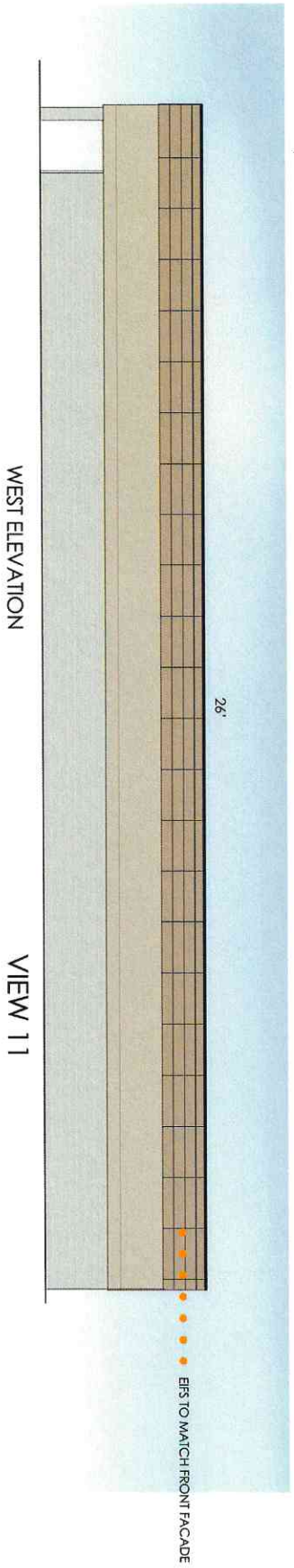
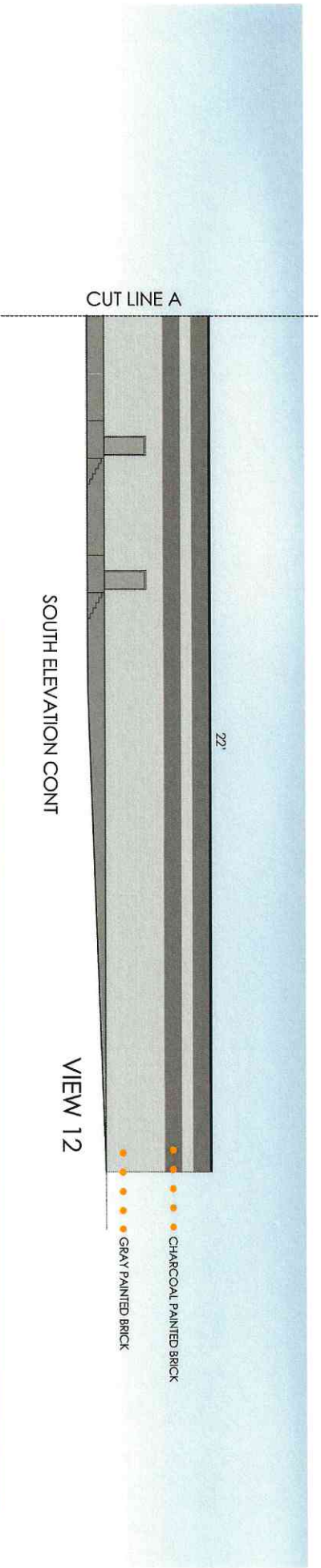
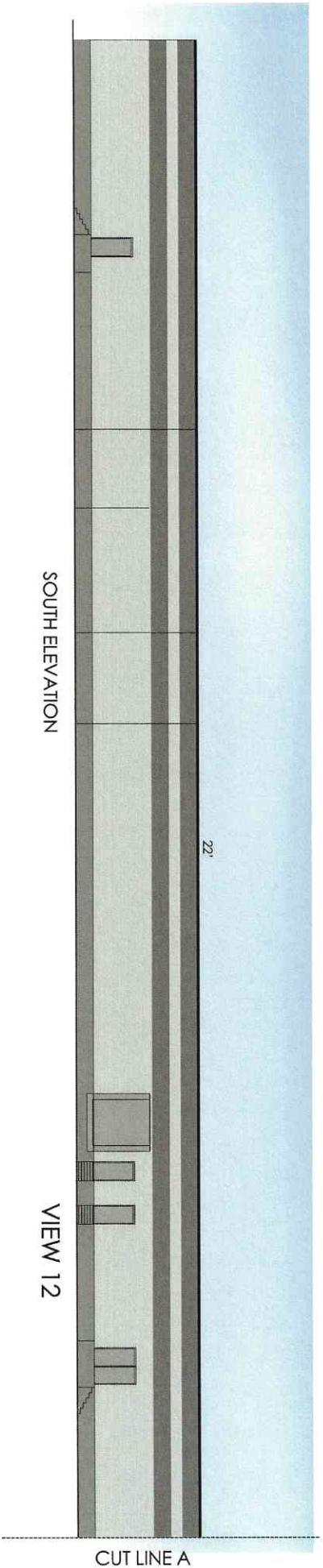




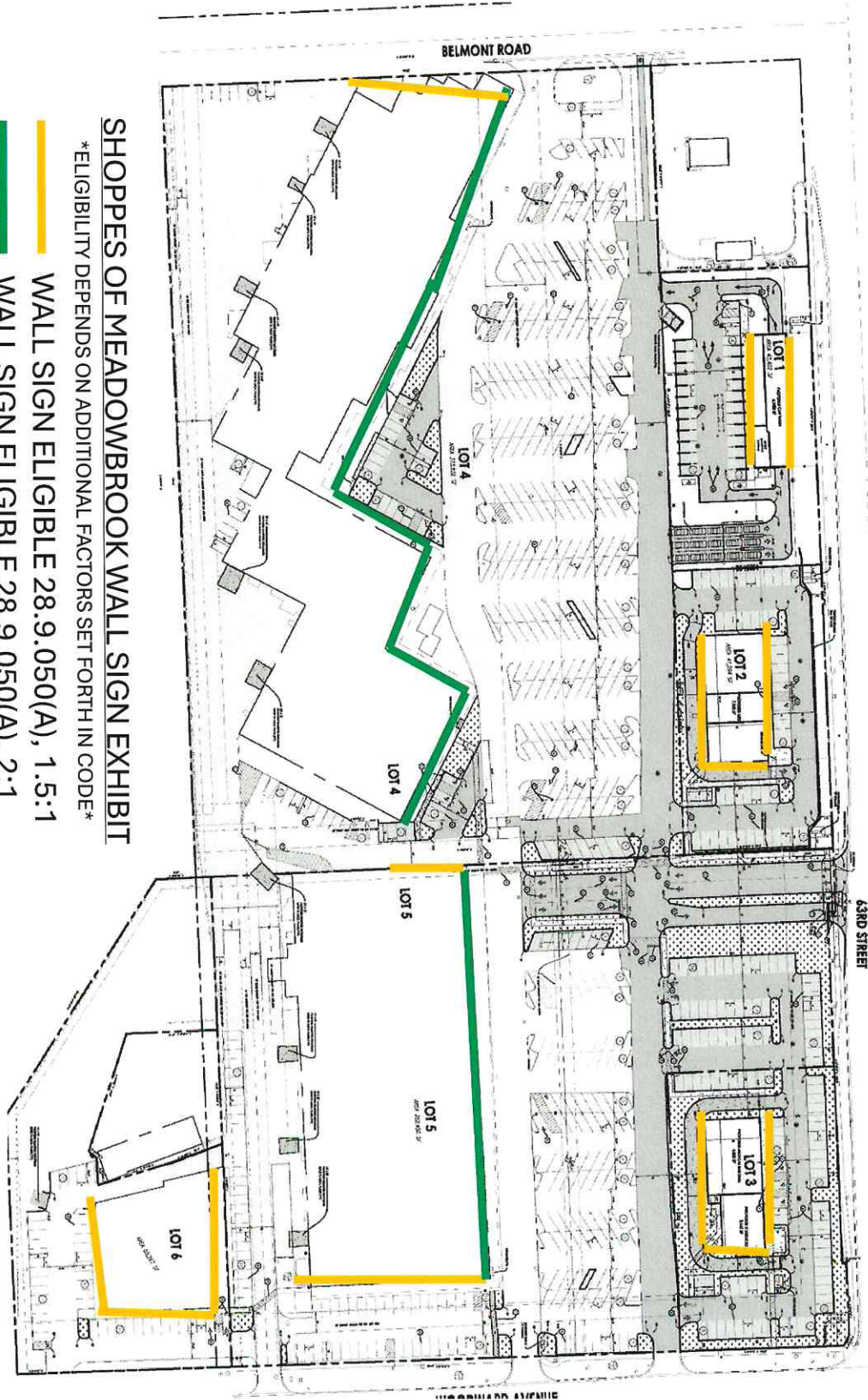


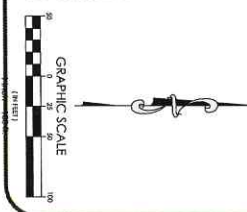
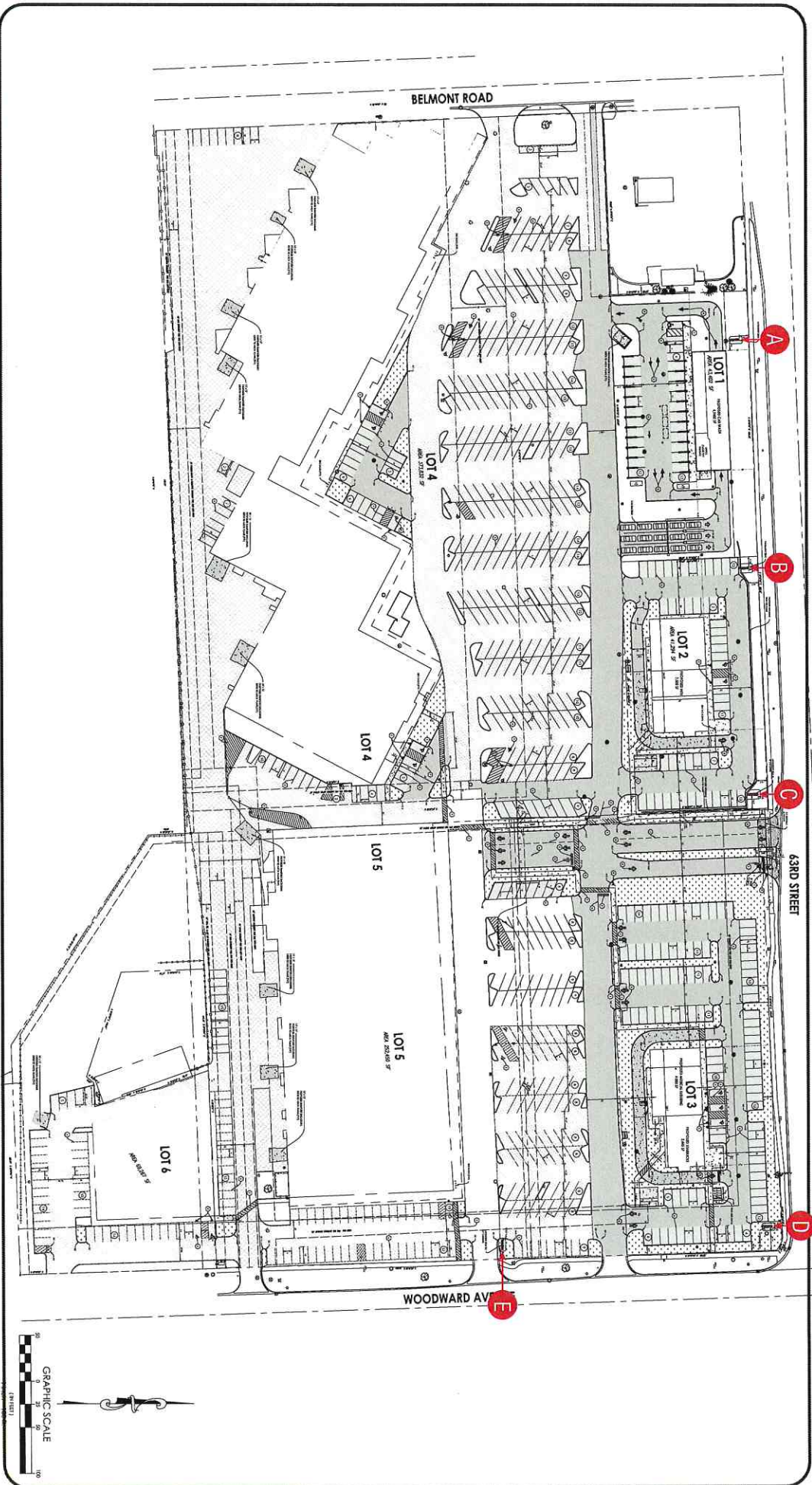






SHOPPES OF MEADOWBROOK WALL SIGN EXHIBIT
ELIGIBILITY DEPENDS ON ADDITIONAL FACTORS SET FORTH IN CODE
— WALL SIGN ELIGIBLE 28.9.050(A), 1.5:1
— WALL SIGN ELIGIBLE 28.9.050(A), 2:1





DOYLE

GENERAL SIGN CONTRACTORS

223 N. W. 10th Ave. Suite 1000
Fort Lauderdale, FL 33311
Tel: 954-561-8463
Fax: 954-561-8465

DATE	REVISION
6/10/24	REVISED PER NOTES - JH
6/11/24	ADDED ADDRESS FOR HEIGHT - KM
6/11/24	REVISED PER NOTES - JH
10/2/24	COMPLETED E.D. SIGN - KM
10/3/24	REVISED HEIGHT FACES TO ROUTED ALUM. - KM
11/13/24	REVISED PER COMMENTS - JH
11/13/24	ADDED SIGN A & REVISED D

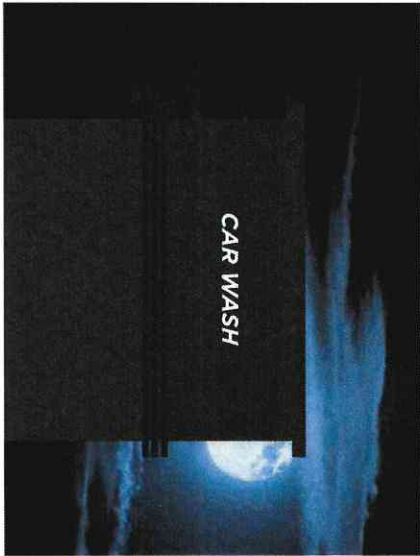
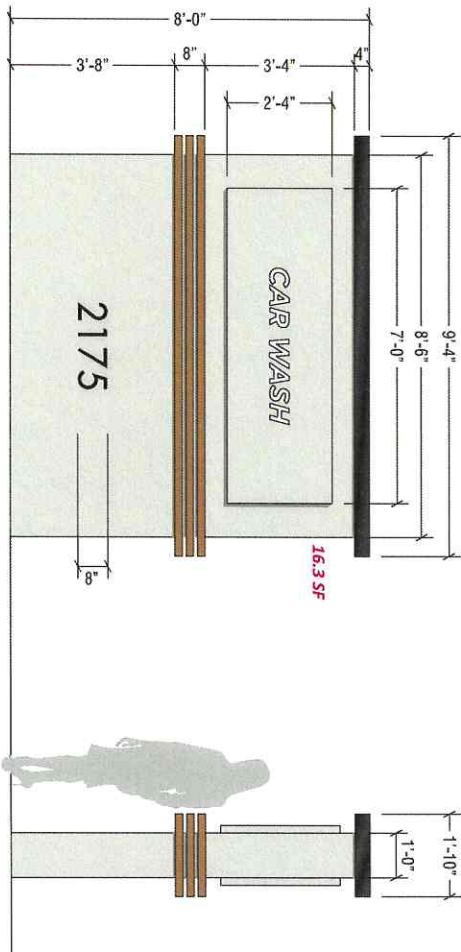
CUSTOMER APPROVAL

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DATE

CLIENT	SHOPPES OF MEADOWBROOK
ADDRESS	2001-2153 63rd ST
CITY	DOWNSVIEW GROVE
STATE	IL
DESIGNER	KM
SALESPERSON	SH
DRWG. NO.	52223.845
SCALE	NOTED
DATE	05.02.2023
SHEET NO.	6

0:\Design\Shoppes of Meadowbrook\52223.845\14417_V28.dwg



A

DOUBLE SIDED, INTERNALLY ILLUMINATED PYLON DISPLAY
SCALE: 3/8" = 1'

- ALUMINUM SIGN CABINETS PAINTED PMS COOL GRAY 1C
- TENANT PANELS TO BE REMOVABLE ALUMINUM PAN FACES, 1/8" ALUMINUM w/ 2" WELDED RETURN
- PAINTED PMS COOL GRAY 1C. GRAPHICS TO BE ROUTED OUT & BACKED BY WHITE LEAN w/ FIRST SURFACE APPLIED TRANSLUCENT VINYL
- FAB'D ALUM. CAP PAINTED SATIN BLACK
- (3) 2" TALL ACCENT BARS PAINTED BROWN TO MATCH BLDS COLORS(TBD), 1" REVEAL BETWEEN.
- ADDRESS NUMERALS TO BE FIRST SURFACE APPLIED 3M 3630-22 BLACK VINYL
- INTERNALLY ILLUMINATED w/ WHITE LED & POWER SUPPLIES
- MOUNTED ON STL. SUPPORT & CONCRETE FOUNDATION



DOYLE

GENERAL SIGN CONTRACTORS

229 ANTWERP BLVD. SUITE 100B
JOLIET, IL 60131

815.434.8400
781.623.4343

DATE	REVISION
6.10.24	REVISED PER NOTES - KM
6.11.24	ADJUSTED SIGN HEIGHT - KM
6.12.24	REVISED PER COMMENTS - KM
10.2.24	COMPLETED REVISIONS - KM
10.3.24	REVISED TENANT PANELS TO ROUTED ALUM. - KM
11.6.24	REVISED PER COMMENTS - KM
11.11.24	ADJUST SIGN X 6 REVEAL D

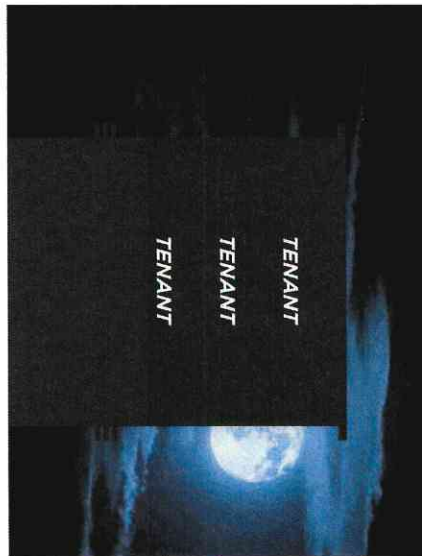
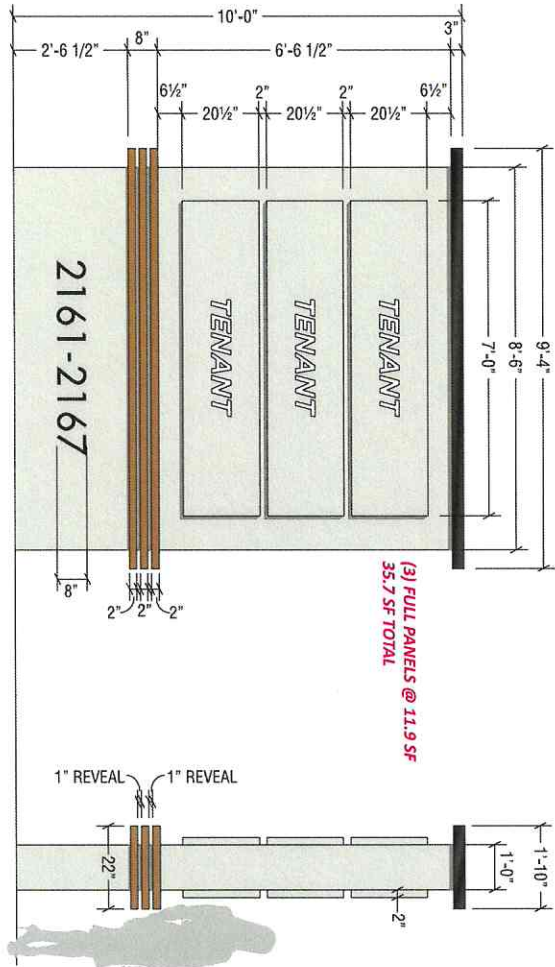
CUSTOMER APPROVAL

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DATE

CLIENT	SHOPPERS OF MEADOWBROOK
ADDRESS	2001-2153 69th ST
CITY	DOWNERS GROVE
STATE	IL
DRWG. NO.	6223.845
SCALE	NOTED
DATE	05.02.2023
DESIGNER	KM
SALESPERSON	SH
SHEET NO.	1

O:\Design\Shoppers of Meadowbrook\6223.845\1_028.dwg



B

DOUBLE SIDED, INTERNALLY ILLUMINATED PYLON DISPLAY
SCALE: 3/8" = 1'

- ALUMINUM SIGN CABINETS PAINTED PMS COOL GRAY 1C
- TENANT PANELS TO BE REMOVABLE ALUMINUM PAN FACES. 1/8" ALUMINUM W/ 2" WELDED RETURN
- PAINTED PMS COOL GRAY 1C. GRAPHICS TO BE ROUTED OUT & BACKED BY WHITE LEAN W/ FIRST SURFACE APPLIED TRANSLUCENT VINYL
- FAB'D ALUM. CAP PAINTED SATIN BLACK
- (3) 2" TALL ACCENT BARS PAINTED BROWN TO MATCH BLUE COLORS(TBD). 1" REVEAL BETWEEN.
- ADDRESS NUMERALS TO BE FIRST SURFACE APPLIED 3M 3630-22 BLACK VINYL
- INTERNALLY ILLUMINATED W/ WHITE LED & POWER SUPPLIES
- MOUNTED ON STL. SUPPORT & CONCRETE FOUNDATION



DOYLE
GENERAL SIGN CONTRACTORS
223 INTERSTATE RD. PO BOX 1008
ADRIAN, MI 49309
616-545-5440
MI 616-545-5440

DATE	DESCRIPTION
6/10/24	REMOVED PER NOTES - KM
6/11/24	ADJUSTED SF NOTES - KM
6/11/24	ADDED ADDRESS TO HEIGHT @ 7' - KM
10/3/24	UPDATED SITE PLAN - KM
10/3/24	REMOVED PER COMMENTS - KM
10/3/24	REMOVED PER COMMENTS - KM
11/13/24	ADDED SIGN & REMOVED D

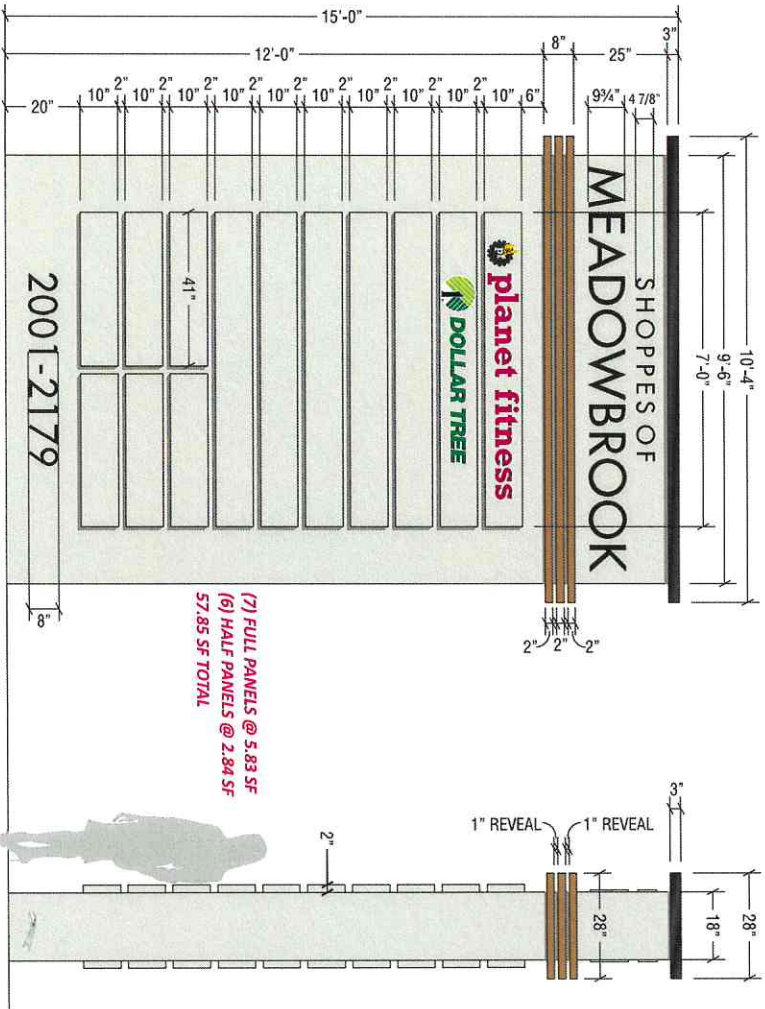
CUSTOMER APPROVAL

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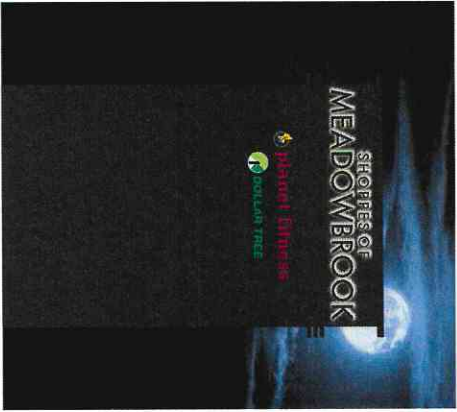
DATE

CLIENT	SHOPPES OF MEADOWBROOK
ADDRESS	2001-2153 69th ST
CITY	DOWNERS GROVE
STATE	IL
DRWG. NO.	5223.845
SCALE	NOTED
DATE	05.02.2023
DESIGNER	KM
SALESPERSON	SH
SHEET NO.	2

D:\Designs\Shoppes of Meadowbrook\050811417_428.dwg



(7) FULL PANELS @ 5.83 SF
(6) HALF PANELS @ 2.84 SF
57.85 SF TOTAL



C DOUBLE SIDED, INTERNALLY ILLUMINATED PYLON DISPLAY
SCALE: 3/8" = 1'

- ALUMINUM SIGN CABINETS PAINTED PMS COOL GRAY 1C
- TENANT PANELS TO BE REMOVABLE ALUMINUM PAN FACES: 1/8" ALUMINUM w/ 2" WELDED RETURN
- PAINTED PMS COOL GRAY 1C. GRAPHICS TO BE ROUTED OUT & BACKED BY WHITE LEXAN w/ FIRST SURFACE APPLIED TRANSLUCENT VINYL
- FAB'D ALUM. CAP PAINTED SATIN BLACK
- (3) 2" TALL ACENT BARS PAINTED BROWN TO MATCH BLDG COLORS(TBD). 1" REVEAL BETWEEN.
- MALL NAME TO BE 3/4" THK. CLEAR ACRYLIC PUSH THRU w/ FIRST SURFACE APPLIED 3M 3630-22 BLACK VINYL ON FACES
- ADDRESS NUMERALS TO BE FIRST SURFACE APPLIED 3M 3630-22 BLACK VINYL
- INTERNALLY ILLUMINATED w/ WHITE LED & POWER SUPPLIES
- MOUNTED ON STL. SUPPORT & CONCRETE FOUNDATION





DOYLE
GENERAL SIGN CONTRACTORS
202 WINTERVIEW RD. BOX 1006
ADRIAN, MI 49309
616-343-3466
484-653-5585

DATE	REVISION
6.10.24	REVISED PER NOTES - KM
6.11.24	ADJUSTED SF NOTES - KM
10.3.24	ADDED ADDRESS PER HEIGHT (8'1" - KM)
10.3.24	UPDATED SITE PLAN - KM
10.8.24	REVISED TENANT PANELS TO ROUTED ALUM. - KM
10.23.24	REVISED PER COMMENTS (NOTES) - KM
11.8.24	REVISED ADDRESS TO 8'
11.11.24	ADDED SIGN A & REVISED D

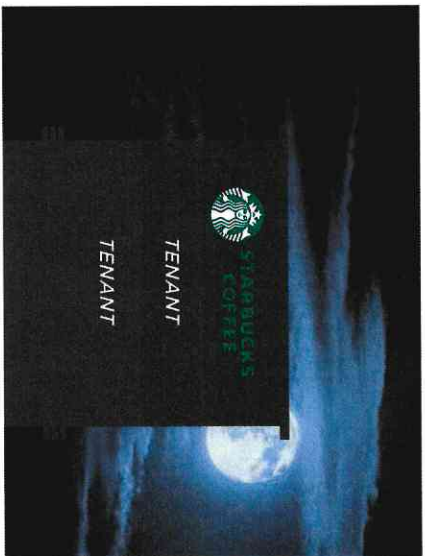
CUSTOMER APPROVAL

DATE

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CLIENT	SHOPPES OF MEADOWBROOK
ADDRESS	2001-2150 63RD ST
CITY	DOWNERS GROVE
STATE	IL
DRWG. NO.	5223.845
SCALE	NOTED
DATE	05.02.2023
DESIGNER	KM
SALESPERSON	SH
SHEET NO.	3

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D

DOUBLE SIDED, INTERNALLY ILLUMINATED PYLON DISPLAY
SCALE: 3/8" = 1'

- ALUMINUM SIGN CABINETS PAINTED PMS COOL GRAY 1C
- TENANT PANELS TO BE REMOVABLE ALUMINUM PAN FACES, 1/8" ALUMINUM W/ 2" WELDED RETURNS PAINTED PMS COOL GRAY 1C. GRAPHICS TO BE ROUTED OUT & BACKED BY WHITE LEAN W/ FIRST SURFACE APPLIED TRANSLUCENT VINYL
- FAB'D ALUM. CAP PAINTED SATIN BLACK
- (3) 2" TALL ACCENT BARS PAINTED BROWN TO MATCH BLDG COLORS (TBD), 1" REVEAL BETWEEN.
- ADDRESS NUMERALS TO BE FIRST SURFACE APPLIED 3M 3630-22 BLACK VINYL
- INTERNALLY ILLUMINATED W/ WHITE LED & POWER SUPPLIES
- MOUNTED ON STL. SUPPORT & CONCRETE FOUNDATION



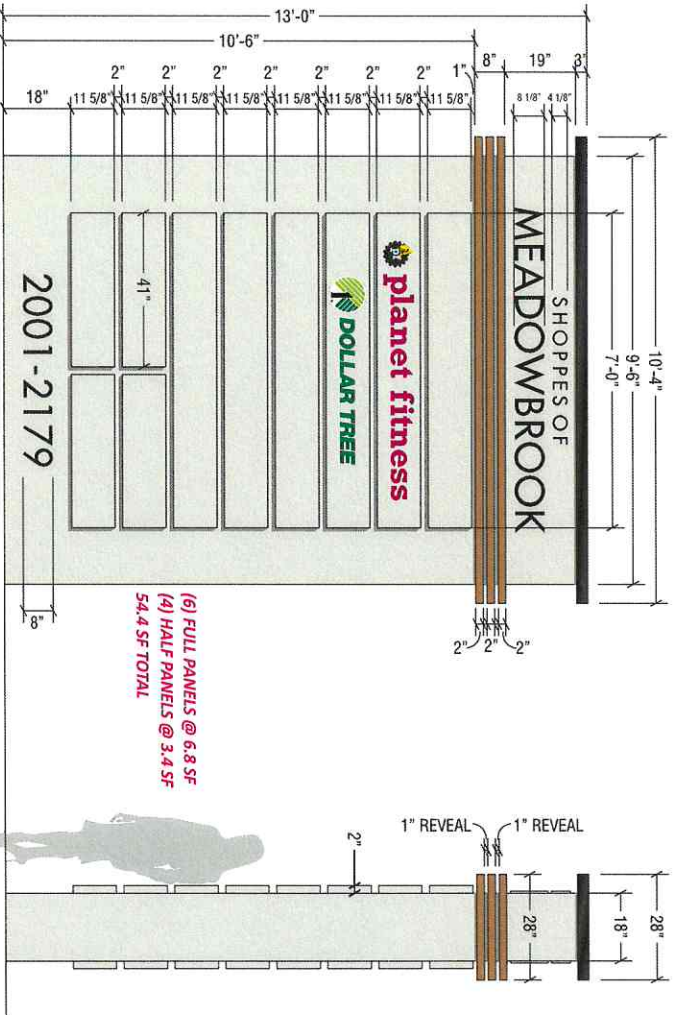
DOYLE
GENERAL SIGN CONTRACTORS
200 MEADOWS RD. NO. 100A 100B
ANN ARBOR MI 48103
PH: 663-534-0465

DATE	REVISION
6.10.24	REVISED PER NOTES - AM
6.11.24	ADDED ADDRESS FOR HEIGHT (8') - AM
10.2.24	REVISED SITE PLAN - AM
10.2.24	COMPLETED SIGNAGE - AM
10.2.24	REVISED TENANT PLATES TO MOUNTED ALUM. - AM
11.6.24	REVISED PER COMMENTS - AM
11.11.24	ADDED SIGN A & REVISED D

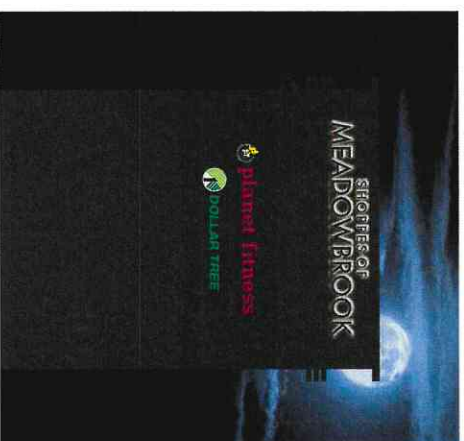
CUSTOMER APPROVAL	DATE
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CLIENT	SHOPPES OF MEADOWBROOK
ADDRESS	2001-2153 63RD ST
CITY	DOWNS GROVE
STATE	IL
PRNG. NO.	5223.845
SCALE	NOTED
DATE	05.02.2023
DESIGNER	KM
SALESPERSON	SH
SHEET NO.	4

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(6) FULL PANELS @ 6.8 SF
(4) HALF PANELS @ 3.4 SF
54.4 SF TOTAL



E DOUBLE SIDED, INTERNALLY ILLUMINATED PYLON DISPLAY
SCALE: 3/8" = 1'

- ALUMINUM SIGN CABINETS PAINTED PMS COOL GRAY 1C
- TENANT PANELS TO BE REMOVABLE ALUMINUM PAN FACES. 1/8" ALUMINUM W/ 2" WELDED RETURNS
- PAINTED PMS COOL GRAY 1C. GRAPHICS TO BE ROUTED OUT & BACKED BY WHITE LEXAN W/ FIRST SURFACE APPLIED TRANSLUCENT VINYL
- FAB'D ALUM. CAP PAINTED SATIN BLACK
- (3) 2" TALL ACCENT BARS PAINTED BROWN TO MATCH BLDG COLORS(TBD). 1" REVEAL BETWEEN.
- MALL NAME TO BE 3/4" THK. CLEAR ACRYLIC PUSH THRU W/ FIRST SURFACE APPLIED 3M 3630-22 BLACK VINYL ON FACES
- ADDRESS NUMERALS TO BE FIRST SURFACE APPLIED 3M 3630-22 BLACK VINYL
- INTERNALLY ILLUMINATED W/ WHITE LED & POWER SUPPLIES
- MOUNTED ON STL. SUPPORT & CONCRETE FOUNDATION



DOYLE
GENERAL SIGN CONTRACTORS
222 INTERSTATE RD. RD. BOX 1068
AZUSA, CA 91701
626-545-4465
FAX: 626-545-4465

DATE	REVISION
6.10.24	REVISED PAN FACES - AM
6.11.24	ADJUSTED SIGN NOTES - AM
6.11.24	ADDED ADDRESS FOR NIGHT 0' - 1' AM
10.2.24	OPENED SIGN PLAN - AM
10.2.24	REVISED TENANT FACES TO MATCH ALUM. - AM
11.6.24	REVISED SIGN & ADDRESS TO 0'
11.11.24	ADDED SIGN & ADDRESS TO 0'

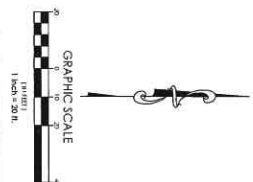
CUSTOMER APPROVAL

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DATE

CLIENT SHOPPES OF MEADOWBROOK
ADDRESS 2001-2153 68th ST
CITY DOWNERS GROVE
STATE IL
DESIGNER KM
SALESPERSON SH
DWG. NO. 5223.845
SCALE NOTED
DATE 05.02.2023
SHEET NO. 5
0:\Design\Shoppes of Meadowbrook\Sign 52881\4417_238.cdr





PROJECT NAME	SHEET NAME	 650 E. Algonquin Road Suite 150 Schaumburg, IL 60197 Telephone: (847) 751-4380 Fax: (847) 751-4381 www.rtmec.com IL Design Firm #1460777-0003	No.	DATE	DESCRIPTION	No.	DATE	DESCRIPTION
SHOPPES OF MEADOWBROOK 2001-2153 W. 63RD STREET DOWNERS GROVE, ILLINOIS	FDC EXHIBIT		1	11/7/12A	VILLAGE RESUBMITAL			

EXHIBIT C
FORM OF NOTES

THIS OBLIGATION IS A LIMITED OBLIGATION OF THE VILLAGE AND MAY CONTAIN RISKS TO THE HOLDER. ANY PURCHASER, ASSIGNEE OR SUCCESSOR SHOULD CONSULT WITH SECURITIES COUNSEL AND CONDUCT DUE DILIGENCE PRIOR TO ACCEPTING THIS REDEVELOPMENT NOTE. ANY POTENTIAL PURCHASER SHOULD READ THIS ENTIRE REDEVELOPMENT NOTE AND UNDERSTAND ITS TERMS PRIOR TO ACCEPTING THIS REDEVELOPMENT NOTE.

VILLAGE OF DOWNERS GROVE, DUPAGE COUNTY, ILLINOIS
LIMITED OBLIGATION REDEVELOPMENT NOTE
(Meadowbrook Redevelopment Project Area located generally at southwest corner of 63rd/Woodward)

PHASE __

\$(INSERT AMOUNT OF NOTE) Downers Grove, Illinois

For value received, the VILLAGE OF DOWNERS GROVE, DuPage County, Illinois (the “Village”), an Illinois municipal corporation and home rule unit of local government existing under the Constitution and laws of the State of Illinois, promises to pay to the order of STELLCO 4300 COMMERCE LLC, or its successors and assigns (the “Payee”), the maximum principal sum of [SPELL OUT SUM] and ___/100ths Dollars (\$NUMERIC SUM), subject to the terms and conditions set forth herein.

- 1. Authority.** This Redevelopment Note is issued pursuant to the exercise of the Village’s power and authority as a home rule municipality and pursuant to the Tax Increment Allocation Act of the State of Illinois (65 ILCS 5/11-74.4-1 et seq.), as amended (the “Act”), and pursuant to Village Ordinances No. 6112 adopted on April 8, 2025, Ordinance No. 6113 adopted on April 8, 2025, and Ordinance No. 6114, adopted on April 8, 2025 (collectively, the “Authorizing Ordinances”). It is expressly

understood that the Village agrees to pay for Redevelopment Project Costs out of the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund received by the Village pursuant to the Authorizing Ordinances, the Village is issuing this Redevelopment Note for the purpose of paying for various eligible Redevelopment Project Costs in accordance with the Act and with the Redevelopment Agreement dated April 8, 2025, between the Village and Payee (the “Redevelopment Agreement”). The Village agrees to diligently defend (but not indemnify), at Payee’s sole cost and expense, with the full co-operation of Payee, any court action instituted by any party that challenges the Authorizing Ordinances or this Redevelopment Note. All terms used, but not defined, herein shall have the same meanings respectively given to them in the Authorizing Ordinances or (if not defined therein) in the Redevelopment Agreement.

2. **Security.** **This Redevelopment Note is a limited obligation of the Village and is not secured by the Village’s full faith and credit.** This Redevelopment Note is secured only by the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund comprised of Incremental Property Taxes (being the ad valorem taxes, if any, arising from the taxes levied upon the Property, which taxes are attributable to the increases in the then-current equalized assessed valuation (“EAV”) of the Property, over and above the initial EAV) of the Property, all as determined by the DuPage County Clerk pursuant to, and in accordance with, the Act, the Authorizing Ordinances and the Redevelopment Agreement). The Incremental Property Taxes received by the Village from the development of the Property, as more specifically defined in the Authorizing Ordinances, are referred to herein as the “Limited Pledged Taxes”. The Limited Pledged Taxes of the Property shall be the sole security and source of repayment for this Redevelopment Note.

Deposits of Limited Pledged Taxes into special allocation funds to pay this Redevelopment Note shall not be subject to any additional appropriation process of the Village, and the amounts deposited therein shall be disbursed in accordance with this Redevelopment Note, the Redevelopment Agreement and the Authorizing Ordinances, all without further action by the Village.

3. **Terms.** The terms of this Redevelopment Note shall be:

- a) **Principal.** The principal amount of this Redevelopment Note shall be \$[INSERT sum to be determined under RDA]). The Village has made its determination of the principal amount of this Redevelopment Note in accordance with the Redevelopment Agreement and it has executed this Redevelopment Note fixing and defining such principal amount.
- b) **Term.** The term of this Redevelopment Note shall expire on that date which is twenty (20) years from the date of issuance of this Redevelopment Note, but not earlier than the date on which the final payment of any principal is made so long as the Payee is not in default of its Redevelopment Agreement with the Village. In the event that the Limited Pledged Taxes are insufficient to repay the entire principal amount and interest of this Redevelopment Note before the end of the Term, then the balance of any unpaid principal and interest shall not be paid. Notwithstanding the foregoing, no payment under this Redevelopment Note is required following the expiration of the term of the Redevelopment Agreement.

4. **Payment.** All payments hereunder shall be made in lawful currency of the United States, without setoff or demand, and mailed to the address of the Payee as set forth in the

Redevelopment Agreement, or such other address of which Payee shall notify the Village in writing from time to time or via electronic transmittal.

5. **Reimbursement for TIF Eligible Expenses.** The Village shall pay out of the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund received by the Village from the Property an amount equal to one hundred percent (100%), of the incremental property taxes arising from the taxes attributable to the increases in the then-current equalized assessed valuation (EAV) of the Property, over and above the initial EAV. It is understood by the Village and Payee that up to four (4) separate Redevelopment Notes may be issued in connection with the Redevelopment Project Costs. The total amount of principal for the four (4) notes shall not exceed Four Million Eight Hundred Thousand and NO/100ths dollars (\$4,800,000.00) for Redevelopment Project Costs pursuant to the terms of the Redevelopment Agreement for Redevelopment Project. The holder of this Redevelopment note is directed to Article Five of the Redevelopment Agreement, particularly Sections 5.2 and 5.5, which governs rights in relation to this Redevelopment Note. Payments from the Meadowbrook Redevelopment Project Area Special Tax Allocation Fund shall be made at parity among all issued Redevelopment Notes according to the percentage of total outstanding principal on the issued Redevelopment Notes that is represented by each Redevelopment Note.
6. **Interest.** Simple interest shall accrue on the unpaid balance of this Redevelopment Note from the date the Village issues this Redevelopment Note until repaid at a rate of eight percent (8%). Interest shall be computed on the basis of a 360 day year. The Limited Pledged Taxes shall first go to pay annual interest on the note. If the Limited Pledged Taxes exceed annual interest on this Redevelopment Note, additional Limited Pledged

Taxes shall be applied to principal on this Redevelopment Note. If the Limited Pledged Taxes are less than annual interest on this Redevelopment Note, there shall be an annual interest shortfall that is not recoverable by the Developer and the Redevelopment Note principal amount shall remain unchanged from the prior year end. Payments on this Redevelopment Note shall be made by the last business day of each December beginning in the year immediately following the year in which this Redevelopment Note was issued.

7. **Restriction of Transfer.** This Redevelopment Note has been issued pursuant to the Authorizing Ordinances, the Act and the Redevelopment Agreement. The Payee shall not pledge, assign, sell or otherwise transfer this Redevelopment Note without first giving the Village at least thirty (30) days' prior written notice of the intended transfer. Said notice shall contain the name, address and agent of the intended transferee, and the consideration being received therefore by transferor. Said notice shall also contain a statement that the transfer will not violate any applicable federal or state laws or the Redevelopment Agreement between the Payee and the Village. The Village shall reflect in its records the identity and payment and contact information of any trustee or payment agent identified in a notice of transfer. The provisions of this Paragraph 7 shall be binding on Payee and all of its successors and assigns.

8. **Payee Waivers of Rights.** Payee, for itself and for its successors and assigns, hereby acknowledges that Payee has received this Redevelopment Note with no representations or warranties from the Village regarding the Development, the Meadowbrook Redevelopment Project Area, the projected amount of the Limited Pledged Taxes, the likelihood of payment of this Redevelopment Note, or any other matter regarding the likelihood of payment of this Redevelopment Note. The Village has made no attempt to

disclose any risks or potential risks which may be associated with this Redevelopment Note, and Payee, upon acceptance of this Redevelopment Note and in additional consideration thereof, hereby waives any rights to any disclosures, representations or warranties to which a buyer of securities would typically be entitled as to the likelihood of repayment. Payee hereby represents to the Village that Payee is sophisticated in matters of real estate development, and that Payee has conducted its own due diligence investigation of the risks associated with this Redevelopment Note. Payee, for itself and for its successors and assigns, further acknowledges that upon acceptance of this Redevelopment Note, Payee shall be estopped from raising any claims or challenges to the validity of this Redevelopment Note, the validity of the formation of the Meadowbrook Redevelopment Project Area in which the development is located, and any other actions taken by the Village or its agents in relation to the development of the Property. Payee and each assignee and successor has fully read this entire Redevelopment Note as well as the Redevelopment Agreement and understands all of the terms and conditions contained in these documents.

9. **Non-Recourse Provision.** This Redevelopment Note and the obligation to pay the principal and interest hereunder are limited obligations of the Village and are payable solely from the Limited Pledged Taxes generated from the Property made available under the Authorizing Ordinances. This Redevelopment Note and the obligation to pay principal and interest hereunder do not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the Village or charge against its general credit or taxing power.

10. **Default.** Any failure of either party to comply with the terms of this Redevelopment Note within thirty (30) days after receipt of written notice from the other party specifying the nature and extent of the default, shall constitute an event of default hereunder, and shall entitle the non-defaulting party to all rights and remedies available at law or in equity under applicable law.
11. **Notices.** All notices hereunder shall be in writing, and shall be properly given if delivered in person or by a nationally-recognized “overnight” courier service, with charges prepaid, and sent to the following addresses (or such other address as a party may, by proper notice, give to the other from time to time): if to the Village, c/o Village Manager, 850 Curtiss Street, Downers Grove, Illinois, 60515; if to Payee, STELLCO 4300 COMMERCE LLC, c/o Anthony J. Stella, Stellco Properties, 24W500 Maple Ave., Suite 211, Naperville, Illinois 60540 Telephone: (630) 778-9400. Notices shall be deemed given upon delivery if personally delivered or (if given by courier) one business day after being deposited with such courier.
12. **Legal Fees and Costs.** In any proceeding instituted to collect any unpaid amounts due under this Redevelopment Note, or to enforce any term of this Redevelopment Note. Each side shall bear its own attorneys’ fees, costs and other expenses of litigation.
13. **No Waiver.** No waiver on the part of Payee in exercising any right or option to demand payment hereunder shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of an event of default.
14. **Governing Law.** This Redevelopment Note shall be governed by and construed by the laws of the State of Illinois.

15. **Waivers.** The Village hereby waives demand, presentment for payment, notice of dishonor and protest.
16. **Representation of the Village.** The Village hereby represents and declares that all acts, conditions and things necessary to happen, exist and be performed as conditions precedent to the valid execution and delivery of this Redevelopment Note have occurred as required by law, and that the issuance of this Redevelopment Note does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Village has caused this Redevelopment Note to be executed in its name and on its behalf by the signature of its Mayor, and its corporate seal to be affixed hereto and attested to by the Village Clerk.

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

ATTEST:

Village Clerk

EXHIBIT D

STATES OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

REQUISITION

Meadowbrook Redevelopment Project Area

Date: _____ Project Phase: _____

Upon oath, _____, Developer STELLCO 4300 COMMERCE LLC states that it has substantially completed the above-referenced Phase as of _____, _____. Developer attaches hereto all receipts, paid bills, suppliers' statements, affidavits, lien waivers and sworn statements pursuant to Sections 5.2 and 5.3 of the Redevelopment Agreement. The VILLAGE OF DOWNERS GROVE acknowledges this Requisition below.

Developer submits that the Total Project Costs for the above-referenced Phase were \$_____, itemized as follows:

<u>Material/Service Provider</u>	<u>Tasks</u>	<u>Amount</u>
----------------------------------	--------------	---------------

Developer submits that the bold, italicized items listed above reflect Redevelopment Project Cost which aggregate to the sum of \$ _____. The maximum value of the Redevelopment Note for the above-referenced phase is \$ _____. The Development

Note Excess Reimbursable Cost for the above-referenced Phase available to and from Phase A under Section 5.2(b) is \$ _____.

Developer has not submitted with this Requisition those classes of supporting documentation or the itemized documentation itemized in the attached Appendix to this Requisition which states the reason for not submitting the supporting documentation. Developer acknowledges the requirements and limitations (timing included) imposed by Section 5.3 and represents that its signature on each page of the Appendix indicates that the statements contained in the Appendix are true and correct to the best of its knowledge.

STELLCO 4300 COMMERCE LLC

By Anthony J. Stella, Its Manager

State of Illinois)
) SS.
County of DuPage)

This instrument was acknowledged before me on _____ 202__ by Anthony J. Stella, Manager of STELLCO 4300 COMMERCE LLC, an Illinois limited liability company, on behalf of the company.

Notary Public in and for the State of Illinois

My commission expires _____.

Acting in his/her authorized capacity of Village Manager, the undersigned _____, for and on behalf of the Village of Downers Grove, acknowledges the statements contained in the Requisition for the above-referenced Phase. The Village of Downers Grove has reviewed the Requisition, including its attachments and confirmed their accuracy upon review of the supporting materials. The Total Project Costs for the above-referenced Phase are \$ _____. The Redevelopment Project Costs for the above-referenced Phase are \$ _____. The Excess Reimbursable Cost from the above-referenced Phase is \$ _____. The Development Note for Phase __ shall issue in the amount of \$ _____.

VILLAGE OF DOWNERS GROVE

By: _____, Village Manager

State of Illinois)
) SS.
County of DuPage)

This instrument was acknowledged before me on _____ 202__ by, David Fieldman, Village Manager of the VILLAGE OF DOWNERS GROVE, an Illinois municipality, on behalf of the municipality.

Notary Public in and for the State of Illinois

My commission expires _____.

TABLE OF REQUISITION RECORDS
(PROVIDE IN ORDER OF REFERENCE)

CATEGORY

PROVIDER

TASK

TAB #

APPENDIX A

EXHIBIT E

Permitted Use List as of Effective Date

Table 5-1: Allowed Uses

USE CATEGORY	R-1	R-2	R-3	R-4	R-5	R-5A	R-6	B-1	B-2	B-3	DC	DB	DT	O-R	O-R-M	M-1	M-2	INP-1	INP-2	Supplemental Regulations
Subcategory																				
Specific use (See Sec. 28.05.020)																				
P = use permitted as of right S = special use approval required - = not allowed																				
RESIDENTIAL																				
Household Living																				
Detached house	P	P	P	P	P	P	P	-	-	-	-	-	P	-	-	-	-	-	-	-
Attached house	-	-	-	-	P	P	P	-	-	S	-	S [20]	P	-	-	-	-	-	-	-
Two-unit house	-	-	-	-	P	P	P	-	-	-	-	S [20]	P	-	-	-	-	-	-	-
Apartment/condo	-	-	-	-	-	P	P	P	S	S [17]	S	S	-	-	-	-	-	-	-	-
Group Living (except for the following uses)	S	S	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S	S	-
Group home, small (8-person max. occupancy)	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	P	P	Sec. 28.06.050
Group home, large (9 or more occupants)	S	S	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S	S	Sec. 28.06.050
Nursing home	S	S	S	S	S	S	S	P	P	S	-	-	-	-	-	-	-	-	S	Sec. 28.06.080
Sheltered Care	S	S	S	S	S	S	S	P	P	S	-	-	-	-	-	-	-	-	-	Sec. 28.06.080
PUBLIC, CIVIC AND INSTITUTIONAL																				
Aircraft Landing Area	-	-	-	-	-	-	-	S	S	-	-	-	-	S	S	S	S	-	S	-
Cemetery	-	-	-	-	-	-	-	-	-	-	S [6]	-	-	-	-	-	-	-	S	-
College or University	S [1]	S [1]	S [1]	S [1]	S [1]	S [1]	S [1]	-	-	-	S	S	S	S	S	-	-	-	S	-
Community Center	S	S	S	S	S	S	S	-	-	-	S	S	S	S	-	-	-	-	S	P
Fraternal Organization	S [2]	S [2]	S [2]	S [2]	S [2]	S [2]	S [2]	P	P	P	S	S	-	-	-	-	-	-	S	-
Governmental Facility	S [1]	S [1]	S [1]	S [1]	S [1]	S [1]	S [1]	P	P	P	P	P	P	-	-	-	-	P	P	-
Hospital	S [3]	S [3]	S [3]	S [3]	S [3]	S [3]	S [3]	-	-	-	-	-	-	-	-	-	-	-	S	-
Library	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S	S	-	-	S	S
Museum or Cultural Facility	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S	-	-	-	S	-
Natural Resource Preservation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Parks and Recreation	S	S	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	-	P	P
Religious Assembly	S	S	S	S	S	S	S	P	P	-	[6]	[6]	S	S	S	-	-	-	S	S
Safety Service	S	S	S	S	S	S	S	P	P	P	S	S	P	P	P	P	P	P	P	-
School	S	S	S	S	S	S	S	-	-	-	-	-	-	S	-	-	-	-	S	S
Utilities and Public Service Facility																				
Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Major	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	-
Wireless Telecommunications																				
Freestanding tower	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	S	P
Building or tower-mounted antenna	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
COMMERCIAL																				
Adult Entertainment Establishment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	Sec. 28.06.020
Animal Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

USE CATEGORY	R-1	R-2	R-3	R-4	R-5	R-5A	R-6	B-1	B-2	B-3	DC	DB	DT	O-R	O-R-M	M-1	M-2	INP-1	INP-2	Supplemental Regulations
Subcategory																				
Specific use (See Sec. 28.05.020)																				
P = use permitted as of right S = special use approval required - = not allowed																				
Boarding or shelter	-	-	-	-	-	-	-	-	S	P	-	-	-	-	-	P	P	-	-	-
Grooming	-	-	-	-	-	-	-	P	P	P	P	P	P [18]	-	-	P	P	-	-	-
Veterinary care	-	-	-	-	-	-	-	-	P	P	S	S	S [18]	-	-	P	P	-	-	Sec. 28.06.160
Assembly and Entertainment (except for the following uses)	-	-	-	-	-	-	-	-	-	-	P	S	S	-	-	-	-	-	S	-
Auditorium	-	-	-	-	-	-	-	-	-	-	P	S	S	-	-	-	-	-	-	-
Cinema	-	-	-	-	-	-	-	-	-	-	P	S	S	-	-	-	-	-	-	-
Theater	-	-	-	-	-	-	-	-	-	-	P	S	S	-	-	-	-	-	S	-
Broadcast or Recording Studio	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Commercial Service																				
Building service	-	-	-	-	-	-	-	S	P	-	S	-	-	-	-	P	P	-	-	-
Business support service	-	-	-	-	-	-	-	P	P	P	P	P	-	-	-	P	P	-	-	-
Consumer maintenance and repair	-	-	-	-	-	-	-	P	P	P	P	P	-	-	-	P	P	-	-	-
Personal improvement service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General personal improvement services	-	-	-	-	-	-	-	P	P	P	P	P	P [13]	-	-	-	-	-	-	-
Health and fitness services	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	S	S	-	-	-
Studio or instructional services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fortune-telling or psychic service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	-
Massage therapy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tattoo and body piercing establishment	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P	P	-	-	Sec. 28.06.070
Research service	-	-	-	-	-	-	-	-	-	-	P	S	S	S [18]	P	P	P	-	-	-
Day Care																				
Day care home	P	P	P	P	P	P	P	-	-	-	-	-	-	P	-	-	-	-	-	Sec. 28.06.030
Day care center	-	-	-	-	S	S	S	P	P	P	-	-	S	S	P	P	P	S	-	Sec. 28.06.030
Eating and Drinking Establishment																				
Restaurant	-	-	-	-	-	-	-	P	P	P	P	P	-	P [7]	P [7]	-	-	-	-	-
Wine and/or Beer Boutique	-	-	-	-	-	-	-	P	P	P	P	P	S [18]	P	P	-	-	-	-	-
Financial Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funeral or Mortuary Service	-	-	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-	-
Lodging	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bed and Breakfast	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	-	-	-	-
Office																				
Business and professional office	S	S	S	S	S	S	S	P	P	P	P	P	S	P	P	P	P	-	-	Sec. 28.06.090
Medical, dental and health practitioner	-	-	-	-	-	S [4]	-	-	-	-	P/S [8]	P/S [8]	S	S	P	P	P	-	-	-
Parking, Non-Accessory	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail Sales																				
Convenience goods	-	-	-	-	-	-	-	P	P	P	P/S [12]	P	P [18]	-	-	-	-	-	-	-
Consumer shopping goods	-	-	-	-	-	-	-	-	-	-	P/S [12]	P	P [18]	-	-	-	-	-	-	-
Guns and firearm supplies	-	-	-	-	-	-	-	[11]	[11]	[11]	-	-	-	-	-	-	S	-	-	-

USE CATEGORY		R-1	R-2	R-3	R-4	R-5	R-5A	R-6	B-1	B-2	B-3	DC	DB	DT	O-R	O-R-M	M-1	M-2	INP-1	INP-2	Supplemental Regulations
Subcategory		P = use permitted as of right S = special use approval required - = not allowed																			
Specific use (See Sec. 28.05.020)																					
Building supplies and equipment		-	-	-	-	-	-	-	P	P	P	P/S[12]	P	-	-	-	S	S	-	-	Sec. 28.06.130
Self-service Storage Facility		-	-	-	-	-	-	-	P	P	P	S	S	-	S	S	S	S	-	-	
Trade School		-	-	-	-	-	-	-	P	P	P	S	S	-	S	S	S	S	-	-	
Vehicle Sales and Service																					
Commercial vehicle repair and maintenance		-	-	-	-	-	-	-	-	-	S	-	-	-	-	S	P	-	-	-	
Commercial vehicle sales and rentals		-	-	-	-	-	-	-	-	-	S	-	-	-	-	S	S	-	-	-	
Fueling station		-	-	-	-	-	-	-	-	-	S	S	-	-	-	S	S	-	-	-	Sec. 28.06.040
Personal vehicle repair and maintenance		-	-	-	-	-	-	-	-	-	S[10]	S	-	-	-	S	S	-	-	-	Sec. 28.06.100
Personal vehicle sales and rentals		-	-	-	-	-	-	-	-	-	S[10]	S	-	-	-	S	S	-	-	-	
Vehicle body and paint finishing shop		-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	-	
Automobile dealership off-site vehicle storage		-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	-	-	-	Sec. 28.06.190
WHOLESALE, DISTRIBUTION & STORAGE																					
Equipment and Materials Storage, Outdoor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	P	P	-	-	
Trucking and Transportation Terminals		-	-	-	-	-	-	-	-	-	S	-	-	-	-	S[16]	P	P	P	-	
Warehouse		-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	
Wholesale Sales and Distribution		-	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P	P	-	-	
INDUSTRIAL																					
Artisan Industrial		-	-	-	-	-	-	-	-	-	P	-	S[19]	S[18]	-	P	P	P	-	-	
Limited Industrial		-	-	-	-	-	-	-	-	-	P[11]	-	-	-	-	P	P	P	-	-	
General Industrial		-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	
Intensive Industrial		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	-	
Junk or Salvage Yard		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RECYCLING																					
Recyclable Material Drop-off Facility		-	-	-	-	-	-	S	S	S	-	-	-	-	-	S	S	S	-	-	Sec. 28.06.110
Recyclable Material Processing		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
AGRICULTURE																					
Animal Agriculture (except as allowed under Chapter 5 of the Downers Grove Municipal Code)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Crop Agriculture		P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	
Community Garden		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
OTHER																					
Drive-in or Drive-through Facility		-	-	-	-	-	-	-	S	S	-	-	-	-	S[15]	S[21]	S[15]	-	-	-	Sec. 28.07.130
Medical Cannabis Cultivation Center		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100
Medical Cannabis Dispensing Organization		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100
Adult Use Cannabis Business Establishments		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100
Adult Use Cannabis Craft Grower		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100
Adult Use Cannabis Cultivation Center		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100

USE CATEGORY		R-1	R-2	R-3	R-4	R-5	R-5A	R-6	B-1	B-2	B-3	DC	DB	DT	O-R	O-R-M	M-1	M-2	INP-1	INP-2	Supplemental Regulations
Subcategory		P = use permitted as of right S = special use approval required - = not allowed																			
Specific use (See Sec. 28.05.020)																					
Adult Use Cannabis Dispensing Organization		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100
Adult Use Cannabis Infuser Organization or Infuser		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100
Adult Use Cannabis Processing Organization or Processor		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100
Adult Use Cannabis Transporting Organization or Transporter		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	-	Sec. 28.05.100

A. Specific Limitations

- [1] Requires minimum lot area of 40 acres. Maximum 25% building coverage.
- [2] Requires minimum lot area of 10 acres.
- [3] Requires minimum lot area of 25 acres. Maximum 25% building coverage.
- [4] Must be within 150 feet of a B district.
- [5] Requires special use approval if above one dwelling unit per 4,000 square feet of lot area.
- [6] Special Use only if use was in existence on or prior to June 7, 2005.
- [7] Requires minimum seating capacity of 125 persons.
- [8] Permitted as of right up to 3,000 sq. ft. (gross floor area); larger requires special use approval.
- [9] Must be in a completely enclosed building.
- [10] Maximum 10,000 sq. ft. (gross floor area).
- [11] Permitted only if ancillary to the following principal uses: sporting goods stores, uniform supply stores and public safety equipment stores.
- [12] Consignment stores and martial arts studios permitted as of right up to 3,000 square feet (gross floor area); larger requires special use approval. Other uses permitted as of right up to 15,000 sq. ft. (gross floor area); larger requires special use approval.
- [13] Barber shops, beauty shops and salons only; must be on ground floor and may not exceed 2,500 square feet floor area.
- [14] Art galleries and studios only; must be on ground floor and may not exceed 2,500 square feet floor area.
- [15] Drive through banks only.
- [16] See Section 28.06.180.
- [17] Located on 2nd floor or above.
- [18] Maximum floor area is 2,500 square feet unless located along Main Street where there is no floor area limitation.
- [19] Use must include on-site retail sales.
- [20] Requires minimum lot area of 1 acre.
- [21] Drive through banks and medical facilities only.

(Ord. No. 5868 6/8/21; Ord. No. 5832 12/8/20; Ord. No. 5828 10/20/20; Ord. No., 5804 12/17/19; Ord. No. 5706, 7/10/18; Ord. No. 5571, § 1, 11/22/16; Ord. No. 5463, § 1, 6/2/15)

EXHIBIT F

Ordinances Approving Development

ORDINANCE NO. 6106

**AN ORDINANCE APPROVING AN
AMENDMENT TO PLANNED UNIT DEVELOPMENT #1**

WHEREAS, on September 16, 1968, the Village Council adopted Ordinance No. 1354, and amendments thereto, designating certain property as a planned development known as Planned Unit Development #1 (PUD #1); and,

WHEREAS, an Owner of property located in PUD #1 has filed a written petition with the Village conforming to the requirements of the Zoning Ordinance and requesting an amendment to Planned Unit Development #1 to amend the legal description of the property to allow for the creation of a separate planned unit development and to allow for redevelopment of the separated area; and,

WHEREAS, such request was referred to the Planning and Zoning Commission of the Village of Downers Grove, and the Planning and Zoning Commission has given the required public notice, conducted a public hearing for the petition on January 6, 2025, and has made its findings and recommendations, all in accordance with the statutes of the State of Illinois and the ordinances of the Village of Downers Grove; and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the requested petition, subject to certain conditions; and,

WHEREAS, the Village Council has considered the record before the Planning and Zoning Commission, as well as the recommendations of Planning and and Zoning Commission.

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

SECTION 1. That the provisions of the preamble are incorporated into and made a part of this ordinance as if fully set forth herein.

SECTION 2. That PUD #1 is hereby amended by deleting its legal description in its entirety and replacing it as follows:

LOTS 1, 2, 3 AND LOT 4 (EXCEPT THE SOUTH 15.00 FEET) IN VALLEY CREEK PARK ESTATES UNIT 1 SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 24 TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 866856 ALL IN DUPAGE COUNTY ILLINOIS

SECTION 3. The Zoning Ordinance is hereby amended by changing the Zoning Map to reflect the new legal description and boundaries for PUD #1.

SECTION 4. That approval set forth in Section 2 of this ordinance is subject to the findings and recommendations of the Downers Grove Planning and Zoning Commission regarding File 24-PCE-0012 as set forth in the minutes of their January 6, 2025 meeting.

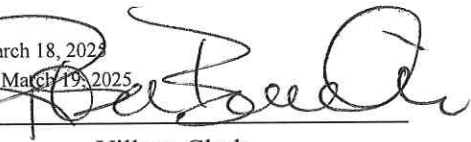
SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

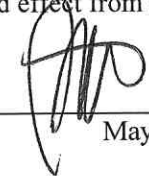
SECTION 6. That this ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

Passed: March 18, 2025

Published: March 19, 2025

Attest:


Village Clerk


Mayor

ORDINANCE NO. 6107**AN ORDINANCE APPROVING AN
AMENDMENT TO PLANNED UNIT DEVELOPMENT #8**

WHEREAS, on April 10, 1972, the Village Council adopted Ordinance No. 1626, and amendments thereto, designating certain property as a planned development known as Planned Unit Development #8 (PUD #8); and,

WHEREAS, an Owner of property located in PUD #8 has filed a written petition with the Village conforming to the requirements of the Zoning Ordinance and requesting an amendment to Planned Unit Development #8 to amend the legal description of the property to allow for the creation of a separate planned unit development and to allow for redevelopment of the separated area; and,

WHEREAS, such request was referred to the Planning and Zoning Commission of the Village of Downers Grove, and the Planning and Zoning Commission has given the required public notice, conducted a public hearing for the petition on January 6, 2025, and has made its findings and recommendations, all in accordance with the statutes of the State of Illinois and the ordinances of the Village of Downers Grove; and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the requested petition, subject to certain conditions; and,

WHEREAS, the Village Council has considered the record before the Planning and Zoning Commission, as well as the recommendations of Planning and Zoning Commission.

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

SECTION 1. That the provisions of the preamble are incorporated into and made a part of this ordinance as if fully set forth herein.

SECTION 2. That PUD #8 is hereby amended by deleting its legal description in its entirety and replacing it as follows:

THAT PART OF MEADOWBROOK SUBDIVISION (EXCEPT LOT 4) BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 24 TOWNSHIP 38 RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R73-5824, LYING EAST OF THE CENTER LINE OF BELMONT AVENUE AND LYING WEST OF THE WEST LINE OF VALLEY CREEK PARK ESTATES UNIT 1 SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 866856, ALL IN DU PAGE COUNTY, ILLINOIS.

SECTION 3. The Zoning Ordinance is hereby amended by changing the Zoning Map to reflect the new legal description and boundaries for PUD #8.

SECTION 4. That approval set forth in Section 2 of this ordinance is subject to the findings and recommendations of the Downers Grove Planning and Zoning Commission regarding File 24-PCE-0012 as set forth in the minutes of their January 6, 2025 meeting.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

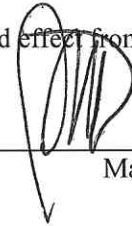
Passed: March 18, 2025

Published: March 18, 2025

Attest:



Village Clerk



Mayor

ORDINANCE NO. 6108

**AN ORDINANCE AMENDING THE ZONING
ORDINANCE OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS
TO DESIGNATE THE PROPERTY AT 2001-2153 63RD STREET
& 6310-6400 WOODWARD AVENUE
AS PLANNED UNIT DEVELOPMENT #71
(MEADOWBROOK SHOPPING CENTER PLANNED UNIT DEVELOPMENT)**

WHEREAS, the owner(s) of the property located at the southwest corner of 63rd Street and Woodward Avenue commonly known as 2001-2153 63rd Street & 6310-3400 Woodward Avenue, Downers Grove, Illinois, PINs 08-24-202-005, -008 & -009 and 08-24-203-004 (hereinafter referred to as the "Property" and legally described below) have requested that such real estate be designated as a Planned Unit Development to be known as "Meadowbrook Shopping Center Planned Unit Development #71" pursuant to the provisions of the Zoning Ordinance of the Village of Downers Grove, as set forth in Chapter 28 of the Downers Grove Municipal Code (hereinafter referred to as the "Zoning Ordinance"); and

WHEREAS, on September 16, 1968, the Village Council adopted Ordinance No. 1354, and amendments thereto, designating certain property as a planned development now known as PUD #1; and,

WHEREAS, on April 10, 1972, the Downers Grove Village Council adopted Ordinance No. 1626, and amendments thereto, designating certain property as a planned development now known as PUD #8; and,

WHEREAS, the Property is currently zoned "B-2/PUD #1 and #8, General Retail Business/Planned Unit Development #1 and #8 pursuant to the Downers Grove Zoning Ordinance as established by Ordinance No. 1354 and Ordinance No. 1626; and,

WHEREAS, the owner(s) have also filed a written petition with the Village conforming to the requirements of the Zoning Ordinance and requesting the property be removed from PUD # 1 and PUD #8 and that it be designated as the Meadowbrook Shopping Center Planned Unit Development #71 (PUD #71) as provided under the Zoning Ordinance; and,

WHEREAS, PUD #1 and PUD #8 have been amended to remove the Property from PUD #1 and PUD #8; and,

WHEREAS, the Planning and Zoning Commission of the Village of Downers Grove has given the required public notice and has conducted a public hearing on January 6, 2025, for the designation of the Property as PUD #71 and the construction of three new commercial buildings and improvements to the existing shopping center facade for the Meadowbrook Shopping Center Planned Unit Development #71 on the Property in accordance with the statutes of the State of Illinois and the ordinances of the Village of Downers Grove and has reported its findings and recommendations to the Village Council of the Village of Downers Grove pursuant to the provisions of the Zoning Ordinance; and,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, in DuPage County, Illinois, as follows:

SECTION 1. That the provisions of the preamble are incorporated into this ordinance.

SECTION 2. The documents collectively referred to as "Meadowbrook Shopping Center Planned Unit Development plans", are incorporated herein by reference as a part of this ordinance.

SECTION 3. That the Village Council hereby finds as follows:

(1) That the Meadowbrook Shopping Center Planned Development #71 meets the requirements of the Zoning Ordinance as follows:

- a. the zoning map amendment review and approval criteria of Sec. 28.12.030(i);
- b. the proposed PUD plan and map amendment are consistent with the comprehensive plan and any other adopted plans for the subject area;
- c. the PUD development plan complies with the PUD overlay district provisions of Sec. 28.4.030;
- d. the proposed development will result in public benefits that are greater than or at least equal to those that would have resulted from development under conventional zoning regulations; and
- e. the appropriate terms and conditions have been imposed on the approval to protect the interests of surrounding property owners and residents, existing and future residents of the PUD and the general public.

(2) That the proposed development conforms with the requirements of the Zoning Ordinance.

SECTION 4. The Zoning Ordinance is hereby amended by adding to the Zoning Map the boundaries of the following described real estate and by designating said real estate as a Planned Unit Development under the title and style " Meadowbrook Shopping Center Planned Unit Development #71" to be stated on the face of said map within the boundaries of the real estate hereinafter described, to wit:

THAT PART OF MEADOWBROOK SUBDIVISION (EXCEPT LOT 4), BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R73-5824, LYING EAST OF THE EAST LINE OF BELMONT AVENUE AND MEADOWBROOK ASSESSMENT PLAT, BEING PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R92-075488, ALL IN DU PAGE COUNTY, ILLINOIS.

Commonly known as: 2001-2153 63rd Street & 6310-6400 Woodward Avenue, Downers Grove, Illinois, 60516

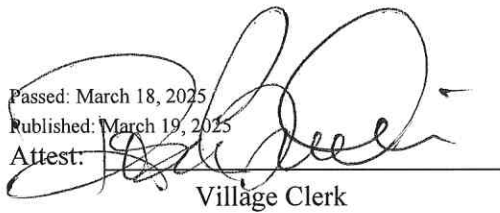
PINs: 08-24-202-005, -008 & -009; 08-24-203-004

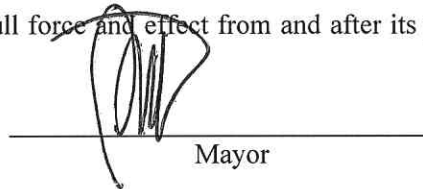
SECTION 5. The Meadowbrook Shopping Center Planned Unit Development #71 is hereby approved to permit a Planned Unit Development authorizing the construction of three new commercial buildings and improvements to the existing shopping center facade, subject to the conditions and restrictions contained therein, and subject to the following:

1. The Planned Unit Development Amendment, Special Uses, and Plat of Subdivision shall substantially conform to the staff report dated January 6, 2025; engineering drawings prepared by RTM Engineering Consultants dated July 1, 2024 and last revised on November 11, 2024, architectural elevations prepared by JTS Architects dated March 25, 2024 and landscape drawings prepared by Sebert Design and Build dated June 16, 2023 and last revised on November 12, 2024, except as such plans may be modified to conform to the Village codes and ordinances.
2. All proposed landscaping to screen the proposed vacuums on Lot 1 must be a minimum of six feet (6') in height at maturity and must be native.
3. Shade trees must be planted along the north property line of Lots 1, 2 & 5 and along the north and east property lines of Lot 3 per DGMC 28.8.20(b)(5), which states that "trees must be provided at a rate of one (1) tree per thirty (30) linear feet." Any ornamental trees proposed in this area must be switched to shade trees.
4. The landscape plan shall be amended to remove non-native plant species and to include native plant species in a manner acceptable to the Community Development Director.
5. The landscaping shall be maintained in accordance with Section 28.8.060(i) of the Municipal Code and including the removal and replacement of any dead plant material.
6. The petitioner shall establish pedestrian connections to the multi-family property to the south in accordance with Section 28.7.110(d) of the Municipal Code.

SECTION 6. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this ordinance be and are hereby repealed.

SECTION 7. That this ordinance shall be in full force and effect from and after its passage and publication in the manner provided by law.

Passed: March 18, 2025
Published: March 19, 2025
Attest: 
Village Clerk


Mayor

ORDINANCE NO. 6109

**AN ORDINANCE AUTHORIZING A SPECIAL USE FOR
THE MEADOWBROOK SHOPPING CENTER
PLANNED UNIT DEVELOPMENT #71 TO PERMIT A
DRIVE-THROUGH CAR WASH FACILITY ON LOT 1**

WHEREAS, the following described property, to wit:

Lot 1 of the Shoppes of Meadowbrook Subdivision, being a subdivision of Lot 1, 2 & 3 in Meadowbrook Subdivision Document No. R73-5824 and Lot 5 and the South 15.00 feet of Lot 4 in Valley Creek Park Estates Unit 1, Document No. R57-866856 in the Northeast ¼ of Section 24, Township 38 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Commonly known as: 2175 63rd Street, Downers Grove, IL 60516
PIN: 08-24-202-005

(hereinafter referred to as the "Property") is presently zoned in the "*B-2/PUD, General Retail Business District/Planned Unit Development*" under the Comprehensive Zoning Ordinance of the Village of Downers Grove; and

WHEREAS, the owner of the Property has filed with the Planning & Zoning Commission, a written petition conforming to the requirements of the Zoning Ordinance, requesting that a Special Use per Section 28.12.050 of the Zoning Ordinance be granted to permit a drive-through car wash facility on Lot 1 of the shopping center complex; and

WHEREAS, such petition was referred to the Planning and Zoning Commission of the Village of Downers Grove, and said Planning and Zoning Commission has given the required public notice, has conducted a public hearing for the petition on January 6, 2025 and has made its findings and recommendations, all in accordance with the statutes of the State of Illinois and the ordinances of the Village of Downers Grove; and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the Special Use, subject to certain conditions; and,

WHEREAS, the Village Council finds that the evidence presented in support of said petition, is such as to establish the following:

1. That the proposed use is expressly authorized as Special Use in the district in which it is to be located;
2. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.
3. That the proposed use will not, in the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, in DuPage

County, Illinois, as follows:

SECTION 1. That a Special Use for the Property is hereby granted to permit a drive-through car wash on Lot 1 of the shopping center complex.

SECTION 2. This approval is subject to the following conditions:

1. The Planned Unit Development, Special Uses, and Plat of Subdivision shall substantially conform to the staff report dated January 6, 2025; engineering drawings prepared by RTM Engineering Consultants dated July 1, 2024 and last revised on November 11, 2024, architectural elevations prepared by JTS Architects dated March 25, 2024 and landscape drawings prepared by Sebert Design and Build dated June 16, 2023 and last revised on November 12, 2024, except as such plans may be modified to conform to the Village codes and ordinances.
2. All proposed landscaping to screen the proposed vacuums on Lot 1 must be a minimum of six feet (6') in height at maturity and must be native.
3. Shade trees must be planted along the north property line per DGMC 28.8.20(b)(5), which states that "trees must be provided at a rate of one (1) tree per thirty (30) linear feet." Any ornamental trees proposed in this area must be switched to shade trees.
4. The landscape plan shall be amended to remove non-native plant species and to include native plant species in a manner acceptable to the Community Development Director.
5. The landscaping shall be maintained in accordance with Section 28.8.060(i) of the Municipal Code and including the removal and replacement of any dead plant material.
6. The petitioner shall establish pedestrian connections to the multi-family property to the south in accordance with Section 28.7.110(d) of the Municipal Code.

SECTION 3. The above conditions are hereby made part of the terms under which the Special Use is granted. Violation of any or all of such conditions shall be deemed a violation of the Village of Downers Grove Zoning Ordinance, the penalty for which may include, but is not limited to, a fine and/or revocation of the Special Use granted herein.

SECTION 4. It is the Petitioner's obligation to maintain compliance with all applicable Federal, State, County and Village laws, ordinances, regulations, and policies.

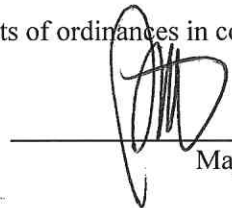
SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Passed: March 18, 2025

Published: March 19, 2025

Attest:


 Village Clerk


 Mayor

ORDINANCE NO. 6110

**AN ORDINANCE AUTHORIZING A SPECIAL USE FOR
THE MEADOWBROOK SHOPPING CENTER
PLANNED UNIT DEVELOPMENT #71 TO PERMIT A
DRIVE-THROUGH RESTAURANT FACILITY ON LOT 2**

WHEREAS, the following described property, to wit:

Lot 2 of the Shoppes of Meadowbrook Subdivision, being a subdivision of Lot 1, 2 & 3 in Meadowbrook Subdivision Document No. R73-5824 and Lot 5 and the South 15.00 feet of Lot 4 in Valley Creek Park Estates Unit 1, Document No. R57-866856 in the Northeast ¼ of Section 24, Township 38 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Commonly known as: 2083-2089 63rd Street, Downers Grove, IL 60516
PIN: 08-24-202-005

(hereinafter referred to as the "Property") is presently zoned in the "*B-2/PUD, General Retail Business District/Planned Unit Development*" under the Comprehensive Zoning Ordinance of the Village of Downers Grove; and

WHEREAS, the owner of the Property has filed with the Planning and Zoning Commission, a written petition conforming to the requirements of the Zoning Ordinance, requesting that a Special Use per Section 28.12.050 of the Zoning Ordinance be granted to permit a drive-through restaurant facility on Lot 2 of the shopping center complex; and

WHEREAS, such petition was referred to the Planning and Zoning Commission of the Village of Downers Grove, and said Planning and Zoning Commission has given the required public notice, has conducted a public hearing for the petition on January 6, 2025 and has made its findings and recommendations, all in accordance with the statutes of the State of Illinois and the ordinances of the Village of Downers Grove; and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the Special Use, subject to certain conditions; and,

WHEREAS, the Village Council finds that the evidence presented in support of said petition, is such as to establish the following:

1. That the proposed use is expressly authorized as Special Use in the district in which it is to be located;
2. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.
3. That the proposed use will not, in the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, in DuPage

County, Illinois, as follows:

SECTION 1. That Special Use of the Property is hereby granted to permit drive-through restaurant facility on Lot 2 of the shopping center complex.

SECTION 2. This approval is subject to the following conditions:

1. The Planned Unit Development, Special Uses, and Plat of Subdivision shall substantially conform to the staff report dated January 6, 2025; engineering drawings prepared by RTM Engineering Consultants dated July 1, 2024 and last revised on November 11, 2024, architectural elevations prepared by JTS Architects dated March 25, 2024 and landscape drawings prepared by Sebert Design and Build dated June 16, 2023 and last revised on November 12, 2024, except as such plans may be modified to conform to the Village codes and ordinances.
2. Shade trees must be planted along the north property line per DGMC 28.8.20(b)(5), which states that "trees must be provided at a rate of one (1) tree per thirty (30) linear feet." Any ornamental trees proposed in this area must be switched to shade trees.
3. The landscape plan shall be amended to remove non-native plant species and to include native plant species in a manner acceptable to the Community Development Director.
4. The landscaping shall be maintained in accordance with Section 28.8.060(i) of the Municipal Code and including the removal and replacement of any dead plant material.
5. The petitioner shall establish pedestrian connections to the multi-family property to the south in accordance with Section 28.7.110(d) of the Municipal Code.

SECTION 3. The above conditions are hereby made part of the terms under which the Special Use is granted. Violation of any or all of such conditions shall be deemed a violation of the Village of Downers Grove Zoning Ordinance, the penalty for which may include, but is not limited to, a fine and/or revocation of the Special Use granted herein.

SECTION 4. It is the Petitioner's obligation to maintain compliance with all applicable Federal, State, County and Village laws, ordinances, regulations, and policies.

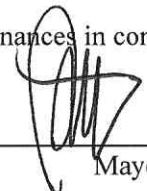
SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Passed: March 18, 2025

Published: March 19, 2025

Attest:


Village Clerk


Mayor

ORDINANCE NO. 6111

**AN ORDINANCE AUTHORIZING A SPECIAL USE FOR
THE MEADOWBROOK SHOPPING CENTER
PLANNED UNIT DEVELOPMENT #71 TO PERMIT A
DRIVE-THROUGH RESTAURANT FACILITY ON LOT 3**

WHEREAS, the following described property, to wit:

Lot 3 of the Shoppes of Meadowbrook Subdivision, being a subdivision of Lot 1, 2 & 3 in Meadowbrook Subdivision Document No. R73-5824 and Lot 5 and the South 15.00 feet of Lot 4 in Valley Creek Park Estates Unit 1, Document No. R57-866856 in the Northeast ¼ of Section 24, Township 38 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Commonly known as: 2013-2021 63rd Street, Downers Grove, IL 60516
PIN: 08-24-202-008

(hereinafter referred to as the "Property") is presently zoned in the "*B-2/PUD, General Retail Business District/Planned Unit Development*" under the Comprehensive Zoning Ordinance of the Village of Downers Grove; and

WHEREAS, the owner of the Property has filed with the Planning and Zoning Commission, a written petition conforming to the requirements of the Zoning Ordinance, requesting that a Special Use per Section 28.12.050 of the Zoning Ordinance be granted to permit a drive-through restaurant facility on Lot 3 of the shopping center complex; and

WHEREAS, such petition was referred to the Planning and Zoning Commission of the Village of Downers Grove, and said Planning and Zoning Commission has given the required public notice, has conducted a public hearing for the petition on January 6, 2025 and has made its findings and recommendations, all in accordance with the statutes of the State of Illinois and the ordinances of the Village of Downers Grove; and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the Special Use, subject to certain conditions; and,

WHEREAS, the Village Council finds that the evidence presented in support of said petition, is such as to establish the following:

1. That the proposed use is expressly authorized as Special Use in the district in which it is to be located;
2. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.
3. That the proposed use will not, in the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, in DuPage

County, Illinois, as follows:

SECTION 1. That Special Use of the Property is hereby granted to permit drive-through restaurant facility on Lot 3 of the shopping center complex.

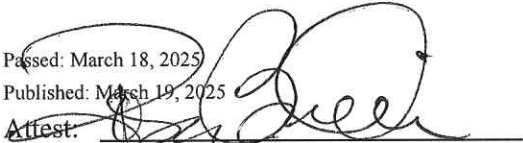
SECTION 2. This approval is subject to the following conditions:

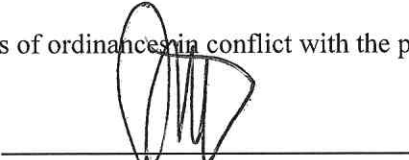
1. The Planned Unit Development, Special Uses, and Plat of Subdivision shall substantially conform to the staff report dated January 6, 2025; engineering drawings prepared by RTM Engineering Consultants dated July 1, 2024 and last revised on November 11, 2024, architectural elevations prepared by JTS Architects dated March 25, 2024 and landscape drawings prepared by Sebert Design and Build dated June 16, 2023 and last revised on November 12, 2024, except as such plans may be modified to conform to the Village codes and ordinances.
2. Shade trees must be planted along the north and east property lines per DGMC 28.8.20(b)(5), which states that “trees must be provided at a rate of one (1) tree per thirty (30) linear feet.” Any ornamental trees proposed in this area must be switched to shade trees.
3. The landscape plan shall be amended to remove non-native plant species and to include native plant species in a manner acceptable to the Community Development Director.
4. The landscaping shall be maintained in accordance with Section 28.8.060(i) of the Municipal Code and including the removal and replacement of any dead plant material.
5. The petitioner shall establish pedestrian connections to the multi-family property to the south in accordance with Section 28.7.110(d) of the Municipal Code.

SECTION 3. The above conditions are hereby made part of the terms under which the Special Use is granted. Violation of any or all of such conditions shall be deemed a violation of the Village of Downers Grove Zoning Ordinance, the penalty for which may include, but is not limited to, a fine and/or revocation of the Special Use granted herein.

SECTION 4. It is the Petitioner's obligation to maintain compliance with all applicable Federal, State, County and Village laws, ordinances, regulations, and policies.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Passed: March 18, 2025
Published: March 19, 2025
Attest: 
Village Clerk


Mayor

RESOLUTION NO. 2025-32**A RESOLUTION APPROVING A
PLAT OF SUBDIVISION
FOR 2001-2153 63RD STREET & 6310-6400 WOODWARD AVENUE
(MEADOWBROOK SHOPPING CENTER PLANNED UNIT DEVELOPMENT #71)**

WHEREAS, application has been made pursuant to the provisions of Chapter 20 of the Downers Grove Municipal Code for the approval of a Plat of Subdivision to build three new commercial buildings for the Meadowbrook Shopping Center Planned Unit Development #71 located on the southwest corner of 63rd Street and Woodward Avenue, commonly known as 2001-2153 63rd Street & 6310-6400 Woodward Avenue, Downers Grove, Illinois, legally described as follows:

LOT 1 IN MEADOWBROOK SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1973 AS DOCUMENT NUMBER R73-05824 AND CERTIFICATES OF CORRECTION RECORDED AS DOCUMENTS R76-58800 AND R76-58801, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THAT PART CONVEYED TO THE COUNTY OF DUPAGE BY DOCUMENT R97-135136 DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY A DISTANCE OF 175 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT A DISTANCE OF 10 FEET; THENCE NORTHWESTERLY A DISTANCE OF 11.61 FEET TO A POINT 10 FEET WEST OF THE EAST LINE OF LOT 1 AND 4 FEET SOUTH OF THE NORTH LINE OF LOT 1; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF LOT 1 A DISTANCE OF 69.85 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF LOT 1 A DISTANCE OF 4 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF LOT 1 A DISTANCE OF 95.11 FEET TO THE WEST LINE THEREOF; THENCE NORTHERLY ON SAID WEST LINE A DISTANCE OF 8 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF MEADOWBROOK SUBDIVISION (EXCEPT LOT 4) BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 24 TOWNSHIP 38 RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R73-5824, LYING EAST OF THE CENTER LINE OF BELMONT AVENUE AND LYING WEST OF THE WEST LINE OF VALLEY CREEK PARK ESTATES UNIT 1 SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 866856, ALL IN DUPAGE COUNTY, ILLINOIS.

LOTS 1, 2, 3, AND LOT 4 (EXCEPT THE SOUTH 15.00 FEET), IN VALLEY CREEK PARK ESTATES UNIT 1 SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 38, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 866856, ALL IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 2001-2153 63rd Street & 6310-6400 Woodward Avenue, Downers Grove, Illinois, 60516
PINs: 08-24-202-005, -008 & -009; 08-24-203-004

WHEREAS, notice has been given and a public hearing has been held before the Planning & Zoning Commission on January 6, 2025 for this plat of subdivision pursuant to the requirements of the Downers Grove Municipal Code; and,

WHEREAS, Village staff has reviewed and recommends approval of the petition for Plat of Subdivision for the Shoppes of Meadowbrook Subdivision located at 2001-2153 63rd Street & 6310-6400 Woodward Avenue, Downers Grove, Illinois, as requested, subject to certain conditions; and,

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Downers Grove that the Plat of Subdivision for the Shoppes of Meadowbrook Subdivision located at 2001-2153 63rd Street & 6310-6400 Woodward Avenue, Downers Grove, Illinois, is hereby approved subject to the following conditions:

1. The Planned Unit Development, Special Uses, and Plat of Subdivision shall substantially conform to the staff report dated January 6, 2025; engineering drawings prepared by RTM Engineering Consultants dated July 1, 2024 and last revised on November 11, 2024, architectural elevations prepared by JTS Architects dated March 25, 2024 and landscape drawings prepared by Sebert Design and Build dated June 16, 2023 and last revised on November 12, 2024, except as such plans may be modified to conform to the Village codes and ordinances.

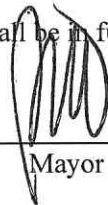
BE IT FURTHER RESOLVED, that the Mayor and Village Clerk are authorized to sign the plat.

BE IT FURTHER RESOLVED, that this resolution shall be in full force and effect from and after its adoption in the manner provided by law.

Passed: March 18, 2025

Attest:


Village Clerk


Mayor

VILLAGE OF DOWNERS GROVE, ILLINOIS
MEADOWBROOK SHOPPING CENTER TIF REPORT (TIF #4)
Report Period 1/1/25 – 12/31/25

Letter from the Mayor designating the municipality's TIF Administrator

The attached letter was sent to Nancy Gomez, Office Specialist, Local Government Division, Illinois Office of Comptroller via email on June 10, 2026



downers.us

CIVIC CENTER

850 Curtiss St.
Downers Grove, IL
60515-4761

MAIN

630.434.5500

POLICE

630.434.5600

FIRE DEPT

Administration
5420 Main St.
Downers Grove, IL
60515-4834

630.434.5980

PUBLIC WORKS

5101 Walnut Ave.
Downers Grove, IL
60515-4046

630.434.5460

VILLAGE OF DOWNERS GROVE, ILLINOIS

OGDEN AVENUE TIF (TIF #2)
WASHINGTON CURTISS TIF (TIF #3)
MEADOWBROOK SHOPPING CENTER TIF (TIF #4)

June 1, 2026

Nancy Gomez
Office Specialist | Local Government Division
Illinois Office of Comptroller
555 W. Monroe Street
1400S-A
Chicago, IL 60661

SUBJECT: Designation of New TIF Administrator for Downers Grove

Dear Ms. Gomez,

Please accept this letter as formal notification of a change in the designated TIF Administrator for the Village of Downers Grove, effective June 1, 2026.

The new designated TIF Administrator responsible for overseeing our Tax Increment Financing Districts and submitting the Annual TIF Reports on behalf of the municipality is:

Name: Jason Zawila, AICP
Title: Planning Manager
Email: jzawila@downers.us
Phone: 630-434-5520
Mailing Address: 850 Curtiss Avenue, Downers Grove, IL 60515

Please update your records to direct all future TIF reporting correspondence, inquiries, and filing access to Jason Zawila. If you require any additional information or documentation to process this change, please contact Jason Zawila at 630-434-5520 or jzawila@downers.us.

Thank you for your assistance.

Sincerely,

Mayor Robert Barnett
Village of Downers Grove