FY 2022

ANNUAL TAX INCREMENT FINANCE REPORT

SUSANA A. MENDOZA
ILLINOIS STATE COMPTROLLER

Name of Municipality:	**VILLAGE OF CRESTWOOD**	Reporting Fiscal Year:	**2022**
County:	**COOK**	Fiscal Year End:	**4/30/2022**
Unit Code:	**016/130/32**		

FY 2022 TIF Administrator Contact Information-Required

First Name:	**William**	Last Name:	**Graffeo**		
Address:	13800 South Cicero Ave	Title:	Administrator		
Telephone:	708-371-4800 Ext 2001	City:	Crestwood	**Zip:**	**60418**
E-mail	bgraffeo@crestwood.illinois.gov				

I attest to the best of my knowledge, that this FY 2022 report of the redevelopment project area(s)

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

Written signature of TIF Administrator — **Date** 3/31/2023

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

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
135th/Cicero Redevelopment Area	5/2/2002	

*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 2022

Name of Redevelopment Project Area: 135th/Cicero Redevelopment Area

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

Primary Use of Redevelopment Project Area*:	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	**X**
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 (labled 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 ***submitted to*** the municipality ***by*** 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, chosen by the municipality, setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service. [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 MUST 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

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 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period $ 2,366,061

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	$ 13,007.00	$ 20,331,484	20%
State Sales Tax Increment	$ 1,507,504.00	$ 17,593,086	18%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	$ 636.00	$ 426,586	0%
Land/Building Sale Proceeds			0%
Bond Proceeds		$ 39,080,975	39%
Transfers from Municipal Sources		$ 21,938,186	22%
Private Sources			0%
Other (identify source SALE OF STONE ; if multiple other sources, attach schedule)	$ 6,613.00	$ 1,046,836.00	1%

All Amount Deposited in Special Tax Allocation Fund $ 1,527,760.00

Cumulative Total Revenues/Cash Receipts $ 100,417,153 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) $ 2,810,300.00

Transfers to Municipal Sources $ -

Distribution of Surplus

Total Expenditures/Disbursements $ 2,810,300

Net/Income/Cash Receipts Over/(Under) Cash Disbursements $ (1,282,540)

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* $ 1,083,521

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

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections o

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	**Amounts**	**Reporting Fiscal Year**
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
		$ -
2. Annual administrative cost.		
		$ -
3. Cost of marketing sites.		
		$ -
4. Property assembly cost and site preparation costs.		
		$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		$ -
6. Costs of the constructuion of public works or improvements.		
		$ -

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		$ -
8. Cost of job training and retraining projects.		
		$ -
9. Financing costs.		
Fixed Interest	1,420,300	
Repayment of bonds	1,390,000	
		$ 2,810,300
10. Capital costs.		
		$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		$ -

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		**$ 2,810,300**

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

FY 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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

Name	Service	Amount

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

FY 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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

FUND BALANCE BY SOURCE	$ 1,083,521

1. Description of Debt Obligations	**Amount of Original Issuance**	**Amount Designated**
G.O. Refunding Bonds (Alternate Revenue Source), Serties 2020A	$ 4,300,000	$ 4,300,000
G.O. Refunding Bonds (Alternate Revenue Source), Serties 2020B	$ 6,000,000	$ 6,000,000
Total Amount Designated for Obligations	$ 10,300,000	$ 10,300,000

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

TOTAL AMOUNT DESIGNATED	$ 10,300,000
SURPLUS/(DEFICIT)	$ (9,216,479)

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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

	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 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	X

2. The Municipality **DID** undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	
2a. The total number of **ALL** activities undertaken in furtherance of the objectives of the redevelopment plan:	

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

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.
SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))]

FY 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

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

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement	The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

The amount of increment projected to be created at the time of approval of the redevelopment agreement	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, if any:

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 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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

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

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2022

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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

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

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

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts

VILLAGE OF CRESTWOOD

13800 SOUTH CICERO AVENUE • CRESTWOOD, ILLINOIS 60418 • 708-371-4800 • FAX 708-371-4849

KENNETH W. KLEIN
MAYOR

CATHERINE M. JOHNSON
CLERK

TRUSTEES
PATRICIA THERESA FLYNN
ANTHONY J. BENIGNO
LINDA M. MADLENER
KEVIN WASAG
FRANK CALDARIO
BRIAN SKALA

3/16/2023

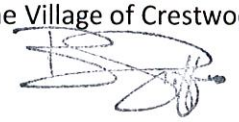
Ms. Susan A. Mendoza
Illinois State Comptroller
325 W. Adams
Springfield, Illinois 62704

RE: Certificate of Compliance of the Village of Crestwood 135th and Cicero Redevelopment Project Under the Tax Increment Allocation Redevelopment Act (65ILCS 5/11-74.4-5(d)(3) and 65 ILCS 5/11-74.6-22(d)(3)

Dear Ms. Mendoza:

I hereby certify that I am the Village Manager of the Village of Crestwood, an Illinois municipal Corporation (the "Village"). As the Manager of the Village, I hereby certify that during the preceding fiscal year, the Village has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-5(d)(3) and 65 ILCS 5/11-74.6-22(d)(3) in connection with the Village's Redevelopment Project Area commonly known as the Crestwood 135th and Cicero TIF Project.

The Village of Crestwood



William Graffeo, Village Manager

Attachment "B"

SOSIN, ARNOLD & SCHOENBECK LTD.
ATTORNEYS AT LAW

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Orland Park, Illinois 60462-2563
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DAVID B. SOSIN
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PATRICK J. WOYTEK
JWAN L. ARNOLD

Of Counsel:
TIMOTHY G. LAWLER

*Also admitted in Florida
†Also admitted in Wisconsin

DAVID B. SOSIN
dsosin@sosinarnold.com

April 4, 2023

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
Mayor Ken Klein
13800 S. Cicero Avenue
Crestwood, IL 60418

Re: Village of Crestwood 135th and Cicero TIF Redevelopment Project

Dear Mayor Klein

Pursuant to Section 11-74.4-5(e) of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq*. (the "Act"), the Village of Crestwood will hold the annual meeting of the Joint Review Board of the above-referenced redevelopment project on April 21, 2023 at 3:00 p.m. at the Crestwood Civic Center, 13820 South Cicero Avenue, Crestwood, Illinois. The purpose of the meeting is to review the Annual Tax Increment Finance Report for the fiscal year ending April 30, 2022, enclosed herewith, and to review the effectiveness and status of the redevelopment project through that date.

Please be advised that Section 11-74.4-5(b) of the Act requires each taxing district possessing the authority to directly levy taxes on the property within the redevelopment project area to select a person to represent it on the Joint Review Board. The Village invites your office to designate such a representative to the Board and to attend the meeting. Please contact my office with any questions or concerns you may have regarding this matter.

Very truly yours,

SOSIN, ARNOLD & SCHOENBECK, LTD.

David B. Sosin

David B. Sosin

DBS/smf
Enclosure

ATTACHMENT C

In accordance with the provision of an Ordinance passed on June 21, 2018, the Village has authorized the issuance of General Obligation Bonds (Alternative Revenue Source) in the amount not to exceed $10.5 million for the purpose of paying for redevelopment project costs in the Route 83 Redevelopment Project Area. On February 21, 2020 the bond proceeds of $4.3 and $6.0 million were disbursed. The terms of the bonds are principal is to be paid annually through the maturity date of December 15, 2027 at the rate of 4.00% and December 15, 2034 at the rate of 3.25%, respectively. (Attachment D-2 PDF pg. 15 & D-3 PDF pg. 40)

The development of the Rt. 83 TIF District is divided in two sections, i.e., the section east of Cicero Avenue and the section west of Cicero Avenue. The village is in the process of developing the west side infrastructure to build new stores, restaurants and hotel with initial ground breaking taking place in the summer of 2021 with completion of the west side by the spring of 2022. Water mains are in, grading of area continues with completion of the storm sewers and retention basin. Chick-Fil-A and Aldi stores were completed in March 2020. Negotiations are currently taking place for a third store. The east side is in the process of removing excess dirt and stone and grading the area with a completion date of spring 2020. To date, approximately ninety-five percent of the dirt and stone have been removed with the possibility of developing part of this area in late 2021. Water mains have been completed in the area.

Attached are documents with respect to the development:

1. Lease with MWRD for 7 acres of land on the west side (Attachment E-1 PDF pg. 64)
2. Sublease with Chick-Fil-A for a part of the above MWRD lease (Attachment E-2 PDF pg. 110)
3. Sublease with Aldi for a part of the above MWRD lease (Attachment E-3 PDF pg. 194)
4. Partial assignment of sublease between MWRD and the Village (Attachments E-4 & E-5 PDF pgs. 372 & 383)
5. 1-year permit extension by MWRD to the Village to continue use of approximately 22 acres of MWRD property in the TIF district (Attachment E-6 PDF pg. 449)
6. Lease with MWRD for 11.04 acres of land on the west side (Attachment E-7 PDF pg. 457)

Attachment D

ORDINANCE NO. 2539

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $4,500,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2020A OF THE VILLAGE OF CRESTWOOD, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS

WHEREAS, the Village of Crestwood, Cook County, Illinois (the "Village"), is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, the Omnibus Bond Acts (5 ILCS 70/8), and the Local Government Debt Reform Act (30 ILCS 350/1, *et seq.*), and all laws amendatory thereof and supplementary thereto (collectively, the "Act"); and

WHEREAS, the Village, pursuant to Ordinance No. 2435 passed June 21, 2018 (the "Prior Bond Ordinance"), has previously issued its $5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018 (the "Prior Bonds") as a term bond due December 15, 2027 with the following dates of mandatory redemption outstanding:

Date of Redemption	Principal Amount
12/15/2020	$500,000
12/15/2021	$520,000
12/15/2022	$535,000
12/15/2023	$555,000
12/15/2024	$570,000
12/15/2025	$590,000
12/15/2026	$610,000
12/15/2027	$635,000

WHEREAS, the Mayor and Board of Trustees (the "Board of Trustees") has determined that it is advisable, necessary and in the best interests of the Village that the December 15, 2020 through the December 15, 2027 maturities of the Prior Bonds (the "Refunded Bonds") shall be currently refunded in order to effect an interest rate savings thereon (the "Refunding"); and

WHEREAS, the Prior Bonds, by agreement with the bondholder, are subject to redemption; and the Board of Trustees has received reports which indicate that a refunding of the Prior Bonds will effect a savings and benefit to the Village; and

WHEREAS, pursuant to the provisions of the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.* (the "Debt Reform Act"), obligations which are "alternate bonds" (as defined in the Debt Reform Act) may be issued to refund or advance refund previously issued and outstanding alternate bonds without meeting any of the conditions set forth in Section 15 of the Debt Reform Act (such section authorizing and providing for the issuance of alternate bonds), provided that the term of the refunding bonds shall not be longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the refunded bonds; and

WHEREAS, the Prior Bonds have been properly authorized and issued pursuant to Section 15 of the Debt Reform Act; and

WHEREAS, the term of the Bonds shall not be longer than the term of the Refunded Bonds; and

WHEREAS, the debt service payable in any year on the Bonds shall not exceed the debt service payable in such year on the Refunded Bonds; and

WHEREAS, the Bonds may be issued pursuant to the provisions of the Debt Reform Act, and shall be payable from all collections distributed to the Village from all distributions under Section 2 of the State Revenue Sharing Act (30 ILCS 115/2) from the Local Government Distributive Fund (30 ILCS 115/1) of Income Tax amounts paid into the Local Government Distributive Fund in accordance with subsection (b) of Section 901 of the Illinois Income Tax Act (35 ILCS 5/901(b)) payable by the State of Illinois to or upon the order of the Village, or successor or substitute taxes therefor as provided by law in the future (collectively, the "Pledged Revenues"); and if such revenue source shall be insufficient to pay the Bonds, then payable from the levy and collection of real property taxes upon all taxable property in the Village without limitation as to rate or amount; and

WHEREAS, the Board of Trustees is now authorized to issue the Bonds for the purpose of the Refunding in an aggregate amount not to exceed $4,500,000 in accordance with the provisions of the Debt Reform Act, and the Board of Trustees hereby determines that it is necessary and desirable that the Bonds so authorized be issued at this time.

NOW, THEREFORE, Be It Ordained by the Mayor and Board of Trustees of the Village of Crestwood, Cook County, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings assigned them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa.

Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

"Act" is defined in the Preambles of this Ordinance.

"Additional Bonds" means any Alternate Bonds issued in the future in accordance with the provisions of the Debt Reform Act on a parity with and sharing equally in the Pledged Revenues with the Bonds.

"Alternate Bonds" means any Outstanding Bonds issued as alternate bonds under and pursuant to the provisions of the Debt Reform Act, and includes, expressly, the Bonds.

"Applicable Law" means, collectively, the Municipal Code, including, specifically, the Debt Reform Act.

"Authorized Denominations" means $5,000 and integral multiples of $5,000.

"Board of Trustees" means the Mayor and Board of Trustees of the Village.

"Bond Fund" means the Series 2020A Bond Fund created in Section 12 of this Ordinance.

"Bond Insurer" is defined in Section 25 of this Ordinance.

"Bond Order" means that certain bond order, to be executed by the Mayor, and setting forth certain details of the Bonds as provided in this Ordinance and includes the levy of the Pledged Taxes.

"Bond Purchase Agreement" is defined in Section 11 of this Ordinance.

"Bond Register" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"Bond Registrar" means the Village Treasurer, or as named in the Bond Order.

"Bonds" or *"Series 2020A Bonds"* means the not to exceed $4,500,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A, authorized to be issued by this Ordinance, including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance.

"Book Entry Form" means the form of the Bonds as fully registered and available in physical form only to the Depository.

"Business Day" means any day other than a day on which banks in the City of Chicago of are authorized or required to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"County Clerk" means the County Clerk of Cook County, Illinois.

"Debt Reform Act" is defined in the Preambles of this Ordinance.

"Defeasance Obligations" means: (a) direct and general full faith and credit obligations of the United States Treasury ("Directs"); (b) certificates of participation or trust receipts in trusts comprised wholly of Directs; or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury or the Federal Deposit Insurance Corporation.

"Defeased Bonds" means such bonds as are described and defined by such term in Section 14 of this Ordinance.

"Depository" means The Depository Trust Company or successor depository duly qualified to act as a securities depository and acceptable to the Village.

"Designated Officers" mean the following officers of the Village: Mayor, Village Clerk, and Village Treasurer.

"Expense Account" means the account in the Proceeds Fund established hereunder and further described by Section 13 of this Ordinance.

"Fiscal Year" means that twelve-calendar month period selected by the Board of Trustees as the fiscal year for the Village.

"Global Book-Entry System" means the system for the initial issuance of the Bonds as described in Section 5.

"Municipal Bond Insurance Policy" is defined in Section 25 of this Ordinance.

"Ordinance" or *"Bond Ordinance"* means Ordinance No. 2539 passed January 16, 2020 by the Board of Trustees and approved by the Mayor.

"Outstanding" when used with reference to any bond, means a bond is outstanding and unpaid; provided, however, such term shall not include bonds: (a) which have matured or for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal thereof and interest thereon; or (b) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of Defeasance Obligations, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of, redemption premium, if any, and interest on such bonds, and will not result in the loss of exclusion from gross income of the interest thereon under Section 103 of the Code.

"Paying Agent" means the Village Treasurer, or as named in the Bond Order.

"Pledged Moneys" means the Pledged Taxes and the Pledged Revenues.

"Pledged Revenues" is defined in the Preambles of this Ordinance.

"Pledged Taxes" is defined in Section 12 of this Ordinance.

"Prior Bonds" is defined in the Preambles of this Ordinance.

"Prior Project" means the facilities financed, directly or indirectly, with the proceeds of the Prior Bonds.

"Proceeds Fund" means the Proceeds Fund created in Section 13 of this Ordinance.

"Purchase Price" means the price to be paid by the Purchaser for the Bonds.

"Purchaser" means Hutchinson, Shockey, Erley & Co., Chicago, Illinois.

"Record Date" means the first day of the month of any regular or other interest payment date occurring on the fifteenth day of that month and the fifteenth day preceding any interest payment date occasioned by the redemption of Bonds on other than the fifteenth day of a month.

"Refunded Bonds" is defined in the Preambles of this Ordinance.

"Refunding" is defined in the Preambles of this Ordinance.

"Refunding Account" means the account in the Proceeds Fund established hereunder and further described by Section 14 of this Ordinance.

"Representations Letter" means such agreement or agreements by and among the Village, the Bond Registrar, and the Depository as shall be necessary to effectuate a book-entry system for the Bonds, and includes the Blanket Letter of Representations executed by the Village and the Depository.

"Tax-Exempt" means, with respect to all or any portion of the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

"Term Bonds" means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as term bonds in the Bond Order.

"Village" means the Village of Crestwood, Cook County, Illinois.

Definitions also appear in the Preambles hereto or in specific sections, as appear below.

Section 2. Incorporation of Preambles. The Board of Trustees hereby finds that all of the recitals contained in the Preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 3. Authorization. It is hereby found and determined that the Board of Trustees has been authorized by the Act to borrow the sum of not to exceed $4,500,000 upon the credit of the Village and as evidence of such indebtedness to issue at this time alternate bonds in the aggregate principal amount not to exceed $4,500,000 in order to pay the costs of the Refunding. The Bonds shall be issued pursuant to the Act.

Section 4. Bond Details. There shall be borrowed on the credit of and for and on behalf of the Village the aggregate sum not to exceed $4,500,000 for the Refunding. The Bonds shall be in fully registered form, and shall be in Book Entry Form. The Bonds shall be dated as of a date (the "Dated Date") no earlier than the date of passage of this Ordinance and no later than their initial date of issuance as shall be set forth in the Bond Order; each Bond shall also bear its respective date of authentication; and the Bonds shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due or be subject to mandatory redemption (subject to right of prior redemption) on such date of each year as shall be designated as shall be set forth in the Bond Order. The Bonds shall be in Authorized Denominations, but no single such bond shall represent principal maturing on more than one date, and shall be numbered 1 and upwards. Each Bond shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, commencing on a date within one year of the Dated Date, as shall be set forth in the Bond Order, and upon regular semiannual intervals thereafter, at the respective rates percent per annum provided, until the principal thereof shall be paid or duly provided for. So long as the Bonds are held in Book Entry Form, interest on each Bond shall be paid to the Depository by check or draft or electronic funds transfer, in lawful money of the United States of America, as may be agreed in the Representations Letter; and if the Bonds are in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the address of such registered owner as it appears on the Bond Register or at such other address as may be furnished in writing to the Bond Registrar. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The principal of the Bonds shall be payable upon presentation at the office designated for such purpose of the Bond Registrar.

Section 5. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds bearing the same rate of interest. Upon initial issuance, the ownership of each such Bond shall be registered in

the Bond Register in such name as may be provided by the Depository (the "Book Entry Owner") and, accordingly, in Book Entry Form as provided and defined herein. One of the Designated Officers is authorized to execute a Representations Letter or to utilize the provisions of an existing Representations Letter. Without limiting the generality of the authority given with respect to entering into a Representations Letter for the Bonds, it may contain provisions relating to: (a) payment procedures; (b) transfers of the Bonds or of beneficial interests therein; (c) redemption notices and procedures unique to the Depository; (d) additional notices or communications; and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, neither the Village nor the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, neither the Village nor the Bond Registrar shall have any responsibility or obligation with respect to: (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as expressly provided in the Representations Letter, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that: (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein or in the Representations Letter; (b) the agreement among the Village and the Depository evidenced by the Representations Letter shall be terminated for any reason; or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds; the Village shall notify the Depository of the availability of Bond certificates, and such Bonds shall no longer be restricted to being registered in the Bond Register to the Book Entry Owner. The Village may determine at such time that such Bonds shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such successor depository, then such Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 6. Execution; Authentication. The Bonds shall be signed by the manual or duly authorized facsimile signatures of the Mayor and the Village Clerk and may have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer

whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Bond Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Redemption.

A. *Mandatory Redemption.* If so provided in the Bond Order, any Bonds may be issued as Term Bonds and be subject to mandatory redemption by operation of the Bond Fund, at a price of par, without premium, plus accrued interest to the date fixed for redemption, on such date of each year as may be provided in the Bond Order (the "Mandatory Redemption Date") and in the amounts and subject to such provisions as shall be set forth in the Bond Order. Bonds subject to mandatory redemption shall be deemed to become due on the Mandatory Redemption Dates except for any remainder to be paid at maturity. The Village covenants that it will redeem any Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

The principal amount of Bonds to be mandatorily redeemed on the Mandatory Redemption Date may be reduced through the earlier optional redemption thereof. In addition, on or prior to the 60th day preceding the Mandatory Redemption Date, the Bond Registrar may, and if directed by the Village shall, purchase Bonds required to be retired on the Mandatory Redemption Date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on the Mandatory Redemption Date.

B. *Optional Redemption.* If so provided in the Bond Order, any Bonds may be subject to redemption prior to maturity at the option of the Village, in whole or in part on any date, at such times and at such optional redemption prices as may be provided in the Bond Order. If less than all of the Outstanding Bonds are to be optionally redeemed, the Bonds may be called in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar).

C. *General Redemption Terms.* The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. The Village shall, at least 30 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. The Bonds subject to mandatory redemption shall be called by the Bond Registrar for redemption without any further action of the Village. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions thereof to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions thereof selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedures. The Bonds subject to redemption shall be identified, notice given, paid and redeemed pursuant to the procedures as follows:

A. *Mandatory Redemption Procedure.* For a mandatory redemption, the Bond Registrar and Paying Agent shall proceed to redeem Bonds without any further order or direction from the Village whatsoever.

B. *Optional Redemption Procedure.* Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail or e-mail at least 30 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All notices of redemption shall state:

(1) the redemption date;

(2) the redemption price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Paying Agent; and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall be given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Subject to the provisions for a conditional optional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions thereof shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion thereof so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Registration of Bonds; Persons Treated as Owners. The Village shall cause the Bond Register for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office designated for such purpose of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and

exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office designated for such purpose of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of Authorized Denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of the Bonds and maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his (her) legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 10. Form of Bond. The Bonds shall be in substantially the following form:

REGISTERED NO. **REGISTERED $**

UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK
VILLAGE OF CRESTWOOD
GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2020A

Interest Rate: % Maturity Date: Dated Date:

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Crestwood, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above on June 15 and December 15 each year, commencing _____, until said Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may be and become applicable hereto. The principal and interest on this Bond is payable in lawful money of the United States of America and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Village Treasurer (the "Bond Registrar" and "Paying Agent"), at the close of business on the Record Date and shall be paid by check or draft of the Paying Agent, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book entry only form as provided for same. "Record Date" means the first day of the month of any regular or other interest payment date occurring on the fifteenth day of that month and the fifteenth day preceding any interest payment date occasioned by the redemption of Bonds on other than the fifteenth day of a month.

The Bonds are payable from: (a) all collections distributed to the Village from all distributions under Section 2 of the State Revenue Sharing Act (30 ILCS 115/2) from the Local Government Distributive Fund (30 ILCS 115/1) of Income Tax amounts paid into the Local Government Distributive Fund in accordance with subsection (b) of Section 901 of the Illinois Income Tax Act (35 ILCS 5/901(b)) payable by the State of Illinois to or upon the order of the Village, or successor or substitute taxes therefor as provided by law in the future (collectively, the "Pledged Revenues"); and (b) *ad valorem* taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the "Pledged Taxes"), pledged hereunder by the Village as security for the Bonds (the Pledged Revenues and the Pledged Taxes are collectively the "Pledged Moneys").

[Mandatory redemption and optional redemption provisions, as applicable, to be inserted here.]

[Notice of any optional redemption shall be sent by first class mail or e-mail not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

This Bond is one of the Bonds issued by the Village to pay for the costs of the Refunding, all as authorized pursuant to the provisions of Illinois law, including, specifically, the Illinois Municipal Code, as amended; the Omnibus Bond Acts, as amended; the Local Government Debt Reform Act, as amended; and under Ordinance No. 2539, duly passed by the Board of Trustees on January 16, 2020 authorizing the Bonds (the "Bond Ordinance") as supplemented by a Bond Order executed by the Mayor.

The Bonds are secured by the general obligation of the Village for the payment of which the Village in the Bond Ordinance has pledged its full faith and credit and levied *ad valorem* taxes, unlimited as to rate or amount, upon all taxable property within the Village sufficient to pay the principal and interest thereon. The Village reserves the right to issue Additional Bonds, as allowed by the Debt Reform Act, on a parity basis with the Bonds.

The Bonds shall initially be issued in a Global Book-Entry System (as provided in the Bond Ordinance). The provisions of this Bond and of the Bond Ordinance are subject in all respects to the provisions of the Representations Letter between the Village and The Depository Trust Company, or any substitute agreement, affecting such Global Book-Entry System.

The Village and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of the principal of or interest thereon, and for all other purposes whatsoever; all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and neither the Village nor the Bond Registrar shall not be affected by any notice to the contrary. This Bond may be transferred or exchanged, but only in the manner, subject to the limitations and upon payment of the charges as set forth in the Bond Ordinance.

This Bond shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds shall have been paid from the Limited Incremental Property Taxes for a complete fiscal year.

The Village has designated each of the Bonds as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

It is hereby certified and recited that all acts, conditions, and things required to be done, precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of all Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Crestwood, Cook County, Illinois, by its Board of Trustees, has caused this Bond to be signed by the duly authorized manual or facsimile signatures of the Mayor and the Village Clerk, all as appearing hereon and as of the Dated Date as identified above.

Mayor

Village Clerk

Date of Authentication: 1/16/2020

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar
and Paying Agent: Village Treasurer
Crestwood, Illinois

This Bond is one of the bonds issued in the within mentioned Bond Ordinance.

By _____
Authorized Signatory

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Village or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede &Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____
(Name and Address and Social Security or other identifying number of Assignee)
the within Bond and does hereby irrevocably constitute and appoint _____
as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____
Signature of Assignee

Signature guaranteed: _____

NOTICE: The signature to this assignment and transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 11. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in this Ordinance, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Applicable Law.

Section 12. Sale of Bonds. The Mayor is hereby authorized to proceed, without any further authorization or direction from the Board of Trustees, to sell and deliver the Bonds to the Purchaser as herein provided at the purchase price provided for in the Bond Purchase Agreement (the "Bond Purchase Agreement"). The Designated Officers and any other officers of the Village as shall be appropriate shall be and are hereby authorized and directed to approve or execute such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Order, the Bond Purchase Agreement and closing documents including such certification and documentation as may be required by bond counsel, including, specifically, a tax compliance agreement, to render their opinion as to the Tax-Exempt status of the interest on the Bonds. It is hereby found that no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the sale of the Bonds.

The Bond Purchase Agreement, substantially in the form as approved for execution by the Village Attorney, is hereby in all respects authorized and approved. The Mayor or Village Administrator is hereby authorized to execute the same, and the execution shall constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of the Bonds, the Mayor shall prepare the Bond Order which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Board of Trustees at the next public meeting thereof.

In the event that it would be economically advantageous for the Village to acquire a Municipal Bond Insurance Policy for the Bonds, the Village hereby authorizes and directs the Mayor to obtain such an insurance policy. The acquisition of a Municipal Bond Insurance Policy is hereby deemed economically advantageous if the difference between the present value cost of: (a) the total debt service on the Bonds if issued without municipal bond insurance; and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the Municipal Bond Insurance Policy.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "Official Statement") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Bond Purchase Agreement, this Ordinance, the Bond Order, the Preliminary Official Statement, the Official Statement and the Bonds. The Mayor or the Village Clerk are hereby each authorized to designate the Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Section 13. Security; Tax Levy, Bond Fund and Abatement. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the taxes on all of the taxable property in the Village, without limitation as to rate or amount, in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity (the "Pledged Taxes"). For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax sufficient for that purpose. The Mayor is hereby directed to file with the County Clerk as part of the Bond Order, a levy of taxes upon all taxable property in the Village in addition to all other taxes, a direct annual tax in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity. It shall be the duty of said County Clerk to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general and special purposes, in order to raise the respective amounts aforesaid and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general and special purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated the "Series 2020A Bond Fund" (the "Bond Fund"), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal and interest on the Bonds.

Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed from the Pledged Taxes when the same shall be collected.

The Village covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remains Outstanding, except as herein otherwise specifically provided, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund. To the extent that the Village has funds (including the Pledged Revenues) available on March 31, 2020, and on the 31st day of each March thereafter, to timely pay the principal and interest on the Bonds on the ensuing June 15 and December 15, a Designated Officer is hereby authorized to abate the tax levy for the Bonds for the applicable tax year by filing a certificate of abatement with the County Clerk.

Section 14. Alternate Revenue Source; Pledged Revenues. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the Village covenants and agrees with the Purchaser and the owners of the Bonds that the Village will appropriate moneys lawfully available in the general corporate fund annually in such amounts and in a timely manner so as to provide for the payment of the Bonds. The Pledged Revenues shall be transferred or deposited into the Bond Fund. The Pledged Revenues are hereby pledged to the payment of the Bonds, and the Board of Trustees covenants and agrees to provide for, appropriate, collect and apply the Pledged Revenues to the payment of the Bonds. The Village is authorized to issue from time to time Additional Bonds payable from the Pledged Revenues, as permitted by the Debt Reform Act, and to determine the lien priority of any such obligations.

Section 15. General Covenants. The Village covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain Outstanding, as follows:

A. The Village will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

B. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

C. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys and the Bond Fund.

D. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

E. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

F. As long as any Bonds are Outstanding, the Village will deposit the Pledged Taxes to the Bond Fund. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village: (i) to allocate or collect the Pledged Revenues (including any reduction in the rate thereof); (ii) to levy the Pledged Taxes; or (iii) to collect and to segregate the Pledged Moneys. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues can be allocated and collected, that the Pledged Taxes can be levied and extended, and that the Pledged Taxes may be collected and deposited into the Bond Fund as provided herein.

G. The Bonds shall be and forever remain, until paid or defeased, a general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, both from the Pledged Revenues, as herein provided, and from the levy of the Pledged Taxes, all as provided in the Reform Act.

Section 16. Creation of Proceeds Funds; Appropriation. The Proceeds Fund is hereby created for the Bonds which shall consist of the Expense Account and the Refunding Account. Bond proceeds and other funds of the Village as noted are hereby appropriated and shall be deposited for use as follows:

A. Accrued interest, if any, and capitalized interest, if any, on the Bonds shall be used to pay the first interest due on the Bonds and to such end are hereby appropriated for such purpose and ordered to be deposited into the Bond Fund.

B. The amount necessary from the proceeds of the Bonds is hereby appropriated for and shall be used to pay costs of issuance of the Bonds; and shall be deposited into a separate account, hereby created, designated as the Expense Account. Any disbursement from such account shall be made from time to time as necessary. Any excess in the Expense Account shall be deposited into the Bond Fund after 30 days from the date of issuance of the Bonds. At the time of

issuance of the Bonds, the costs of issuance may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

C. The amount necessary from the proceeds of the Bonds and any amount available in prior debt service funds for the Prior Bonds is hereby appropriated for, and shall be used to pay for the costs of the Refunding; and shall be deposited into a separate account, hereby created, designated as the Refunding Account. The amount used for the Refunding may be wired directly from the closing on the Bonds to the paying agent on the Refunded Bonds. The Refunding Account may be maintained in an escrow account (the "Escrow Account"), with an escrow agent, pursuant to an escrow agreement hereby authorized for the purpose of paying the principal of, premium, if any, and interest as provided above.

Section 17. Call of the Refunded Bonds. In accordance with the redemption provisions of the Prior Bond Ordinance, the Village hereby makes provision for the payment of and does hereby call (subject only to the delivery of the Bonds), the Refunded Bonds for redemption and payment prior to maturity on such date as determined by the Mayor.

Section 18. Defeasance of the Bonds. Bonds which are no longer Outstanding shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein. Bonds may be defeased pursuant to the provisions of the Local Government Defeasance of Debt Law (50 ILCS 415/0.01, *et seq.*).

Section 19. General Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "IRS") of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such examination.

The Village also agrees and covenants with the Purchaser and holders of the Bonds from time to time Outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-Exempt status of the Bonds.

The Board of Trustees hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the Designated Officers, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be Tax-Exempt. In furtherance therewith, the Village further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by the Designated Officers, to employ and pay fiscal agents, municipal advisors, attorneys, and other persons to assist the Village in such compliance.

Section 20. Not Private Activity Bonds. The Bonds are not "private activity bonds" as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. No direct or indirect payments were or are to be made on the Bonds (or the Prior Bonds) with respect to any private business use by any person other than a state or local governmental unit.

B. None of the proceeds of the Bonds (or the Prior Bonds) were or are to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

Section 21. Qualified Tax-Exempt Obligations. The Village hereby deems as designated the Bonds used to currently refund the Prior Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code, as the weighted average maturity of the Bonds used to currently refund the Prior Bonds does not exceed the weighted average maturity of the Refunded Bonds. To the extent that the Bonds do not qualify as being deemed designated, the Bonds are hereby designated as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

Section 22. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver a continuing disclosure undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Continuing Disclosure Undertaking"). When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provisions of this Ordinance, the

sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 23. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance and other documents executed by the Village which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law need not be complied with if the Village receives an opinion of nationally recognized bond counsel that any such provision is unnecessary to preserve the exemption from federal taxation.

Section 24. Registered Form. The Village recognizes that Section 149(j) of the Code, as amended, requires the Bonds to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Bonds are delivered. The Village will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 25. Ordinance to Constitute a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds. Any pledge made in this Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Village shall be for the equal benefit, protection and security of the owners of the Bonds. Each of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full authority for the issuance of the Bonds.

Section 26. Amendments of and Supplements to the Ordinance.

A. *Without Consent of Bondholders.* The Village may amend or supplement this Ordinance or the Bonds without notice to or consent of any Bondholder:

(1) to cure any ambiguity, inconsistency or formal defect or omission;

(2) to grant for the benefit of the Bondholders additional rights, remedies, powers or authority;

(3) to provide for additional collateral for the Bonds or to add other agreements of the Village;

(4) to modify this Ordinance or the Bonds to permit qualifications under the Trust Indenture Act of 1939 or any similar Federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; or

(5) to make any change (including, but not limited to, a change to reflect any amendment to the Code or interpretations by the IRS of the Code) that does not materially adversely affect the rights of any Bondholder.

B. *With Consent of Bondholders.* If an amendment of or supplement to this Ordinance or the Bonds without any consent of Bondholders is not permitted by the preceding paragraph, the Village may enter into such amendment or supplement upon not less than 30 days, notice to Bondholders and with the consent of the holders of at least a majority in principal amount of the Bonds then Outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may:

(1) extend the maturity of the principal of, or interest on, any Bond;

(2) reduce the principal amount of, or rate of interest on, any Bond;

(3) affect a privilege or priority of any Bond over any other Bond;

(4) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement;

(5) impair the exclusion of interest on the Bonds from the federal gross income of the owner of any Bond; or

(6) eliminate any mandatory redemption of the Bonds or call for mandatory redemption or reduce the redemption price of such Bonds.

So long as the Bond Insurance Policy securing all of the Outstanding Bonds is in effect, the Bond Insurer shall be deemed to be the registered owner of the Bonds secured thereby for the purpose of amending, modifying or supplementing this Ordinance, provided, however, the Bond Insurer shall not be deemed the registered owner of the Bonds with respect to any amendment or supplement described in clauses (1) through (6) of the preceding paragraph.

C. *Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Bondholder. For purposes of determining the total number of Bondholders' consents, each Bondholder's consent will be effective with respect to the Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting holder's Bond.

D. *Notation on or Exchange of Bonds.* If an amendment or supplement changes the terms of the Bond, the Village may require the holder to deliver it to the Bond Registrar. The Bond Registrar may place an appropriate notation on the Bond about the changed terms and return it to the holder. Alternatively, if the Bond Registrar and the Village determine, the Village in exchange for the Bond will issue and the Bond Registrar will authenticate a new Bond that reflects the changed terms.

Section 27. Issuance of Additional Bonds. Notwithstanding any provision of this Ordinance, the Village may issue other bonds and incur other obligations on a parity basis with the Bonds or on a subordinate basis to the Bonds, without the consent of or notice to the holders of the Outstanding Bonds, as permitted by the Debt Reform Act, and to determine the lien priority of any such obligations.

Section 28. Municipal Bond Insurance. Build America Mutual Assurance Company, New York, New York, has issued its Commitment to Issue Financial Guaranty Insurance Policy in connection with the issuance of the Bonds. It is hereby expressly provided that said Commitment be attached to the Ordinance and incorporated therein as provided therein and that the Village accepts the terms and conditions thereof. The following language shall be printed on the Bonds:

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Village Treasurer, Crestwood, Illinois, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy, and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Bond Ordinance, at laws or in equity.

Section 29. Tax Levy for Refunded Bonds. The Designated Officers are hereby authorized to file a certificate of abatement with the Cook County Clerk abating the tax levy for the Refunded Bonds.

Section 30. Approval of Financing Participants. The selection and retention of: (a) Louis F. Cainkar, Ltd., to serve as Bond Counsel; (b) Ice Miller, LLP, to serve as Disclosure Counsel; (c) Sosin Arnold & Schoenbeck Ltd., to serve as Issuer's Counsel; (d) Hutchinson, Shockey, Erley & Co., to serve as Underwriter; (e) Build America Mutual Assurance Company, to serve as Bond Insurer; and (e) all other participants required to sell the Bonds, including, but not limited to, paying agent, bidding agent, verification agent, bond registrar, escrow agent, municipal advisor, rating agency, printers, and security services, all in connection with the issuance of the Bonds, is hereby ratified, confirmed and approved. The Mayor is hereby authorized to execute agreements with all of the financing participants on behalf of the Village.

Section 31. Supplemental Documents. The Designated Officers are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

Section 32. Severability and Repealer. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 33. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 16th day of January, 2020.

Ayes: 6 Nays: 0 Absent: 0

Trustees: Flynn
Benigno
Pieroth
Madlener
McInerney
Wasag

CATHERINE M. JOHNSON, Village Clerk

Approved by me the 16th
day of January, 2020.

LOUIS PRESTA, Mayor

Attested and filed in my office
this 16th day of January, 2020.

CATHERINE M. JOHNSON, Village Clerk

ORDINANCE NO. 2540

AN ORDINANCE PROVIDING FOR THE ISSUE OF NOT TO EXCEED $6,000,000 TAXABLE GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2020B, OF THE VILLAGE OF CRESTWOOD, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS

WHEREAS, the Village of Crestwood, Cook County, Illinois (the "Village"), operates in accordance with the provisions of the Illinois Municipal Code (65 ILCS 5/1-1, *et seq.*), the Omnibus Bond Acts (5 ILCS 70/8), the Non-Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1.3), the Non-Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-1.4), and the Local Government Debt Reform Act (30 ILCS 350/1, *et seq.*) (collectively, the "Act"); and

WHEREAS, the Mayor and Board of Trustees (the "Board of Trustees") have considered and determined that it is advisable, necessary and in the best interest of the Village to construct and pay for certain redevelopment project costs in the Route 83 Redevelopment Project Area (including reimbursements to the Village for such costs) (the "Project"); and

WHEREAS, the estimated costs of the Project, including legal, financial, underwriting, capitalized interest, bond discount, printing and publication costs, and other expenses is not less than $6,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, it is necessary and for the best interests of the Village that the Project be undertaken and in order to finance the cost thereof, it will be necessary for the Village to borrow not to exceed $6,000,000 and in evidence thereof to issue alternate bonds (the "Alternate Bonds"), being taxable general obligation bonds payable from collections distributed to the Village from those taxes imposed pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future, as authorized to be issued at this time pursuant to the Local Government Debt Reform Act, as amended (the "Reform Act"); and

WHEREAS, if the above-mentioned revenue sources are insufficient to pay the Alternate Bonds, *ad valorem* property taxes upon all taxable property in the Village without limitation as to rate and amount are authorized to be extended to pay the principal of and interest on the Alternate Bonds; and

WHEREAS, the Board of Trustees, on September 5, 2019, passed Ordinance No. 2514 (the "Authorizing Ordinance"), authorizing the issuance of taxable general obligation bonds (alternate revenue source) payable from the Pledged Revenues as provided in the Reform Act in an amount not to exceed $6,000,000 for the Project; and

WHEREAS, on September 8, 2019, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Daily Southtown*, being a newspaper published in and of general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice has heretofore been presented to the Board of Trustees and made a part of the permanent records of the Village; and

WHEREAS, no petition has ever been filed with the Village Clerk requesting that the question of the issuance of the Bonds for the Project be submitted to referendum; and

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Reform Act; and

WHEREAS, the Board of Trustees has been authorized to issue the Bonds to pay the cost of the Project to the amount of $6,000,000 in accordance with the provisions of the Reform Act and the Authorizing Ordinance; none of such bonds have heretofore been issued by the Village; and the Board of Trustees hereby determines that it is necessary and advisable that there be issued at this time $6,000,000 of the authorized amount; and

WHEREAS, the Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, as herein defined; and

WHEREAS, the Board of Trustees hereby determines that the Pledged Revenues constitute a governmental revenue source as defined in the Reform Act and will provide in each year to final maturity of the proposed Bonds an amount not less than 1.10 times debt service of the proposed Bonds, said series of bonds being the only series of alternate bonds payable from the Pledged Revenues; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by reference to the most recent audit of the Village for the fiscal year ending April 30, 2019 by Hearne & Associates, P.C., such fiscal year ending not earlier than 18 months previous to the time of issuance of the Alternate Bonds; and

WHEREAS, notice of a public hearing set for October 3, 2019 (the "Hearing") pursuant to the Bond Issue Notification Act was given on September 26, 2019 by publication at least once not less than 7 nor more than 30 days before the public hearing by publication in the *Daily*

Southtown, the same being a newspaper of general circulation in the Village and was posted at least 48 hours prior to the Hearing at the principal office of the Village; and

WHEREAS, the Hearing was held on October 3, 2019, and at the Hearing, the Board of Trustees explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on October 3, 2019 and not less than 7 days have passed since the final adjournment of the hearing; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "Tax Limitation Law"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the Village, but provides that the definition of "aggregate extension" contained in Section 18-185 of the Tax Limitation Law does not include extensions "made for payments of principal and interest on bonds issued under Section 15 of the Local Government Debt Reform Act;" and

WHEREAS, the County Clerk of Cook County, Illinois (the "County Clerk") is therefore authorized to extend and collect said direct annual *ad valorem* tax so levied for the payment of the Bonds for the Project without limitation as to rate or amount;

NOW, THEREFORE, Be It Ordained by the Mayor and Board of Trustees of the Village of Crestwood, Cook County, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings assigned them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

"Additional Bonds" means any alternate bonds issued in the future in accordance with the provisions of the Reform Act on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

"Authorized Denominations" means $5,000 and integral multiples of $5,000, unless otherwise set forth in the Bond Order.

"Board of Trustees" means the Mayor and Board of Trustees.

"Bond Fund" means the Bond Fund created in Section 12 of this Ordinance.

"Bond Order" means that certain bond order, to be executed by the Mayor, setting forth certain details of the Bonds as provided in this Ordinance.

"Bond Purchase Agreement" is described in Section 11 of this Ordinance.

"Bond Register" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"Bond Registrar" means the Village Treasurer, or as named in the Bond Order.

"Bonds" or *"Series 2020B Bonds"* means one or more, as applicable, of the not to exceed $6,000,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B authorized to be issued by this Ordinance.

"Book Entry Form" means the form of the Bonds as fully registered and available in physical form only to the Depository.

"Business Day" means any day other than a day on which banks in Chicago, Illinois are required to be closed.

"Code" means the Internal Revenue Code of 1986, as amended.

"County Clerk" means the County Clerk of Cook County, Illinois.

"Defeasance Obligations" means any authorized investment of public funds as permitted by the Public Funds Investment Act (30 ILCS 235/0.01, *et seq.*).

"Depository" means The Depository Trust Company or successor depository duly qualified to act as a securities depository and acceptable to the Village.

"Designated Officers" mean the officers of the Village as follows: Mayor, Village Clerk, and Village Treasurer.

"Expense Account" means the account in the Proceeds Fund established hereunder and further described by Section 14 of this Ordinance.

"Fiscal Year" means that twelve-calendar month period beginning on the first day of May of any calendar year and ending on the last day of April of the next succeeding calendar year.

"Global Book-Entry System" means the system for the initial issuance of the Bonds as described in Section 6.

"Illinois Municipal Code" means the Illinois Municipal Code (65 ILCS 5/1-1, *et seq.*), as supplemented and amended.

"Ordinance" or *"Bond Ordinance"* means this Ordinance No. 2540 passed by the Board of Trustees on the 16th day of January, 2020 and approved that date by the Mayor.

"Outstanding" when used with reference to the Bonds and Additional Bonds means such of those bonds which are outstanding and unpaid: provided, however, such term shall not include any of the Bonds or Additional Bonds: (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon; or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, or other obligations unconditionally guaranteed as to timely payment by the United States Treasury or the Federal Deposit Insurance Corporation, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest on such Bonds or Additional Bonds.

"Paying Agent" means the Village Treasurer, or as named in the Bond Order.

"Pledged Moneys" means the Pledged Revenues and the Pledged Taxes, as all of such terms are defined herein.

"Pledged Revenues" means, ratably and equally with the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2016 and the General Obligation Bonds (Alternate Revenue Source), Series 2016B, all collections distributed to the Village from those taxes imposed pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future, which are pledged as security for payment of the Bonds.

"Pledged Taxes" means the *ad valorem* taxes levied against all of the taxable property in the Village without limitation as to rate or amount, pledged hereunder by the Village as security for the Bonds.

"Proceeds Fund" means the Proceeds Fund created in Section 14 of this Ordinance and consists of the Project Account and the Expense Account.

"Project" means the Project as described and defined in the Preambles of this Ordinance.

"Project Account" means the account in the Proceeds Fund established hereunder and further described by Section 14 of this Ordinance.

"Purchase Price" means the price to be paid by the Purchaser for the Bonds as set forth in the Bond Purchase Agreement.

"Purchaser" means Hutchinson, Shockey, Erley & Co., Chicago, Illinois.

"Record Date" means the first day of the month of any regular or other interest payment date occurring on the fifteenth day of any month and the fifteenth day preceding any interest payment date occasioned by the redemption of Bonds on other than the fifteenth day of a month.

"Reform Act" means the Local Government Debt Reform Act (30 ILCS 350/1, *et seq.*), as amended.

"Representations Letter" means such agreement or agreements by and among the Village, the Bond Registrar, and the Depository as shall be necessary to effectuate a book-entry system for the Bonds, and includes the Blanket Letter of Representations executed by the Village and the Depository.

"Rule" means Rule 15c2-12 as promulgated by the Securities and Exchange Commission, as amended.

"Stated Maturity" means, with respect to any Bond, the date specified in such Bond as the fixed date on which the principal of such Bond or such interest is due and payable, whether by maturity or otherwise.

"Term Bonds" means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as Term Bonds in the Bond Order.

"Village" means the Village of Crestwood, Cook County, Illinois.

Definitions may also appear in the Preambles hereto or in specific sections, as appear below.

Section 2. Incorporation of Preambles. The Board of Trustees hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 3. Authorization to Issue Bonds. It is hereby found and determined that the Village has been authorized by law to borrow the sum of not to exceed $6,000,000 upon the credit of the Village and as evidence of such indebtedness to issue taxable general obligation bonds (alternate revenue source) of the Village to said amount, the proceeds to be used for the purpose of paying the cost of the Project, and it is necessary and in the best interests of the Village that there be issued at this time an amount not to exceed $6,000,000 of the Bonds so authorized.

Section 4. Bond Details. There be borrowed on the credit of and for and on behalf of the Village an amount not to exceed $6,000,000 for the purpose aforesaid; and that the Bonds shall be issued to said amount and shall be designated "Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B" and with such other series designation as set forth in the Bond Order (as hereinafter defined). The Bonds shall be dated such date, as set forth in the Bond Order, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $5,000 each or authorized integral multiples thereof (unless otherwise set forth in the Bond Order) (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to option of prior redemption as hereinafter set forth) on the dates, in the amounts and bearing interest per annum as set forth in the Bond Order. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually, commencing with the first interest payment date as set forth in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be signed by the manual or duly authorized facsimile signature of the Mayor and Village Clerk, and the seal of the Village may be affixed thereto or printed thereon. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar,

which is hereby constituted and appointed the registrar of the Village. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the first day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 6. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("Cede"), as nominee of The Depository Trust

Company, New York, New York, and its successors and assigns ("DTC"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Designated Officers and the Bond Registrar are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 4 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the first day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that: (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter; (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated

for any reason; or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5 hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Redemption. (a) *Optional Redemption.* All or a portion of the Bonds, if any, indicated in the Bond Order shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of $5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Order, and on any date thereafter, at the redemption price as provided in the Bond Order.

(b) *Mandatory Redemption.* The Term Bonds maturing on the date or dates, if any, indicated in the Bond Order shall be subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, if any, and in the principal amounts, if any, as indicated in the Bond Order. The Term Bonds subject to mandatory redemption shall be deemed to become due on the mandatory redemption dates except for any remainder to be paid at maturity. The Village covenants that it will redeem any Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

The principal amounts of Term Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Term Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Village, shall purchase Term Bonds required to be retired on such mandatory redemption date. Any such Term Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. The Village shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. The Bonds subject to mandatory redemption shall be called by the Bond Registrar without any further action of the Village. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedures. (a) *Optional Redemption Procedure.* Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

(b) *Mandatory Redemption Procedure.* For a mandatory redemption, the Bond Registrar and Paying Agent shall proceed to redeem the Term Bonds without any further notice, order, or direction from the Village whatsoever.

Section 9. Form of Bond. The Bond shall be in substantially the following form:

REGISTERED NO. **CUSIP** **REGISTERED $**

UNITED STATES OF AMERICA-STATE OF ILLINOIS-COUNTY OF COOK
VILLAGE OF CRESTWOOD
TAXABLE GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE), SERIES 2020B

Interest Rate: % Final Maturity Date: Dated Date:

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Crestwood, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 15 and December 15 each year, commencing _____, until said Principal Amount is paid. The principal and interest on this Bond is payable in lawful money of the United States of America and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Village Treasurer (the "Bond Registrar" and "Paying Agent"), at the close of business on the Record Date and shall be paid by check or draft of the Paying Agent, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book entry only form as provided for same. "Record Date" means the first day of the month of any regular or other interest payment date occurring on the fifteenth day of that month and the fifteenth day preceding any interest payment date occasioned by the redemption of Bonds on other than the fifteenth day of a month.

[Insert mandatory or optional redemption provisions.]

This Bond is one of a series issued by the Village to pay the costs of the Project as described in Ordinance No. 2540 passed January 16, 2020 (the "Bond Ordinance"), pursuant to and in all respects in compliance with the provisions of the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois (the "Reform Act"), and all laws amendatory thereof and supplemental thereto. Reference is hereby expressly made to the Bond Ordinance for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

This Bond is an "alternate bond" issued pursuant to Section 15 of the Reform Act and is also secured by a pledge of the Pledged Revenues to the extent and in the manner provided in the Reform Act and the Bond Ordinance. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds; provided however, that no Additional Bonds shall be issued except in accordance with the provisions of the Reform Act.

The Bonds are payable from: (a) ratably and equally with the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2016 and the General Obligation Bonds (Alternate Revenue Source), Series 2016B, all collections distributed to the Village from those taxes imposed pursuant to the Non-Home Rule

Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future (the "Pledged Revenues"); and (b) *ad valorem* taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the "Pledged Taxes"), pledged hereunder by the Village as security for the Bonds (the Pledged Revenues and the Pledged Taxes are collectively the "Pledged Moneys").

This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Crestwood, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bonds are issued in fully registered form in the denomination of $5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the Record Date of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bond, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year.

It is hereby certified and recited that all acts, conditions, and things required to be done, precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of all Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity or upon mandatory redemption; and that the Village hereby covenants and agrees that it will properly account for the Pledged Moneys. For the prompt payment of this Bond, both principal and interest at maturity or upon mandatory redemption, the full faith, credit and resources of the Village, are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Crestwood, Cook County, Illinois, by its Board of Trustees, has caused this Bond to be signed by the duly authorized manual or facsimile signatures of the Mayor and Village Clerk of said Village, all as appearing hereon and as of the Dated Date as identified above.

Mayor

Village Clerk

Date of Authentication: 1/16/2020

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar
and Paying Agent: Village Treasurer
Crestwood, Illinois

This Bond is one of the Bonds described in the within mentioned Bond Ordinance.

By _____
Authorized Signatory

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Village or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede &Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____
(Name and Address and Social Security or other identifying number of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____
Signature of Assignee

Signature guaranteed: _____

NOTICE: The signature to this assignment and transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in this Ordinance, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Applicable Law.

Section 11. Sale of the Bonds. The Mayor is hereby authorized to proceed, without any further authorization or direction from the Board of Trustees, to sell and deliver the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Order as may be, and thereupon be deposited with the Village Treasurer, and, after authentication thereof by the Bond Registrar, be by said Village Treasurer delivered to the Purchaser, upon receipt of the purchase price therefor, the same being not less than par (exclusive of original issue discount, if any, plus premium, if any) plus accrued interest to the date of delivery, if any, it being found to determine that the sale of the Bonds to the Purchaser is in the best interest of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the sale of the Bonds to the Purchaser. The Purchaser is authorized to pay the costs of issuance of the Bonds and to receive a credit against the Purchase Price of the Bonds therefor.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Order, the Designated Officers shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the Village and the Purchaser (the "Bond Purchase Agreement"). Prior to the execution and delivery of the Bond Purchase Agreement, the Mayor shall find and determine that no person holding any office of the Village either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement.

The Bond Order shall be entered into the records of the Village and made available to the Board of Trustees at the next regular meeting thereof; but such action shall be for information purposes only, and the Board of Trustees shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Order.

In the event that it would be economically advantageous for the Village to acquire a Municipal Bond Insurance Policy for the Bonds, the Village hereby authorizes and directs the Mayor to obtain such an insurance policy. The acquisition of a Municipal Bond Insurance Policy is hereby deemed economically advantageous if the difference between the present value cost of: (a) the total debt service on the Bonds if issued without municipal bond insurance; and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the Municipal Bond Insurance Policy.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "Official Statement") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Bond Purchase Agreement, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 12. Series 2020B Bond Fund. There is hereby created a special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the "Village of Crestwood Series 2020B Bond Fund" (the "Bond Fund"). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Moneys for any of the Bonds. All payments with respect to the Bonds shall he made directly from the Bond Fund. There are hereby created two accounts of the Bond Fund, designated the Pledged Revenues Account and the Pledged Taxes Account. All Pledged Revenues to be applied to the payment of the Bonds shall be deposited to the credit of the Pledged Revenues Account and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. The Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance.

Any Pledged Taxes received by the Village shall promptly be deposited into the Pledged Taxes Account of the Bond Fund. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account of the Bond Fund.

Section 13. Investments. Moneys on deposit in and to the credit of the Bond Fund shall be invested by the Village Treasurer, but only in investments permitted by Illinois law. Such investments shall mature or be subject to redemption at the option of the holder thereof prior to the time when needed and may be sold from time to time by the Village Treasurer as funds may be needed for the purpose for which said subaccount has been created. Moneys in the Bond Fund shall be invested by the Village Treasurer.

Section 14. Use of Bond Proceeds; Proceeds Fund; Project Account; Expense Account. From the amounts received upon sale of the Bonds, all principal proceeds shall be deposited into a special fund to be designated "Village of Crestwood Series 2020B Proceeds Fund" (the "Proceeds Fund"), hereby created, and disbursements shall be made from the Proceeds Fund only for payment of costs of the Project and expenses of issuance of the Bond or otherwise incidental to the Bond or such Project, and for which the principal proceeds are hereby appropriated. The Proceeds Fund shall consist of the Project Account and the Expense Account.

A. Accrued interest, if any, and capitalized interest, if any, received by the Village upon the sale of the Bonds shall be remitted by the Village Treasurer for deposit into the Bond Fund, and be used to pay first interest coming due on the Bonds.

B. The Village shall then allocate from the Bond proceeds the sum necessary for expenses incurred in the issuance of the Bonds which shall be deposited into an "Expense Account" to be maintained by the Village Treasurer and disbursed for such issuance expenses from time to time in accordance with usual Village procedures for the disbursement of funds, which disbursements are hereby expressly authorized. Moneys not disbursed from the Expense Account within 30 days shall be transferred by the Village for deposit in the hereinafter described Project Account, and any deficiencies in the Expense Account shall be paid by disbursement from the Project Account.

C. The balance of the proceeds of the Bonds, are hereby appropriated for, and shall be used to pay for the costs of the Project; and shall be deposited into the Project Account.

Section 15. Pledged Taxes; Tax Levy. The Bonds are a taxable general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the taxes on all of the taxable property in the Village, without limitation as to rate or amount in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, and as provided in Section 15 of the Reform Act, there is hereby levied upon all the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose. The Mayor is hereby directed to file with the County Clerk of Cook County, Illinois the Bond Order and this Ordinance providing that there be levied upon all of the taxable property in the Village in addition to all other taxes, a direct annual tax in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity. It shall be the duty of said County Clerk to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general and special purposes, in order to raise the respective amounts aforesaid

and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general and special purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of the Bond Fund, which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal and interest on the Bonds.

Principal or interest maturing at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the Pledged Moneys when collected.

The Village covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remains outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy and the Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

Section 16. Abatement of Pledged Taxes. As provided in the Reform Act, whenever the Pledged Revenues shall have been determined by the Village Treasurer to provide in any calendar year an amount not less than 1.10 times debt service of all outstanding Bonds in the next succeeding calendar year and whenever the Pledged Revenues have been deposited in the Bond Fund in an amount sufficient to pay debt service on all outstanding Bonds in the current calendar year, a Designated Officer may, prior to the time the Pledged Taxes levied in such calendar year are extended, direct the abatement of the Pledged Taxes, and proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 17. Pledged Revenues; General Covenants. The Village covenants and agrees with the holders of the Bonds, that, so long as any Bonds remain Outstanding:

A. The Pledged Revenues are hereby pledged to the payment of the Bonds; and the Board of Trustees covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of all of such bonds as are from time to time Outstanding Bonds and the provision of not less than an additional 0.10 times debt service thereon, all in accordance with Section 15 of the Reform Act.

B. The Village will punctually pay or cause to be paid from the Bond Fund the principal of, interest on, and premium, if any, to become due in respect to the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, or upon any such funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Project, to the Pledged Revenues and to the Bond Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than 10% of the principal amount of the Outstanding Bonds or their representatives authorized in writing.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are Outstanding, the Village will continue to deposit the Pledged Revenues and, if necessary, the Pledged Taxes to the appropriate accounts of the Bond Fund. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Moneys may be collected as provided herein and deposited into the Bond Fund.

H. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Reform Act.

Section 18. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit, from time to time, payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds; provided however, that no additional Bonds shall be issued except in accordance with the provisions of the Reform Act.

Section 19. Defeasance of the Bonds. Bonds which are no longer Outstanding shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein. Bonds may be defeased pursuant to the provisions of the Local Government Defeasance of Debt Law (50 ILCS 415/0.01, *et seq.*).

Section 20. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section(b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Continuing Disclosure Undertaking"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 21. Municipal Bond Insurance. Build America Mutual Assurance Company, New York, New York, has issued its Commitment to Issue Financial Guaranty Insurance Policy in connection with the issuance of the Bonds. It is hereby expressly provided that said Commitment be attached to the Ordinance and incorporated therein as provided therein and that the Village accepts the terms and conditions thereof. The following language shall be printed on the Bonds:

STATEMENT OF INSURANCE

> Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Village Treasurer, Crestwood, Illinois, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy

shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy, and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Bond Ordinance, at laws or in equity.

Section 22. List of Registered Owners. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 23. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the owners of the Outstanding Bonds and no changes, additions, or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Bonds.

Section 24. Amendments of and Supplements to the Ordinance. (a) *Without Consent of Bondholders.* The Village may amend or supplement this Ordinance or the Bonds without notice to or consent of any Bondholder:

(1) to cure any ambiguity, inconsistency or formal defect or omission;

(2) to grant for the benefit of the Bondholders additional rights, remedies, powers or authority;

(3) to provide for additional collateral for the Bonds or to add other agreements of the Village;

(4) to modify this Ordinance or the Bonds to permit qualifications under the Trust Indenture Act of 1939 or any similar Federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; or

(5) to make any change (including, but not limited to, a change to reflect any amendment to the Code or interpretations by the IRS of the Code) that does not materially adversely affect the rights of any Bondholder.

(b) *With Consent of Bondholders.* If an amendment of or supplement to this Ordinance or the Bonds without any consent of Bondholders is not permitted by the preceding paragraph, the Village may enter into such amendment or supplement upon not less than 30 days, notice to Bondholders and with the consent of the holders of at least a majority in principal amount of the Outstanding Bonds. However, without the consent of each Bondholder affected, no amendment or supplement may:

(1) extend the maturity of the principal of, or interest on, any Bond;

(2) reduce the principal amount of, or rate of interest on, any Bond;

(3) affect a privilege or priority of any Bond over any other Bond;

(4) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement; or

(5) eliminate any mandatory redemption of the Bonds or call for mandatory redemption or reduce the redemption price of such Bonds.

(c) *Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Bondholder. For purposes of determining the total number of Bondholders' consents, each Bondholder's consent will be effective with respect to the Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting Bondholder.

(d) *Notation on or Exchange of Bonds.* If an amendment or supplement changes the terms of the Bond, the Village may require the holder to deliver it to the Bond Registrar. The Bond Registrar may place an appropriate notation on the Bond about the changed terms and return it to the holder. Alternatively, if the Bond Registrar and the Village determine, the Village in exchange for the Bond will issue and the Bond Registrar will authenticate a new Bond that reflects the changed terms.

Section 25. Approval of Financing Participants. The selection and retention of: (a) Louis F. Cainkar, Ltd., to serve as Bond Counsel; (b) Ice Miller, LLP, to serve as Disclosure Counsel; (c) Sosin Arnold & Schoenbeck Ltd., to serve as Issuer's Counsel; (d) Hutchinson, Shockey, Erley & Co., to serve as Underwriter; (e) Build America Mutual Assurance Company, to serve as Bond Insurer; and (e) all other participants required to sell the Bonds, including, but not limited to, paying agent, bidding agent, verification agent, bond registrar, escrow agent, municipal advisor, rating agency, printers, and security services, all in connection with the issuance of the Bonds, is hereby ratified, confirmed and approved. The Mayor is hereby authorized to execute agreements with all of the financing participants on behalf of the Village.

Section 26. Supplemental Documents. The Mayor, Village Clerk and Village Treasurer are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

Section 27. Severability and Repealer. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 28. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 16th day of January, 2020.

Ayes: **6** Nays: **0** Absent: **0**

Trustees: Flynn
Benigno
Pieroth
Madlener
McInerney
Wasag

CATHERINE M. JOHNSON, Village Clerk

Approved by me the 16th
day of January, 2020.

LOUIS PRESTA, Mayor

Attested and filed in my office
this 16th day of January, 2020.

CATHERINE M. JOHNSON, Village Clerk

#936-17

DOCUMENT PREPARED BY AND AFTER RECORDING, RETURN TO:

Metropolitan Water Reclamation District
Of Greater Chicago
Law Department/Real Estate Division
100 E. Erie St.
Chicago, IL 60611
Attn:

P.I.N.s:
24-33-202-004-0000 (portion)
24-33-202-005-0000 (portion)

This space reserved for recorder's use only.

L E A S E A G R E E M E N T

(Commercial Form)

THIS INDENTURE ("Lease"), made this 15th day of June, 2017, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and the VILLAGE OF CRESTWOOD, an Illinois municipal agency with principal offices at 13840 S. Cicero Avenue , Crestwood, Illinois 60445 (hereinafter designated the "Lessee").

W I T N E S S E T H T H A T :

ARTICLE ONE

1.01 PREMISES LEASED

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the premises legally described and depicted in the plat of survey in Exhibit "A" which is attached hereto and made a part hereof, located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Cook County, Illinois and known as the eastern portion of Cal-Sag Channel Parcel 11.04 for those purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of approximately seven (7) acres of vacant real estate.

For the purposes of this Lease, the terms "Leased Premises", "Leasehold Premises", "Demised Premises," or similar terms may be used interchangeably, and shall be used synonymously

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to mean the real property which is the subject hereof and any improvements located thereon at the time of leasing or placed thereon by Lessee during the term of this Lease.

1.02 TERM OF LEASE

The term of this Lease is sixty (60) years, beginning on September 15, 2017, and ending on September 14, 2077, unless said term shall end sooner under the provisions hereof.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the Premises and authority to execute this Lease, the size of the Demised Premises, the useable areas of the Demised Premises, and building and zoning laws affecting the Demised Premises. During the Due Diligence Period (as hereafter defined), the Lessee shall (i) examine the title to the Demised Premises and Lessor's authority to enter into this Lease, the size of the Demised Premises and the useable areas of the Demised Premises, (ii) examine the building and zoning laws concerning the Demised Premises and obtain all required governmental approvals, including without limitation, the negotiation of a redevelopment agreement with the Village of Crestwood (the "Village"), (iii) obtain any required access and utility easements, and (iv) become satisfied that Lessee may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the Demised Premises in accordance with the uses set forth in Section 3.07 of this Lease, subject to the following:

A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within a period of one (1) year of the date of this Lease (the "Due Diligence Period"), to take such action as may be necessary to obtain such zoning change and building permits.

B. If prior to the expiration of the Due Diligence Period, (i) Lessee is not able to obtain any required governmental approvals, or (ii) if Lessee elects not to proceed with this Lease for the Demised Premises for any reason in Lessee's sole discretion, Lessee may terminate this Lease by giving Lessor written notice thereof prior to 5:00 p.m. Central time on the last date of the Due Diligence Period, in which event this Lease will become null and void and Lessee and Lessor shall have no further obligations hereunder; provided, any rents paid by Lessee to Lessor hereunder prior to such termination shall not be refundable to Lessee.

C. Lessor and Lessee acknowledge that Lessor, at its cost and expense, is performing a so-called Phase II study of the Demised Premises and shall provide Lessee with the results and report generated by such study promptly upon completion. In the event Lessee conducts or obtains its own Phase I, Phase II or any other report or data on the environmental or other site conditions of the Demised Premises, then Lessee shall provide Lessor with a copy of all

such reports and data.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Demised Premises herein leased, or any part thereof, the entire condemnation award shall be allocated and paid in accordance with applicable condemnation and/or eminent domain law; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable in Lessee's sole reasonable discretion, the Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

The Lessee covenants and agrees, in consideration of the leasing of the Premises aforesaid, to pay to the Lessor as rent for the said Demised Premises:

A. BASIC ANNUAL RENTAL PAYMENT: During the ten year period from September 15, 2017 through September 14, 2027, the annual rental shall be ONE HUNDRED FIFTY EIGHT THOUSAND and NO/100 ($158,000.00) Dollars per annum, payable in annual installments each, to be due on the anniversary date of the commencement date of this Lease throughout the term hereof with the first installment being due on the 15th day of September, 2017.* The annual rent for the first year shall be equal to 6.077% of the appraised fair market value of the fee simple estate of the land upon which the Demised Premises is located. The annual rent so established shall remain in force and effect for a period of ten (10) years, subject to adjustments as hereinafter provided. * **LESSEE HAS DEPOSITED $79,000.00 WITH LESSEE AS ITS BID DEPOSIT IN CONNECTION WITH THIS LEASE ON MAY 23, 2017. LESSEE'S BID DEPOSIT SHALL BE APPLIED TOWARD ITS FIRST ANNUAL RENTAL PAYMENT IN THE AMOUNT OF $158,000.00 DUE SEPTEMBER 15, 2017. LESSEE THEREFORE OWES $79,000.00 ON SEPTEMBER 15, 2017, AS ITS REMAINING PORTION OF ITS ANNUAL RENTAL PAYMENT FOR THE PERIOD OF SEPTEMBER 15, 2017 THROUGH SEPTEMBER 14, 2018.**

B. TEN-YEAR PERIODIC RENTAL ADJUSTMENT: Reappraisal on each periodic ten-year anniversary following the effective date of this Lease, and every ten-year periodic anniversary thereafter shall be made. The fixed annual rental to be paid by Lessee to Lessor for the next ten-year period shall be adjusted and predetermined in accordance with the conclusions of a review of the fair market value of the fee simple estate upon which the Demised Premises are located (independent of the improvements constructed by Lessee on the property subsequent to the effective date of this Lease), in accordance with 70

ILCS 2605/8c (including a statutory cap on the fair market value) by not less than two (2) appraisals prepared by appraisers who are members of the American Institute of Real Estate Appraisers or a similar equivalently recognized professional organization, which shall be procured and paid for by the Lessee and delivered to the Lessor. The annual rental payment for each following ten-year period will be increased or decreased, by multiplying the fair market value of the fee simple estate upon which the Demised Premises is located by the same percentage used to determine the annual rental payment for the first ten-year period. The Lessor shall have the right to procure and pay for a third appraisal, which may be considered in determining the fair market value of the fee simple estate. The fair market value of the fee estate and the rental for the Demised Premises shall be established by the Board of Commissioners of the Lessor. Such fair market value shall not be less than the lowest appraisal nor higher than the highest appraisal, including the appraisal if any, procured, by the Lessor. The appraisals required of the Lessee shall be made and dated within the last ninety (90) days of the ten-year period of this Lease which will be expiring. Said appraisals shall be delivered to the Lessor not later than forty-five (45) days prior to the end of the ten-year period. In the event that fair market value and/or the annual rent for the next ten-year period has not been established by the Board of Commissioners of the Lessor before the commencement of any new period, the Lessee shall continue to pay the annual rent established for the last year of the prior ten-year period until such re-appraisal and decennial rent adjustment. (Annual rent adjustments shall also apply to any deferred decennial rent adjustment, which is not made in a timely manner). ALL TEN-YEAR PERIODIC ANNUAL RENT ADJUSTMENTS PURSUANT TO THIS SUBPARAGRAPH, WHEN EXECUTED SHALL BE MADE WITHOUT REGARD TO THE ANNUAL RENT IN EFFECT FOR THE LAST YEAR OF THE PRECEDING TEN-YEAR PERIOD. Upon the establishment of fair market value and the adjusted annual rental to be paid for that ten-year period, at any time later than the end of any period of this Lease, such fair market value and rent shall take effect as of the first (1st) day of the period; the Lessee shall, within thirty (30) days, after notice, pay such additional rent as may be required if fair market value is higher than the previous period; if fair market value is lower than the previous period, the Lessee shall be given credit to apply on the next rental payment when said payment is due.

(1) TEN-YEAR PERIODIC RENTAL ADJUSTMENT OF LEASEHOLDS CONSISTING OF IMPROVED (AT THE TIME OF LEASING) REAL ESTATE

Lessee and Lessor acknowledge and agree, at the commencement of this Lease, the Demised Premises consists of raw land with no improvements, and all decennial reappraisals of the Demised Premises for the purpose of making a decennial rental adjustment shall be appraised as unimproved except for existing utilities, if any, and "as-is" and "as-found."

C. All annual rental payments required to be made by Lessee hereunder, shall be paid in annual installments, in advance, to be due on the anniversary of the commencement date of this Lease throughout the term of this Lease.

D. INTERIM ANNUAL RENTAL PAYMENT ADJUSTMENTS. On the first- through ninth-year anniversary of the effective date of this Lease, and the first to ninth-year anniversary of a decennial rent adjustment, the annual rent to be paid by Lessee to Lessor shall be adjusted by multiplying the initial annual rental or the rental in effect for the previous one-year term (except for the one-year period following a decennial rent adjustment based on appraisals as set forth in Paragraph 2.01 Section (b) hereof by the percentage of change in the Consumer Price Index for the Chicago Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics, as established for the month of October immediately preceding the term of this Lease (in the case of the first annual rental adjustment hereunder) and every October thereafter during the term hereof. In the event the Consumer Price Index is discontinued, the Board of Commissioners of the Lessor shall, in its sole discretion select and utilize any other economic activity index of the United States government which reasonably reflects economic activity in the Metropolitan Chicago Area. If the percentage of change in the CPI decreases to an amount less than zero for any given year, then the change will treated as zero percent for that year and in no event shall the annual rent decrease from the rental in effect for the previous one year term.

E. ADDITIONAL COMPENSATION -- (NON-RENT):

(1) Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, in the event gaming operations are conducted on the Demised Premises (subject to the prior written consent of Lessor), and regardless whether Lessee or its subtenants receive revenue from such gaming operations conducted on the Demised Premises, then Lessee shall pay in cash to Lessor _TBD*_ percent (__%) of the amount of any such revenues derived from such gaming operations, to the extent permitted by law. *To be determined and further approved by the Lessor pursuant to a lease amendment in the event Lessee requests to allow gaming on the leasehold.

Within sixty (60) days following each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the Excess Rent set forth in the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish certified copies of books and records necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

(2) Services: In the event Lessee is engaged in the business of solid waste disposal (whether on the Demised Premises or elsewhere), as additional consideration for the granting of this Lease, Lessee covenants and agrees to collect from those facilities and installations of Lessor, as designated by Lessor's Executive Director, transport and dispose of 0 tons/cu. yds. of

Lessor's solid waste, including, but not limited to dewatered sludge, grit, screenings refuse, and other non-hazardous solid wastes, in a lawful manner, at Lessee's sole cost, risk, and expense.

NOTE: THE VALUE OF ADDITIONAL COMPENSATION REQUIRED TO BE PAID FOR SERVICES PERFORMED BY LESSEE PURSUANT TO THIS SUBPARAGRAPH E SHALL NOT BE CONSIDERED IN DETERMINING THE HIGHEST RESPONSIBLE BIDDER FOR LEASE AWARD PURPOSES.

F. In addition, the Lessee shall pay all legal costs incurred by the Lessor in collecting any arrearage in rent including, but not limited, to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises owned by Lessee or that may at any time be erected, placed, or put on the Demised Premises by the Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer, or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorneys to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof (or such longer period as may be necessary to cure a non-monetary default so long as Lessee is diligently and in good faith pursuing such cure) and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (or such longer period, as the case may be) after the giving of said notice to declare said term ended, with process of law, to re-enter, to expel, remove, and put out the Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary and lawful in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, the Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on a cash basis on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the

reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to the Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the Demised Premises are to be used by said Lessee for mixed use retail development, subject to the restrictions set forth in Section 3.08 below.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form (excluding video gaming so long as Lessee obtains all required governmental licenses, permits and approvals including the approval of the Lessor's Board of Commissioners which consent may be subject to sharing in a % of revenues derived), or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge, and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited unless otherwise approved by Lessor's Board of Commissioners.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises including aboveground and belowground storage tanks and restore the Demised Premises to its same condition as of the effective date of this Lease as described in the environmental report described on attached Exhibit "B"; provided, to the extent Lessee causes any contamination of the Demised Premises with Hazardous Materials (as defined in Article Ten herein), Lessee agrees to restore the Demised Premises to TACO Tier 1 Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of this Lease. However, Lessee shall not be responsible

to remediate any pre-existing environmental contamination on the Demised Premises that pre-date the commencement date of this Lease. Notwithstanding the foregoing sentence, Lessor shall not be liable for any incremental costs that Lessee incurs or sustains as a result of excavating and removing or otherwise remediating any environmental contamination on the Demised Premises while making any site improvements, excavating any areas of the site for development or otherwise improving the Demised Premises. Lessee agrees to remove any and all asbestos contained on Demised Premises, prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. One-hundred-twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on the Demised Premises shall be demolished. Lessee will, within ninety (90) days following receipt of written notice from Lessor given within the foregoing one hundred twenty (120) day period, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to timely demolish the improvements after the foregoing notices from Lessor, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in terms specifically waived; and the Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by the Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease and that neither acceptance by the Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms and provisions of this Lease,

shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee.

3.12 RIGHT TO MORTGAGE LEASEHOLD PREMISES INTEREST

A. The Lessee (and any sublessee) is hereby expressly given the right at any time and from time to time, to mortgage its leasehold interest in the Demised Premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on the Demised Premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not be personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Lease. Notwithstanding anything in this Lease to the contrary:

(i) Lessor will give, as a courtesy, any such mortgagee or holder of such indebtedness simultaneously with service on the Lessee, a duplicate of any and all notices of default given by Lessor to Lessee. Such notices shall be given in the manner and shall be subject to the terms of the notice provisions of this Lease. Lessee shall provide Lessor with the current mortgagee's contact information.

(ii) The mortgagee or holder of such indebtedness shall have the right to perform any of Lessee's covenants under this Lease and to cure any default of Lessee pursuant to the terms of this Lease within the same time periods afforded Lessee after notice of such default, and, if the mortgagee or holder of such indebtedness cures all other defaults, this Lease shall remain in full force and effect.

B. DEMISED PREMISES MORTGAGEE - TAX ESCROW: If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to Paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments,

the same to be paid as and when the same become due and payable, and the Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR AND RECORDING OF LEASE WITH THE RECORDER OF DEEDS

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises are situated, either a copy of this Lease or a Memorandum of Lease and take such steps as Lessee determines necessary to subject the interest of the Lessee to general real estate taxation and will record a Memorandum of Lease in the form attached hereto as Exhibit "C" with the Recorder of Deeds of the county in which the Demised Premises are situated.

3.14 NO NUISANCE PERMITTED

The Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

The Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, the Lessee and/or Lessee's use of the Demised Premises.

ARTICLE FOUR

4.01 INDEMNIFICATION

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against any claim

(whether or not meritorious), loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such claim, loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

The Lessee agrees to indemnify, save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

The Lessee, prior to entering upon the Demised Premises and using the same for the purposes for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which the Lessor, its Commissioners, officers, agents, and employees are a named insured and upon construction of any improvements, shall procure, maintain and keep (or cause to be procured, maintained or kept by any sublessee) fire and extended coverage and all risk property insurance from a company to be approved by the Lessor. ("CLAIMS MADE" policies are unacceptable). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than $4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than $4,000,000.00 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of driveway, parking lot and other common area improvements located on the premises (specifically excluding buildings and other improvements

which shall be insured by Lessee's sublessees)

Prior to entering upon said Demised Premises, the Lessee shall furnish to the Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall (to the extent available from the applicable insurer) provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Lessor. Lessee shall have the right to maintain any insurance required hereunder under a blanket policy, provided that the amount of the total insurance available shall be at least the protection equivalent to separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the provisions of this Section. The provisions of this paragraph shall in no way limit the liability of the Lessor as set forth in the provisions of 4.01 above.

4.04 INSURANCE ON IMPROVEMENTS

The Lessee (or its sublessees) shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's (or its sublessee's) own expense at all times during the term of this Lease.

4.05 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) the Lessee (or its applicable sublessee) shall in its sole discretion, within one year from such destruction or damage, either (a) repair, restore or rebuild the same, or (b) demolish same and place the applicable area within a safe condition in compliance with all applicable governmental laws, codes and ordinances. In the event Lessee demolishes same under (b), then Lessee shall remove and dispose of offsite all such debris, ruble, material, buildings or improvements destroyed from the Leasehold Premises. Additionally, Lessee shall pay or otherwise cause to be released any and all mechanic's liens that may exist relating to the Leasehold Premises.

4.06 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements

4.07 SECURITY DEPOSIT

Lessee as further consideration for the granting of this Lease, agrees that in addition to the payment of any rents hereinabove required, and to further secure the performance by it of all of the covenants herein contained, shall deposit with the Lessor, prior to its occupancy of the

Demised Premises a sum of money equal to two (2) months' rent ($26,333.00). Said security deposit shall be returned to the Lessee upon its satisfactory performance of all the covenants and conditions herein contained. Provided, however, in the event of a default in the performance of any such covenant by the Lessee, the Lessor shall use said security deposit to satisfy and discharge any such covenant. Any unused portion of said security deposit shall be returned to the Lessee within one hundred eighty (180) days following the termination or expiration of this Lease. Said security deposit shall be maintained at no less than its initial funded balance at all times during the term of the Lease.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative during the Due Diligence Period, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.

B. The Lessee expressly agrees that within an area delineated by a line parallel with and 50 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans for the Demised Premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.

C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities; provided, if feasible and upon Lessor's sole discretion Lessor agrees that it shall not unreasonably withhold, delay or condition its consent to Lessee's relocation of any such facilities at Lessee's sole cost and expense.

D. Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through the Lessor's Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. The District's Calumet 18D (Extension B) and Cal-Sag Relief Interceptor Sewers run through a portion of the Demised Premises. Sheets 20-23 of Cal-Sag Relief, Contract 70-232-2S, are attached hereto as Exhibit "D". The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's and its sublessee's use of the Demised Premises.

It is expressly understood that no blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

From and after the construction of the initial improvements and buildings on the Demised Premises which have been approved by Lessor, it is expressly understood and agreed by the Lessee that no additional buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto without obtaining Lessor's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned.

E. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the Demised Premises, or by any other work which the Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

F. The Lessor (or any other applicable governmental agency with the power of eminent domain) may be entitled to relocate or remove the improvements existing or constructed upon the Demised Premises, in the event of a condemnation action successfully conducted pursuant to Section 1.04 hereof as a result of the following instances:

(1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency pursuant to a condemnation action; or

(2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements pursuant to a condemnation action; or

(3) In the event that said relocation or removal is required for the corporate purposes of the District pursuant to a condemnation action.

Such relocation or removal shall be diligently prosecuted to the conclusion following the applicable condemnation action.

G. If any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto in the event of a condemnation action successfully conducted pursuant to Section 1.04, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the Demised Premises that may be so required.

H. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon no less than ninety (90) days prior written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across unimproved portions of the Demised Premises. Any such construction shall be located and performed by Lessor at its cost and expense in a manner so as to cause the least interference with any equipment, or improvements, that the Lessee may then have on the Demised Premises or the conduct of business on the Demised Premises.

I. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.

J. It is agreed by and between the parties hereto that the Lessee shall submit to the Executive Director of the Lessor for his approval, including but not limited to the Lessor's Watershed Management Ordinance (which approval shall not be unreasonably withheld, delayed or conditioned), the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any

other construction to be erected thereon, before the commencement of any work thereon.

K. The Lessor reserves to itself the right of access to the Channel as well as right of access to the Demised Premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of the Lessor may deem necessary, so long as any such access causes the least interference with any equipment, or improvements, that the Lessee may then have on the Demised Premises or the conduct of business on the Demised Premises.

L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

The Lessee shall submit to the Lessor for its review and approval written plans detailing the Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of the Lessee's stormwater management plans shall be within the sole discretion of the Lessor.

The Lessee's plans shall provide for the separate collection of all roof water and surface run off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; provided, Lessor acknowledges that such collection facilities may be maintained offsite and used in common with parcels adjacent to the Demised Premises so long as such offsite collection facilities are approved by the Lessor and are in compliance with Lessor's Watershed Maintenance Ordinance

5.03 SPECIFIC ENGINEERING, DESIGN AND OPERATING RESERVATIONS AND RESTRICTIONS. (CLARIFICATION -- NOT LIMITATION)

Lessee is encouraged to participate in the District's Green Infrastructure Program, which offers reductions in rent for a period of up to the first ten years of the life of the Lease. Participation in the program is completely voluntary, but in order to receive such benefits, a "Green Infrastructure Program" form must be filled out completely and signed by the authorized representatives of both Lessee and the District concurrent with the signing of this Lease. The form, if completed and signed, shall be attached hereto as Exhibit "E".

The details of the program are as follows. The District will provide Lessee with a credit equal to $0.50 on the $1.00, up to 10% of the annual rent owed to the District, capped at the first ten years of the Lease, for expenditures and improvements on the leasehold of pre-approved green infrastructure. Such credit applies towards expenditures related to constructing and installing green infrastructure, not towards subsequently maintaining or replacing it.

The amount of green infrastructure credited will be determined by what is referred to as "Design Retention Capacity" or "DRC". DRC shall mean the maximum available retention capacity

of a project in any individual storm event as stated in project plans stamped by a licensed Professional Engineer or, in the absence of such statement, a project specific capacity calculated using the following table:

Technology	Quantity	Unit	Design Retention
Rain Gardens	100	sq. ft.	200
Native	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

In lieu of, or in addition to, Lessee installing green infrastructure on its leasehold with the District, and subject to the same DRC standards enunciated above, Lessee can, and is encouraged to, design, implement, operate, and maintain green infrastructure in partnership with, and on lands owned by, the local municipality where the leasehold is located. The responsibility for ongoing maintenance and operation shall be borne exclusively by Lessee, and credit will only be given for Lessee's own expenditures, not the municipality's. Such factors that the District will consider in whether or not to grant credit for off-site green infrastructure include, but are not necessarily limited to, where green infrastructure can mitigate local flooding, reduce infiltration and inflow, or educate the public about green infrastructure and benefit the community as a whole. Whenever approved off-site green infrastructure is provided, Lessee shall prominently install appropriate signage on the off-site location indicating that such green infrastructure is being provided in partnership with the District.

The District must pre-approve in writing all green infrastructure projects under this section before any credit sought hereunder may be given, and any invoices seeking monetary credit shall specifically set forth the green infrastructure component of the project, with the District only providing an offset credit for that component of the project. For purposes of the offset credit, acceptable green infrastructure technologies include, but are not limited to, rain gardens, native plants/landscaping, stormwater trees, porous/permeable pavement, bio-swales, green roofs and greenways. Any credit given for green infrastructure hereunder is solely at the District's discretion.

No credit will be given for site conditions in existence before this Lease was entered into. Nor will be credit be given for compliance with the minimum requirements of the District's ordinances, regulations, or policies. Accordingly, compliance with the District's Waterway Strategy and the

District's Watershed Management Ordinance ("WMO") will not qualify Lessee for any credit under this section. Lessee is reminded in particular that Article 503 of the WMO requires non-residential development or redevelopment greater than one-half acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. For purposes of this section, the District's ordinances, regulations, and policies, including the WMO, shall apply to all District properties, whether located in Cook County (including the city of Chicago) or other counties in the state of Illinois. Lastly, no credit will be given for compliance with the minimum requirements under federal, state, or local law or regulation, nor to the extent it results in the annual rent under this Lease to be less than the minimum rent provisions of Section 8c of the District's Enabling Act (70 ILCS 2705/8c).

Lessee shall provide the District with an annual certification, due on each anniversary of the date of this Lease, attesting that approved green infrastructure has been properly maintained. The certification shall be made on a form prepared by the District. Failure to maintain approved green infrastructure, whether pertaining to the Demised Premises or locations off-site, throughout the term of this Lease, and failure to properly and accurately certify to the maintenance of approved green infrastructure, shall entitle the District, in its sole discretion, to full reimbursement from Lessee of any amount credited to Lessee under this section, and shall disqualify Lessee, in the District's sole discretion, from obtaining any future credit for such unmaintained green infrastructure. Similarly, providing untrue or inaccurate information in the "Green Infrastructure Program" form shall likewise entitle the District, in its sole discretion, to full reimbursement from Lessee of any amount credited to Lessee under this section. The District reserves the right to inspect the Demised Premises throughout the duration of this Lease to verify approved green infrastructure has been properly installed and maintained.

The District further reserves the right to require Lessee to amend its green infrastructure plan, even if previously approved by the District. Once notified of an amendment pursuant to the notice provisions of this Lease, Lessee will be entitled to future credit for green infrastructure only to the extent the design of the Demised Premises conforms to the amended plan approved by the District.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within three (3) years from the date hereof to improve the Demised Premises by the construction thereon of the infrastructure improvements necessary for the development of the Demised Premises for the Permitted Uses (e.g., grading, compaction, underground utilities, detention and storm water facilities) (hereinafter called "Improvements"), free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Executive Director of the Lessor prior to commencement of construction, which approval shall not be unreasonably withheld, delayed or conditioned.

6.02 TIME OF CONSTRUCTION

Lessee shall obtain the required building permits for the Improvements from the Village of Crestwood and any other applicable government agency for the construction of the Improvements prior to the expiration of the Due Diligence Period. All of said Improvements shall be completed within three (3) years of the effective date of the Lease. In the event said Improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this Lease upon giving one hundred eighty (180) days' prior notice, in writing, to the Lessee (and any leasehold mortgagee) within thirty (30) days following the expiration of such three (3) year period; provided, in the event Lessee completes the Improvements prior to the expiration of the one hundred eighty (180) day period, Lessor's exercise of its option to terminate shall be null and void and this Lease shall continue in full force and effect.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements then existing upon the Demised Premises, if any, shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and safe condition, reasonable wear and tear excepted, subject to the terms of Section 4.06 hereof. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by nationally recognized overnight courier (e.g., Fed Ex) or by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to the Lessee at:

Village of Crestwood
13840 S. Cicero Avenue
Crestwood, Illinois 60445
ATTN: Mayor
708-371-4800
FAX 708-371-4849

Or to Lessor at: Metropolitan Water Reclamation District of Greater Chicago
100 East Erie street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto

to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that neither the right given in this Lease to the Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this Lease, as herein provided beyond applicable notice and cure periods, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as otherwise provided herein or required by law.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by the Lessor as liquidated damages. Lessor shall only be required to obtain one judgment for the full amount of all such annual rent and additional rent due under this Lease and shall not be required to sue each month, or from time to time, therefor; provided that Lessee shall be required to pay such judgment, in installments, at the respective times such annual rent and additional rent would have become due under this Lease thereafter if this Lease had not then been terminated. Any monies collected shall be applied to payment of annual rent and additional rent due from Lessee to Lessor. Lessor shall use good faith efforts to mitigate its damages in the event of any Lessee default hereunder.

7.04 ABANDONMENT

Lessee shall be permitted to cease to operate any business thereon so long as Lessee is not in default under the terms of this Lease beyond applicable notice and cure periods.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Lessee shall not sublet any part of Demised Premises to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity, nor shall Lessee have the right to assign this Lease, without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor hereby recognizes that Lessee's use of the Premises may be as a retail/commercial development that may consist of one or more subleases of the Premises and that the approval of such subleases is an integral party of the intended development of the Premises and that Lessor agrees to cooperate and work in good faith with Lessee to promptly review and approve any proposed sublessee of Lessee.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed assignment, or a sublease for a use other than the Permitted Uses and Lessor agrees to respond in writing with its approval or disapproval (and if disapproval, clearly set forth the reasons for such disapproval) within twenty-one (21) days following Lessor's receipt of Lessee's request for approval (or 30 days following such request to the extent such request is received in the calendar months of July or August). Lessee shall identify the name and address of the proposed assignee and deliver to Lessor original or certified copies of the proposed assignment; a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to (i) assignment or (ii) sublease for a use that is not included in the Permitted Uses.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

A. The proposed activity of the assignee/sublessee does not conform with the terms of this Lease or policies established by the Lessor.

B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.

C. There is an existing violation of or uncured default by Lessee with respect to the Lease.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by the Lessee, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the Demised Premises, fifteen percent (15%) of all value it receives from its assignee/sublessee for the use and occupancy of the Demised Premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold as a tract, if assigned.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect. Additionally, Lessor shall retain 100% of all sublease fees received by

Lessor under any unauthorized sublease.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPLEAD THE METROPOLITAN WATER RECLAMATION DISTRICT IN REAL ESTATE LITIGATION

The Lessee may, after notice in writing to the Lessor, implead the Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

The Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses, which the Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, of the Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Lessor will require the Lessee to reestablish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the

Demised Premises, provided, Lessor agrees to use commercially reasonable efforts not to interfere with the operation of any businesses on the Demised Premises.

The Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. The Lessee shall implement the beautification plan described in the attached Exhibit "F". Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing. The setback for the Waterway Strategy Resolution for this leasehold has been reduced to 30 feet wide.

8.05 TREE MITIGATION

A. No alterations, construction or maintenance work upon the premises involving any material change in the location, installation or construction of facilities, or involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, Grantee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.

B. If the proper maintenance and operation of facilities or improvements on the premises necessitates the removal of any trees on District property, Grantee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the premises, setting forth the number, location and species of trees to be removed.

C. Grantee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of trees on the premises, or on alternate areas owned by the District as designated and approved in writing by the District.

D. Grantee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS AS OF THE EFFECTIVE DATE (WHICH IS NOT THE CASE UNDER THIS LEASE)

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

The Lessee will keep the leasehold improvements existing as of the effective date of this Lease safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements existing as of the date of this Lease to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements existing as of the effective date of this Lease shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within sixty (60) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by the Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. The Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibit A and the Memorandum of Lease, respectively, upon the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

(1) all requirements, including, without limitation, those pertaining to

notification, warning, reporting, licensing, permitting,investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;

(2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and

(3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published hereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

(1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichioroethylene, urea formaldehyde and radon gas;

(2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;

(3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

(4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;

(5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;

(6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

(7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or

(8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive

sampling of soils, ground waters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et m. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

(1) In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that the Demised Premises and improvements thereon, including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials

during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).

(2) In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor, except as to conditions that exist on the Demised Premises prior to the effective date of this Lease.

B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give

immediate written notice of the same to the Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, reasonable attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.

C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessee may seek recovery from any responsible third party

10.06 SITE RESTORATION/REMEDIATION BOND (ENVIRONMENTAL)

On or before the commencement of the last five-year period of the leasehold term hereunder, Lessee shall lodge with the Lessor its Environmental Site Restoration/Remediation Bond in the sum of $10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by the Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the Lessee and documented as such at the time it is lodged with the Lessor. Said Bond shall be in a form approved by the Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

A. It has no knowledge of any pending or threatened:

(1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or

(2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.

B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

C. Lessee has been issued and is in compliance with all permits, certificates,

approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.

F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises.

G. Except as disclosed on Exhibit "G" hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.

H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA. *(This provision applicable only to occupants/tenants seeking a new lease for the same property).

I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

J. Within 60 days after execution of the Lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises other than retail, office, restaurants and lodging, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and

submitted to Lessor on the anniversary date of the execution of the Lease.

K. Upon request by Lessor, Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.

L. After the initial construction of all of the buildings on the Demised Premises, the Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises (excluding interior building renovations or improvements), which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (L), renovation shall be deemed significant when the total cost exceeds $100,000.00 or otherwise interferes with or has the potential to interfere with Lessor facilities or operations.

M. In the event Lessee installs underground utilities, Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along any new utility trenches installed by Lessee which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.

B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a

material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.

C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.

D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.09 COVENANTS (ENVIRONMENTAL)

Lessee shall cause each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;

(3) Provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this Article.

D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

The Lessee will cause each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority

A. Subject to the approval of the Lessor's Board of Commissioners, Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every tenth anniversary, as opposed to every fifth anniversary of the execution of this Lease and submit the written report to the Lessor within 90 days after each tenth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report that determines the possible presence of Hazardous Materials contamination on the Demised Premises in violation of Environmental Laws, Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises in violation of Environmental Laws, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. In the event of a breach by Lessee of the environmental covenants set forth in Section 10.09, Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.

B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease to the extent any buildings constructed by Lessee on the Demised Premises contain asbestos materials.

C. Capacitators, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.

D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor, at its cost and expense, shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.

E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void upon one hundred eighty (180) days prior notice to Lessee and Lessee's approved leasehold mortgagee; provided, the exercise of such termination option shall be null and if the remediation is performed (or is diligently being pursued) prior to the expiration of such 180 day period.

F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:

(1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;

(2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

(3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;

(4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials

(5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and

(6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and

Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to the Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) the Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and the Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as the Lessor, in its sole discretion, determines is necessary to protect its interests; provided, any such entry onto the Premises pursuant to this paragraph shall be performed in a manner to minimize any disruption to the conduct of the businesses operating on the Demised Premises.

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

_____
Jacqueline Torres, Clerk

VILLAGE OF CRESTWOOD

By: _____

Title: Mayor, Louis Presta

ATTEST

By: _____

Title: Village Clerk, Catherine Johnson

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that Louis Presta (name), personally known to me to be the Mayor (title), of Village of Crestwood (village/town/city), a municipal corporation, and Catherine Johnson (name), personally known to me to be the Village Clerk (title) of said municipal corporation and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor (title) and Village Clerk (title cont'd.) of said corporation, duly executed said instrument in behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, A.D. 2017.

Peggy A. Carlson
Notary Public

My Commission expires:

12/20/2019

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

STATE OF ILLINOIS)
) **SS.**
COUNTY OF COOK)

I, Brenda F. Holmes **Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.**

GIVEN under my hand and Notarial Seal this 12th *day of* September *A.D. 20* 17.

Notary Public

My Commission expires:

3/30/18

BRENDA F. HOLMES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 30, 2018

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, being Commissioners and Executive Director of the Metropolitan Water Reclamation District of Greater Chicago, being first duly sworn upon oath, individually deposes and says that he/she is not and has not been a party to any collusive agreement with the Lessee or Lessees of the Premises described herein.

President Mariyana T. Spyropoulos

Vice President Barbara J. McGowan

Chairman Committee on Finance
Frank Avila

Commissioner Timothy Bradford

Commissioner Martin J. Durkan

Commissioner Josina Morita

Commissioner Debra Shore

Commissioner Kari K. Steele

Commissioner David J. Walsh

Executive Director

SUBSCRIBED AND SWORN to before me this 12th day of September, 2017.

Notary Public

BRENDA F. HOLMES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 30, 2018

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

LESSEE'S NON-COLLUSION AFFIDAVIT

Louis Presta _, the Village of Crestwood Mayor, Catherine M. Johnson and The Village of Crestwood Village Clerk, Lessee in the above and foregoing Lease, being first duly sworn on oath depose and say that they are the Mayor and Village Clerk respectively of Lessee hereunder, and that neither they nor any agent of Lessee have been a party to any collusive agreement with Lessor hereunder or with Lessor's Commissioners, Executive Director or officers with respect to the leasing of the Demised Premises which are the subject of the above and foregoing Lease.

Louis Presta, Mayor

Catherine M. Johnson, Village Clerk

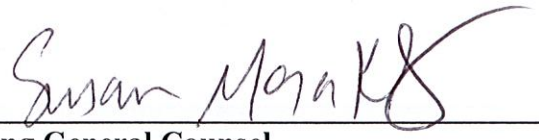
SUBSCRIBED AND SWORN to before me this 29th day of August, 2017.

Notary Public

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney



Acting General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee ✓

Insurance ✓

Bond N/A

EXHIBIT "A"

PLAT OF SURVEY CONTAINING LEGAL DESCRIPTION

Leased Premises = 7.61609 acres (riparian area not included)

EXHIBIT "A"

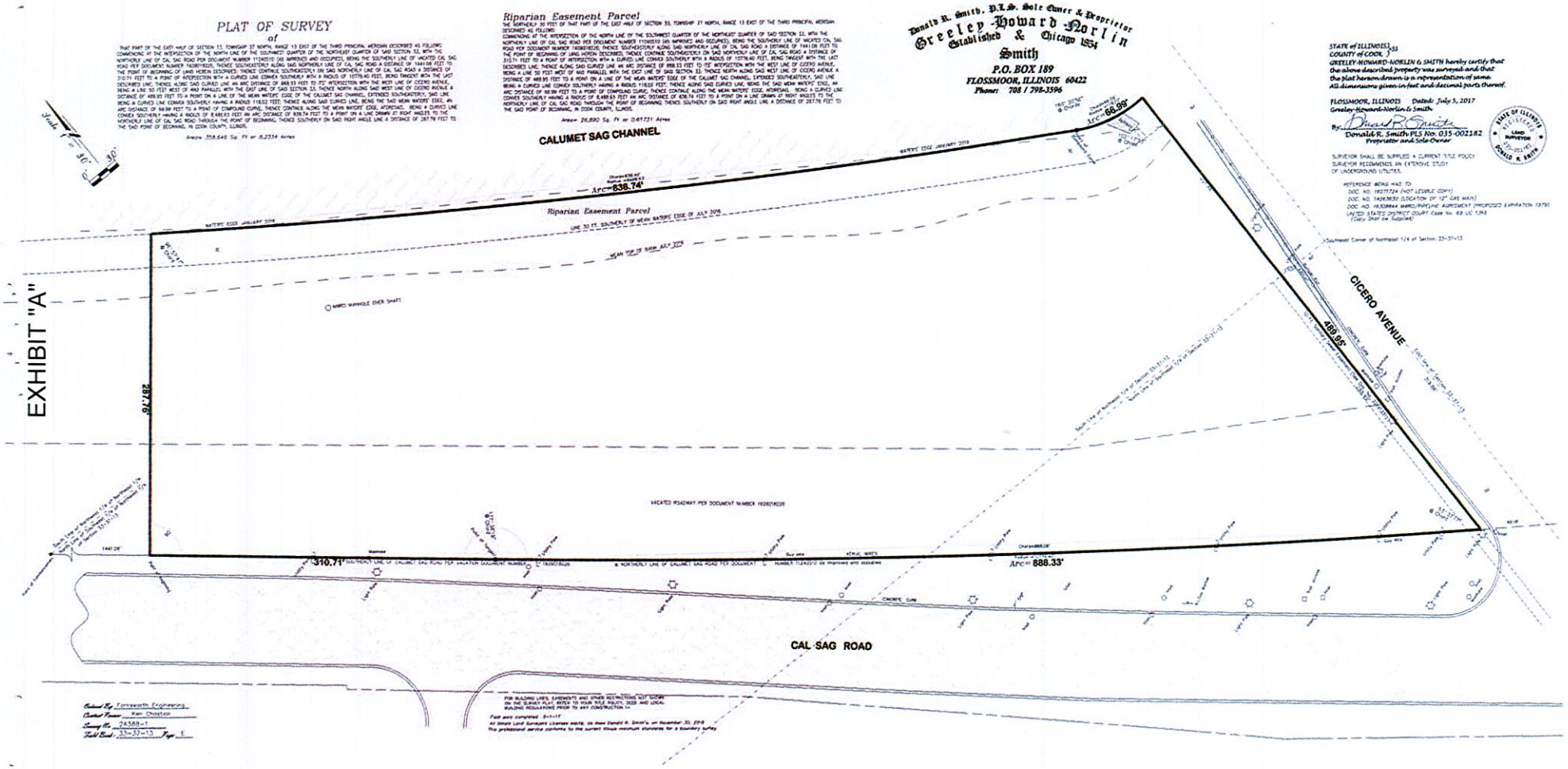


EXHIBIT "A"
LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 310.71 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE CONVEX SOUTHERLY WITH A RADIUS OF 10776.40 FEET, BEING TANGENT WITH THE LAST DESCRIBED LINE; THENCE ALONG SAID CURVED LINE AN ARC DISTANCE OF 888.33 FEET TO ITS' INTERSECTION WITH THE WEST LINE OF CICERO AVENUE, BEING A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE NORTH ALONG SAID WEST LINE OF CICERO AVENUE A DISTANCE OF 489.95 FEET TO A POINT ON A LINE OF THE MEAN WATERS' EDGE OF THE CALUMET SAG CHANNEL, EXTENDED SOUTHEASTERLY, SAID LINE BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS 118.02 FEET; THENCE ALONG SAID CURVED LINE, BEING THE SAID MEAN WATERS' EDGE, AN ARC DISTANCE OF 66.99 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUE ALONG THE MEAN WATERS' EDGE, AFORESAID, BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 8,488.63 FEET AN ARC DISTANCE OF 838.74 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF CAL SAG ROAD THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID RIGHT ANGLE LINE A DISTANCE OF 287.76 FEET TO THE SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"

PHASE II ENVIRONMENTAL ASSESSMENT REPORT. (paragraph 3.09)

CO-TENANCY AGREEMENT

BETWEEN

VILLAGE OF CRESTWOOD,

and

CHICK-FIL-A, INC.,

E-2

EXHIBIT A	**DESCRIPTION OF LAND**
EXHIBIT B	**DESCRIPTION AND DEPICTION OF ADJOINING PROPERTY**
EXHIBIT C	**DECLARATION AND SHORT FORM AGREEMENT**
EXHIBIT D	**PRIME LANDLORD CONSENT TO PARTIAL ASSIGNMENT OF LEASE**
EXHIBIT E	**SNDA**
EXHIBIT F	**W-9**
EXHIBIT G	**[RESERVED]**
EXHIBIT H	**AGREEMENT REGARDING DATES**
EXHIBIT I	**FORM OF ESTOPPEL CERTIFICATE**
EXHIBIT J	**CRESTWOOD'S WORK**
EXHIBIT K	**FORM OF OWNER'S AFFIDAVIT**
EXHIBIT L	**PRIME LEASE**

AGREEMENT REGARDING DATES

THIS AGREEMENT REGARDING DATES (the "**Agreement**") is entered into this _____ day of _____, 2019, by and between VILLAGE OF CRESTWOOD, an Illinois municipal agency ("**Crestwood**"), and CHICK-FIL-A, INC., a Georgia corporation ("**CFA**").

Background:

A. Landlord and Tenant entered into a Co-Tenancy Agreement dated November 15, 2018, for certain real property (the "**Demised Premises**") located in the City of Crestwood, County of Cook, State of Illinois (together with any amendments, the "**Agreement**"); and

B. It is the desire and intent of Crestwood and CFA to clearly define the terms of the Agreement.

Landlord and Tenant acknowledge and agree that:

1. The Commencement Date of the Agreement is June 14, 2019.

2. The Rent Commencement Date of the Agreement is November 12, 2019.

3. The initial term of the Agreement terminates at 11:59 p.m., local time of the state in which the Demised Premises are located on November 30, 2034.

4. The Co-Tenancy Agreement provides for eight (8) Option Periods of five (5) years each.

5. CFA has the right to exercise each option by providing Crestwood with written notice of its election to renew no later than six (6) months prior to the expiration of the initial term or prior Option Period, as applicable. If CFA exercises the first option, written notice will be due to Crestwood on or before May 30, 2034.

6. The Agreement is now in full force and effect and all terms and conditions of the Agreement are ratified and confirmed by this Agreement.

7. Crestwood's notice address, and address for payment of rent, as referenced in Section 24 of the Agreement is:

   Village of Crestwood
   13840 South Cicero Avenue
   Crestwood, Illinois 60455
   FAX: (708) 371-4849
   ATTN: Mayor

8. CFA's notice address as referenced in Section 24 of the Agreement is:

   Chick-fil-A, Inc.
   5200 Buffington Road
   Atlanta, Georgia 30349
   PHONE: (404) 765-8000
   FAX: (404) 305-4780
   ATTN: Legal Department – Real Estate

Crestwood and CFA agree that this document will not be recorded in any public records including the real estate records of the county where the Demised Premises are located.

Crestwood and CFA have executed this Agreement as of the day and year written above.

LANDLORD:

VILLAGE OF CRESTWOOD
an Illinois Municipal Agency

By: _____
Name: Louis Presta
Its: Mayor
Date: 11-18-2019

TENANT:

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____
Name: Stephanie A. Thompson
Its: Director, Legal Operations
Date: 11/4/2019

AGREEMENT REGARDING DATES

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Crestwood and CFA have executed this Agreement as of the day and year written above.

LANDLORD:

VILLAGE OF CRESTWOOD
an Illinois Municipal Agency

By: _____
Name: Louis Presta
Its: Mayor
Date: 11-8-2019

TENANT:

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____
Name: Stephanie A. Thompson
Its: Director, Legal Operations
Date: 11/4/2019

Peg Carlson

From: Peg Carlson
Sent: Friday, November 15, 2019 12:16 PM
To: 'David Sosin'
Subject: FW: Send data from MFP12048773 11/15/2019 12:23
Attachments: DOC111519-11152019122238.pdf

David: Please review the attached and let Lou know if acceptable.

Thank you
Peggy Carlson
Village of Crestwood
708-371-4800 x 2007

-----Original Message-----
From: Village Toshiba [mailto:village_toshiba@crestwood.illinois.gov]
Sent: Friday, November 15, 2019 2:23 PM
To: Peg Carlson <PCarlson@crestwood.illinois.gov>
Subject: Send data from MFP12048773 11/15/2019 12:23

Scanned from MFP12048773
Date:11/15/2019 12:23
Pages:5
Resolution:200x200 DPI

Peg Carlson

From: Peg Carlson
Sent: Friday, November 15, 2019 3:47 PM
To: 'David Sosin'
Subject: FW: Send data from MFP12048773 11/15/2019 12:23
Attachments: DOC111519-11152019122238.pdf

Please review the attached and get back to Lou regarding signing.???

Peggy Carlson
Village of Crestwood
708-371-4800 x 2007

-----Original Message-----
From: Peg Carlson
Sent: Friday, November 15, 2019 12:16 PM
To: 'David Sosin' <DSosin@sosinarnold.com>
Subject: FW: Send data from MFP12048773 11/15/2019 12:23

David: Please review the attached and let Lou know if acceptable.

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Village of Crestwood
708-371-4800 x 2007

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Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349-2998
Telephone: 404 765-8000

For Internal Use Only:
Latitude: 41.654365
Longitude:-87.739263

August 7, 2017
VIA EMAIL

Dan Abdo
The Glazier Corp.
824 N. Racine Ave.
Chicago, IL 60042

RE: Proposed Ground Lease between City of Crestwood "Landlord"), as landlord, and Chickfil-A, Inc. ("CFA"), as tenant

Dear Dan:

This letter serves to express our interest in entering into a ground lease ("Lease") regarding the real property described below.

Property: The property (the "Property") consists of approximately 1 acre located at NWC Cicero Ave. & Cal Sag Rd., Crestwood, IL 60445, as more particularly described on Exhibit "A", together with easements for access, parking and utilities across Landlord's adjacent property described on Exhibit "B" (the "Adjoining Property").

Term and Rent: Initial term is 15 years with 8 renewal terms of 5 years each.

Initial annual rent is $130,000 per annum, subject to a 10 percent increase every 5 years. Option rent increases each term by 10 percent each 5 years.

Taxes: Beginning on the Rent Commencement Date, CFA will pay the real estate taxes separately assessed on the Property and any property taxes assessed on CFA's improvements and personal property located on the Property, plus its pro rata share of property taxes on the access drives, landscaped areas and other portions of the Adjoining Property used in common with the other occupants thereof (the "Common Access, Signage and Utility Areas"). If the Property is not separately assessed, CFA will pay its pro-rata share of such taxes upon presentation of bills to CFA. Landlord's estimate of real estate taxes is $ $12,000 per annum (unimproved). If the taxes are increased by more than ten percent (10%) due to a re-valuation of the Property after the Effective Date because of any second "change in ownership" during any consecutive ten(10)) year period during the Term, Tenant will not be required to pay or be charged with any increase in the taxes attributable to or arising from such change in ownership above and beyond the ten percent (10%) increase.

Common Area Expenses: CFA will maintain the Property, including parking and landscaped areas, and will insure its building, improvements and personal property. CFA will contribute its share of the

cost of insuring, maintaining and repairing the Common Access, Signage and Utility Areas. Contribution shall be capped off at $1,500 annually and shall not increase by more than 5% every 5 years

Inspection Period: CFA will have 75 days after the effective date of the Lease (the "Inspection Period") to determine the feasibility, in CFA's sole discretion, of CFA's development, use and operation of the Property. CFA will have the right to terminate the Lease for any reason (or for no reason) at any time prior to the expiration of the Inspection Period.

Permitting Period: Landlord will pursue all un-appealable governmental entitlements and discretionary approvals, such as site plan approval and a conditional use permit, as required by applicable law for CFA's operation of the Property as a Chick-fil-A restaurant with a drive-thru window, pylon or monument sign and a children's play facility, to enable CFA to develop and operate its business in a manner consistent with the site plan approved by Landlord and CFA, as well as any third party approvals and permits (collectively, the "Entitlements") such that the only remaining approvals or permits required for CFA to open and operate are receipt of CFA's Building Permits ("Building Permits"). Landlord will have 120 days following lease execution to secure the Entitlements (the "Entitlement Period") and will keep CFA informed of Landlord's progress.

Other Contingencies: Within 60 days following the later of: (a) written notice to CFA of Landlord's receipt of the Entitlements, or (b) the expiration of the Inspection Period, CFA shall make its initial submittal for Building Permits. CFA will have a specific number of days (the "Permitting Period"; the amount of which to be mutually acceptable to CFA and Landlord consistent with CFA's site investigation report and set forth in the Lease prior to execution) to receive all Building Permits deemed necessary by CFA, without unusual or extraordinary expense. CFA will have the right to terminate the Lease if Landlord's fails to obtain Entitlements prior to the expiration of the Entitlement Period or if CFA fails to receive a Building Permit notwithstanding its compliance with municipal code and the other terms of the lease. CFA may extend the Permitting Period for 2, 45-day periods if CFA has not received Permits before the expiration of the Permitting Period. The Lease will also be expressly contingent upon the following:

(i) The condition of title to the Property must be satisfactory to CFA.

(ii) The completion by Landlord of all work ("Landlord's Work") described on the attached Exhibit "D" ("Work Letter") in the time periods described in the Work Letter.

(iii) CFA obtaining all required internal approvals from its Real Estate Committee during the Inspection Period.

(vi) Landlord is not aware of any consents or approvals which would be required from any parties (other than Landlord or the governmental jurisdiction in which the Property is located) for the development or operation of the Property as a Chick-fil-A restaurant with a drive-thru window, pylon or monument sign and children's play facility ("Third Party Consents"). However, if CFA discovers that Third Party Consents are required, then Landlord will obtain all Third-Party Consents at Landlord's sole cost and expense.

Commencement Date: The Commencement Date of the Lease will occur on the date upon which the later of the two events occurs: (i) the expiration of the Permitting Period or (ii) completion of Landlord's Work

Rent Commencement

Date:	The Rent Commencement Date will be the earlier of (i) 150 days after the Commencement Date, or (ii) the date on which CFA opens for business to the public from the Property. However, if the Commencement Date occurs during the months of November, December, January, or February or March, the Rent Commencement Date will occur 150 days after the earlier of (a) the day CFA starts construction or (b) April 1st following the previous months, but in either case by the date CFA opens for business with the public from the Property.
Use:	CFA will have the right to use the Property as a restaurant and for any other lawful retail use that does not violate certain prohibited uses and existing exclusives to be provided by Landlord to CFA within 10 days after full execution of this letter.
Sign Panel Rights	CFA will have the right to place a panel on the second position of all future pylon or monument signs located along Cal Sag Road. and on Cicero Avenue constructed by Landlord on the property.
Brokers:	CFA and Landlord acknowledge Mid-America Real Estate Corporation as both Landlord & CFA's broker in connection with the lease of the Property. Landlord will be responsible for payment of all commissions due to CFA's Broker and Landlord's Broker pursuant to separate agreements among them ("Broker Agreements"). Landlord will pay commissions in the amounts of three percent (3%) to Landlord's Broker and three percent (3%) to Tenant's Broker in accordance with the terms and conditions of the Broker Agreements. Each party will indemnify the other from claims of other brokers claiming through the indemnifying party.
CFA Exclusive:	No portion of the Adjoining Property will be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. A "restaurant selling or serving chicken as a principal menu item" means a restaurant deriving 25% or more of its gross sales from the sale of chicken. A "restaurant" includes any business establishment, including, without limitation, a kiosk, stand, booth, food truck or area located inside another business facility. Also, no portion of the Adjoining Property will be leased, used or occupied by or for any of the following: McDonald's, Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, Ezell's Famous Chicken, Roy Rogers, Slim Chickens Shake Shack or Habit Burger. These covenants will run with the land during the term of the Lease, benefiting the Property and burdening the Adjoining Property, and be set forth in the short form lease to be recorded upon the effective date of the Lease.
Existing Exclusives And Restrictions:	Landlord acknowledges that it is critically important that CFA be advised of all existing or pending "exclusives," "no build" or "no change" areas or other similar restrictions on CFA's right to develop and operate the Property as a Chick-fil-A restaurant with a broad variety of menu items (which include sandwiches, signature coffees, soup, blended beverages, ice cream, baked goods, bagels, breakfast burritos and wraps). Accordingly, Landlord agrees to carefully review its title files and leases with other tenants of the Adjoining Property (existing and under negotiation) and to make appropriate inquiries of its leasing representatives to provide CFA, within 10 days after full execution of this letter, with accurate and complete copies of all (i) reciprocal easement agreements, declarations, so-called CC&Rs and other similar documents affecting title to the Property and the Adjoining Property, and (ii) use restrictions or exclusives (existing or pending) affecting or intended to affect the Property or the easements rights and restrictions over the Adjoining Property. The Lease will include a representation from Landlord that no consents or other approvals are required to be obtained from any third party (including other tenants of the Adjoining Property) for CFA's proposed use, the construction of a building on the Property, and the restrictions and easements to be imposed on the Adjoining Property.

Right of Entry: To allow CFA to proceed with its due diligence with respect to the Property, by its execution of this letter, Landlord agrees to allow CFA to access the Property and Adjoining Property to conduct at CFA's expense all reasonable tests and investigations, including surveys, soils tests and environmental tests and investigations. CFA agrees to restore any portion of the Property disturbed in connection with any such tests and investigations conducted by CFA. Except for negligence or willful acts by Landlord or its agents, contractors or employees, CFA agrees to indemnify and hold Landlord harmless from and against any and all loss, cost, damage or expense arising out of or due to any entry on the Property by CFA, its employees, agents or contractors. Landlord may terminate this right upon 24 hours prior, written notice if negotiations between CFA and Landlord discontinue. Landlord agrees to terminate this agreement only in good faith and only if such negotiations cease. Notwithstanding the non-binding nature of this letter, the terms of the right of entry granted in this paragraph are binding upon CFA and Landlord.

Exclusivity: Landlord will not negotiate with any third party respecting the sale or lease of the Property while the parties are in good faith and with due diligence negotiating the Lease. Notwithstanding the non-binding nature of this letter, the terms of the exclusivity in this paragraph are binding upon CFA and Landlord.

Miscellaneous: This letter does not constitute an offer by either party and is intended only to determine whether there is a basis acceptable to CFA and Landlord for proceeding toward a legally binding and definitive Lease for the Property. Except for the paragraphs under the headings "Right of Entry" and "Exclusivity" above, this letter is not a binding commitment or agreement by either CFA or Landlord, and there will be no binding agreement between the parties until the Lease, which must be in form and content satisfactory to each party and its counsel, has been fully executed and delivered by each of CFA and Landlord. This letter does not obligate either party to proceed to the completion of an agreement.

If the terms of this letter are acceptable, please sign below and return an executed counterpart to CFA prior to August 11, 2017. In addition, please complete the information questionnaire attached hereto as Exhibit "C" to facilitate CFA's preparation of a draft Lease for your review and comment.

Sincerely,

Brian Jorbin
Sr. Real Estate Representative Chick-fil-A, Inc.

ACCEPTED, _____ this day of _____

"LANDLORD"

_____

By: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

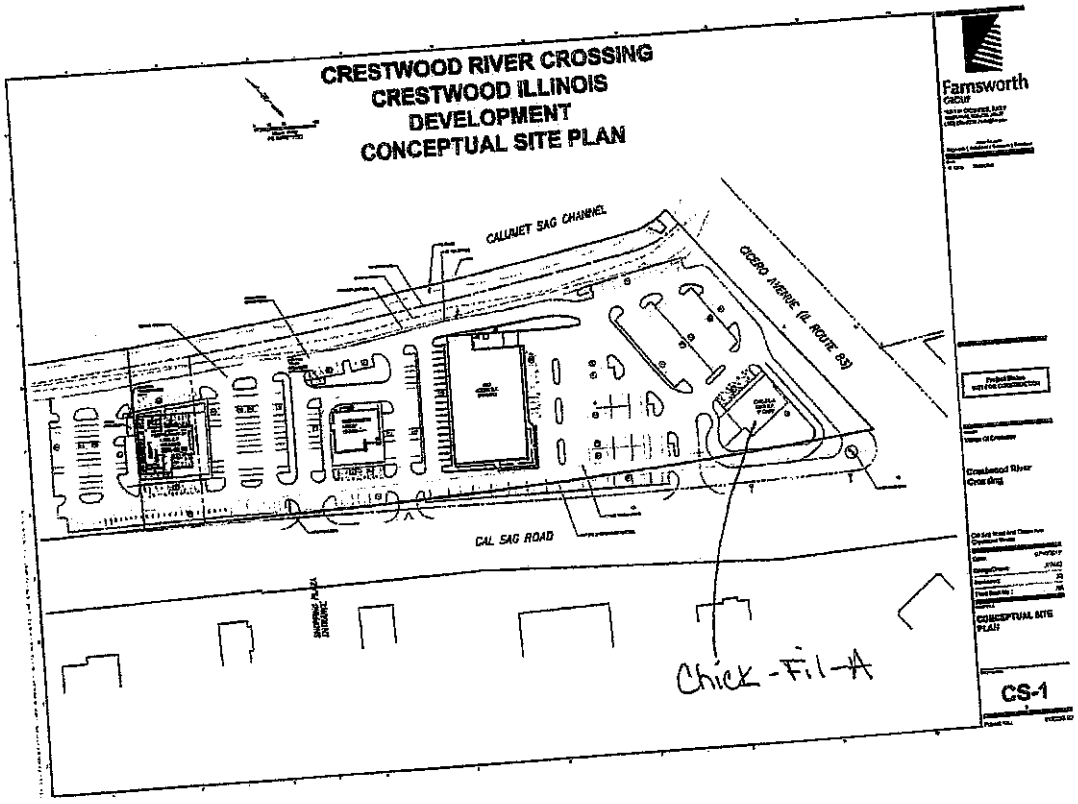


EXHIBIT "B" DESCRIPTION OF ADJONNG PROPERTY

LOI - WORK LETTER EXHIBIT "D"

1. Finished Building Pad Delivery/Curb-in:

Landlord will complete the following work ("Landlord's Work") at its sole cost in accordance with the Landlord's Work plans and specifications mutually approved by Tenant and Landlord as further described in the Lease:

(a) installation of all utilities to a point within five feet of CFA's proposed restaurant building (which utilities must be fully functional and ready for hookup and operation in capacities sufficient for CFA's use except for the payment of customary connection or tap fees with the utility companies as may be required for CFA's work), as well as conduit for electrical service to any CFA freestanding sign;

(b) completion of all necessary and appropriate access drives, driveways and access ways to the common area internal ring road to be delineated on future site plans and attached to the lease ;

(c) demolition of existing improvements and removal of all debris, including any asphalt, concrete slabs, underground foundations or footings;

(d) all cut and fill work and certified, compacted finished grading of the Property free of unsuitable soils (as further defined in the Lease);

(e) construction and installation of storm water retention and water quality facilities for the Property; to be delineated on future site plans and attached to the lease.

(f) construction and installation of all final surface course paved parking areas (including striping), lighting, landscaping, and irrigation systems on the Property and Adjoining access point (including controls for Tenant separate from any Adjoining Property systems).

It is intended that Landlord's Work will provide CFA with a finished building pad whereby CFA is solely responsible for constructing its building and sidewalks immediately surrounding its building, drive-thru, freestanding sign and trash enclosure. Landlord will obtain all permits and approvals necessary to perform Landlord's Work only at Landlord's expense, including the payment of all necessary impact fees, traffic fees, utility connection or capacity fees and other similar development expenses related to landlords work only. Not including any building tap fees or hook up fees. All of landlord required work listed above is to be per code and all tenant requirements above must be completed and approved as per the approval of all governmental entities having code jurisdiction for the development.

EXHIBIT I

FORM OF ESTOPPEL CERTIFICATE

Re: Co-Tenancy Agreement dated _____, 20__ by and between VILLAGE OF CRESTWOOD, an Illinois municipal agency (hereinafter referred to as "**Crestwood**"), and Chick-fil-A, Inc., a Georgia corporation (hereinafter referred to as "**CFA**"), for premises comprised of approximately 1 acre located at [insert street address], Crestwood, Cook County, Illinois (the "**Premises**"), described on Exhibit A of the Declaration and Short Form Agreement dated _____ and recorded in Book____, Pages _____ in _____, _____(the "**Agreement**").

REPRESENTATIONS BY CFA AND CRESTWOOD

TO: Village of Crestwood
13840 South Cicero Avenue
Crestwood, Illinois 60445
Attention: Mayor

Chick-fil-A, Inc., CFA
5200 Buffington Road
Atlanta, Georgia 30349-2998

Ladies and Gentlemen:

CFA and Crestwood certify to the best of their knowledge and belief, as of _____, 20__, the following:

1. The Agreement is in full force and effect and has not been modified, amended, supplemented, or assigned, except as described above.

2. Annual basic rent and other charges due Crestwood under the Agreement have been paid through **[INSERT DATE THROUGH END OF MONTH]** as set forth in the Agreement, excepting only year-end reconciliations of amounts paid on account for the current accounting period. CFA is currently paying monthly basic rent in the amount of **[INSERT MONTHLY AMOUNT]** due and payable as set forth in the Agreement. No rent has been paid more than one month in advance, except payments made on account of CFA pursuant to the specific terms of the Agreement.

3. CFA knows of no condition under the Agreement which on the giving of notice or the passage of time or both would constitute a default under the Agreement by Crestwood and there are no claims, defenses or offsets which CFA has against enforcement of the Agreement by Crestwood, except any credits or refunds due to CFA resulting from the review or audit of any year end reconciliations.

   Crestwood knows of no condition under the Agreement which on the giving of notice or the passage of time or both would constitute a default under the Agreement by CFA and there are no claims, defenses or offsets which Crestwood has against enforcement of the Agreement by CFA.

4. The initial term of the Agreement commenced on **[INSERT DATE]**; rent commenced on **[INSERT DATE]**; and the initial term expires on **[INSERT DATE]**. CFA has the right to extend the term of the Agreement for eight (8) consecutive periods of five (5) years each pursuant to the terms of the Agreement.

5. CFA is in possession of the Premises. CFA has not filed or had filed against it a petition for bankruptcy under the bankruptcy laws of the United States and is not subject to any reorganization, insolvency, or other like proceedings.

6. All statements contained in this Estoppel Certificate are based on the knowledge of the signing representatives below, without investigation. Nothing contained in this Estoppel Certificate will constitute or be deemed to constitute an amendment, modification or waiver of any term or condition of the Agreement or any right or remedy of CFA under the Agreement, or arising in connection with the Agreement, including all appurtenant covenants, restrictions or easements of record. In the event of any conflict between the Agreement and this Estoppel Certificate, the Agreement will control. Further, except with respect to any exclusive use and restrictive covenant violations listed below that CFA hereby waives, this Estoppel Certificate will not be used to evidence CFA's waiver of, or estop CFA from making claims for, exclusive use or other restrictive covenant violations under the Agreement or arising in connection with the Agreement, including all appurtenant covenants, restrictions or easements of record: NONE

7. All capitalized terms will have the meanings set forth in the Agreement, except as otherwise specifically defined in this Estoppel Certificate.

8. This Estoppel Certificate will be of no force or effect until both parties receive a fully executed original counterpart of this Estoppel Certificate.

9. CFA acknowledges that Crestwood will have the right to provide a copy of this Estoppel Certificate to Crestwood's prospective lender or prospective purchaser of the Premises and such lender or purchaser will have the right to rely on CFA's and Crestwood's representations in this Estoppel Certificate in connection with a lending transaction or sale of the Premises. CFA also has the right to rely on Crestwood's representations in this Estoppel Certificate.

The undersigned have executed this Estoppel Certificate on this ____ day of _____, 20__.

CFA:

Chick-fil-A, Inc.,
a Georgia corporation

By: _____
Name: _____
Title: _____

CRESTWOOD:

VILLAGE OF CRESTWOOD
an Illinois Municipal Agency

By:_____
Name: Louis Presta
Title: Mayor

EXHIBIT J

CRESTWOOD'S WORK

Crestwood agrees, at its expense, to complete the "**Crestwood's Work**" in accordance with this Exhibit. If any word in this Exhibit is capitalized but is not defined, the term has the meaning given in the Agreement. All notices between Crestwood and CFA required in this Exhibit will be given and received in accordance with the provision titled "Notices" in the Agreement.

Section 1. Scope of Crestwood's Work. Crestwood will perform all of the site work and utility work required for CFA to proceed with construction of CFA's "curb in" work (e.g., the sidewalk immediately surrounding the restaurant building) and the restaurant building (collectively, the "**Building**"). For clarity, Crestwood's Work does not include the construction of the Building, the construction of CFA's Dumpster Enclosure Area (including the concrete pad in front of same), the curbing around the Building, the drive-thru (including the concrete drive-thru lane(s) and the loop detectors and other related appurtenances, as well as CFA's menu boards and all underground electrical conduit serving same), CFA's outdoor seating area, or CFA's signs to be constructed on the Demised Premises (collectively referred to as "**CFA's Work**").

The work to be performed by Crestwood is referred to as the "**Crestwood's Work**," will be shown on the "**Approved Plans**" as defined in Section 2 below, and will consist of the following:

"**Crestwood's Pre-Commencement Date Work**" consists of the following work:

(a) Demolition and removal of all existing buildings and other improvements on the Land, including foundations and all pavement, sidewalks, and asphalt, and removal of all debris, all as further described on Exhibit J-1 (if applicable).

(b) All excavation, over-excavation, cut and fill work, compaction, and finished grading of the Land to prepare the Land for CFA's Work (including, without limitation, the over-excavation, fill and grading to remove unsuitable materials in and beneath the area of CFA's footings and to prepare the Land for the Building, sufficient to enable CFA to utilize standard spread footings at standard depths). The work by Crestwood will be done under the supervision of a licensed/registered geotechnical engineer acceptable to CFA and in accordance with the "**Earthwork Performance Criteria**" attached to this Agreement as Exhibit J-1. Crestwood will construct retaining walls as necessary in connection with the above-referenced grading level. Crestwood will also install appropriate erosion control measures and fencing around the Land. Crestwood will provide a geotechnical report (the "**Geotechnical Report**") for review by CFA which complies with CFA's criteria to be provided to Crestwood. CFA will have the right to review and approve the recommendations within the Geotechnical Report which relate to the Land.

(c) Construction and installation of all utilities. All utilities must be extended to a point within five feet (5') of the Building pad and CFA's Dumpster Enclosure Area (as applicable) at locations designated by CFA. The work will be done in compliance with the "**Utility Criteria**" in Section 4, below. Utilities include electricity, water (domestic, irrigation, and fire suppression), gas, telephone, internet, storm sewer, and sanitary sewer. CFA will designate the locations for utility installation by delivering CFA's utility plan to Crestwood. This scope of work expressly includes installation of conduit for electrical service to CFA's planned free-standing signage.

(d) Construction and initial binder coat paving of all driveways, accessways and curb cuts which provide access to and from the Demised Premises to public rights of way, including the Protected Drives.

(e) Construction and installation of all necessary improvements for stormwater drainage and retention for the development of which the Land is a part, including, but not limited to, any storm water quality, treatment, controls or systems as may be required by the applicable governmental authorities. The

stormwater improvements must be completed, inspected, and approved by the applicable governmental authority and fully functioning for CFA's immediate use.

"**Crestwood's Post-Commencement Date Work**" consists of the following work:

(a) Final installation of all sidewalks, lighting, landscaping, signage, fire hydrants, and irrigation systems on the Land and the Adjoining Property (including controls for CFA separate from any systems serving the Adjoining Property).

(b) Final surface course of paving and striping of the parking and other non-landscaped areas of the Land and that portion of Adjoining Property located to the east of the Demised Premises in accordance with the Approved Plans.

Section 2. Crestwood's Plans. Crestwood agrees to submit plans and specifications for Crestwood's Work to CFA for CFA's reasonable review and approval within thirty (30) days after the Effective Date of this Agreement. All such plans shall be prepared by an engineer approved by CFA. Crestwood's plans will include, by way of example only and not by way of limitation, the following types of drawings:

(a) Site Plan;
(b) Utility Plan;
(c) Grading Plan;
(d) Drainage Plan;
(e) Paving Plan;
(f) Landscape and Irrigation Plans;
(g) Lighting Plan (including detail as to power source and location of controls); and
(h) Erosion and Sediment Control Plan.

Once CFA approves the plans and specifications in writing (the "**Plans Approved for Permitting**"), Crestwood will not modify the Plans Approved for Permitting (except as provided below) without CFA's prior, written consent, which will not be unreasonably withheld. Agreement on the Plans Approved for Permitting is an express condition precedent to the expiration of the Inspection Period.

Crestwood expressly acknowledges that if the initial Plans Approved for Permitting do not incorporate CFA's designated locations of utilities, Crestwood will have the Plans Approved for Permitting modified after receiving CFA's utility plan. CFA will deliver its utility plan to Crestwood. Crestwood will deliver a revised set of Plans Approved for Permitting to CFA within thirty (30) days after receipt of CFA's plan.

Crestwood agrees that the proper utility location is critical and that any failure by CFA to deliver its plan to Crestwood is not a waiver of this requirement. Crestwood will request the utility plan from CFA, in writing, if CFA fails to deliver it to Crestwood, and CFA will promptly submit them.

Crestwood agrees to submit final permitted plans and specifications for Crestwood's Work to CFA for CFA's reasonable review and approval at least thirty (30) days prior to expiration of the Permitting Period. Once CFA approves the final permitted plans and specifications in writing (the "**Approved Plans**"), Crestwood will not modify the Approved Plans without CFA's prior, written consent, which consent will not be unreasonably withheld. Agreement on the Approved Plans is an express condition precedent to the expiration of the Permitting Period.

Section 3. Standard of Work. All of Crestwood's Work will comply with (i) the Approved Plans, (ii) the Earthwork Performance Criteria, (iii) all applicable laws, codes, ordinances, rules and regulations (including, without limitation, the Americans with Disabilities Act), and (iv) all applicable easements, restrictions, covenants, and agreements of record.

Prior to the Commencement Date, Crestwood and CFA will meet to coordinate construction schedules so as to minimize interference with the construction activities of the other party and to develop a mutually agreeable construction schedule.

Section 4. Utility Criteria. All utilities will be properly stubbed, capped and their locations marked above ground. Crestwood will install all sleeves for piping to CFA's signage, irrigation systems, and CFA's Dumpster Enclosure Area in locations designated by CFA on CFA's plans. CFA will only be required to pay ordinary tap on fees and user charges as are normally and uniformly imposed by the utility provider. The capacity of all utilities must conform to the following criteria:

(a) **Electric**. All electric lines will accommodate a 208/Y/120 volt, 4 phase, 1200 amp service with four (4) sets of 4# 350 kcmil conductors. If the transformer is not within the Land, Crestwood will install a minimum of four (4) four inch (4") PVC conduits from the electric company transformer to a point designated by CFA. CFA is responsible for installing the secondary service from the transformer to the Building unless the secondary service line extends more than 125 feet in length, in which case Crestwood will be responsible for any length of secondary in excess of 125 feet.

(b) **Gas**. Gas service will accommodate a peak gas demand of 1,475 cfh of which 150 cfh is used for water heating and the remainder is for space heating. The required pressure at the Building is seven inch (7") w.c.

(c) **Sanitary Sewer**. All sewer lines will be a minimum of six inches (6") and have capacity to accommodate a total water usage of 1,500 GPD of which 775 GPD is discharged as non-grease waste and 725 GPD is grease waste. CFA will provide its own grease trap in accordance with CFA's specifications, except as otherwise required by the applicable governmental authority.

(d) **Domestic/Fire Water**. Water lines will accommodate minimum 50 psi water pressure at the Building and have a peak water demand of 67 gpm. The water service lateral line will be a minimum of one and one-half inches (1½") in diameter and the fire protection line will be a minimum of four inches (4") in diameter or larger if required by code. The domestic meter size will be one and one-half inches (1½"). If landscaping is by Crestwood, CFA intends to tap off the water line and have a separate one inch (1") irrigation line/meter unless the utility company or applicable governmental authority requires a separate irrigation tap from the main water line, in which case Crestwood will provide a one inch (1") service line and a one inch (1") meter at a location designated by CFA.

(e) **Telephone.** Crestwood will install two (2) two inch (2") Schedule 40 PVC conduits with pull strings from telephone source to a location designated by CFA.

(f) **Internet**. Crestwood will install one (1) three inch (3") Schedule 40 PVC conduit with pull string from the internet service provider's main distribution point to a location designated by CFA.

Section 5. Completion Date for Crestwood's Pre-Commencement Date Work; Evidence of Completion; CFA's Remedies. Crestwood and CFA agree as follows:

(a) Crestwood's Pre-Commencement Date Work will be complete on or before May 31, 2019 (the "**Crestwood's Pre-Commencement Work Completion Date**").

(b) Crestwood acknowledges that CFA will, subject to receipt of the CFA's Permits, establish a construction schedule based upon the Crestwood's Pre-Commencement Date Work Completion Date. CFA will not be required to accept delivery earlier than fifteen (15) business days after the date that Crestwood completes the Crestwood's Pre-Commencement Date Work and delivers the certificates attached to this Agreement as Exhibit J-2 and Exhibit J-3.

(c) If Crestwood misses the Crestwood's Pre-Commencement Date Work Completion Date, CFA will receive one (1) day of free rent for each day of delay. Additionally, CFA may (at any time before actual delivery of the Demised Premises) elect either to (i) terminate this Agreement, or (ii) perform the remaining work on Crestwood's behalf. If CFA terminates this Agreement, Crestwood will be obligated to reimburse CFA for all costs incurred in connection with this Agreement (including due diligence, design, permit fees, and reasonable attorneys' fees). If CFA elects to perform the remaining work on Crestwood's behalf, CFA may set off all costs incurred, plus an administrative fee equal to 20%, against rent due under

this Agreement. During the time CFA performs the work, free rent will continue to accrue as provided in this subparagraph (e). CFA will make the election by written notice to Crestwood. Crestwood will cause its consultants and contractors to cooperate with CFA if CFA elects to complete Crestwood's Pre-Commencement Date Work.

(f) Within five (5) business days after completing Crestwood's Pre-Commencement Date Work Crestwood will deliver the certificates attached to this Agreement as Exhibit J-2 and Exhibit J-3. CFA has the right to inspect Crestwood's Pre-Commencement Date Work. CFA's inspection or acceptance of Crestwood's Pre-Commencement Date Work will not constitute a waiver of any claim against Crestwood for defects in Crestwood's Pre-Commencement Date Work.

(g) Crestwood warrants all of Crestwood's Pre-Commencement Date Work for a period of one (1) year after the Commencement Date ("**Warranty Period**"). The Warranty Period will not limit Crestwood's responsibility for latent defects which are not discovered within such one (1) year period.

(h) CFA's acceptance of the Demised Premises will not constitute a waiver of any of the requirements in this Exhibit. If CFA discovers that any of Crestwood's Pre-Commencement Date Work was not performed in accordance with the terms of this Exhibit, CFA must give written notice to Crestwood within the Warranty Period, then Crestwood will correct the defect. CFA will receive one (1) day of free rent for each day it takes Crestwood to correct a defect in Crestwood's Pre-Commencement Date Work (but only if CFA cannot reasonably operate its business during such time). Crestwood acknowledges that, notwithstanding Crestwood's delivery of the certificates required in this Exhibit, CFA may not actually discover that the Crestwood's Pre-Commencement Date Work is not correct (for example, that utilities are not in the locations required by CFA's plans or that the grading and fill work was not done properly) until CFA commences its construction.

(i) If Crestwood does not promptly commence within two (2) business days after receipt of notice from CFA the work required to correct a defect in Crestwood's Pre-Commencement Date Work and diligently complete it within five (5) business days after commencement of the work, CFA will, in addition to all other rights and remedies, have the same self-help rights set forth in (e), above. Crestwood further acknowledges that any defect in Crestwood's Pre-Commencement Date Work may materially interfere with CFA's ability to complete CFA's Work and open its restaurant to the public. Accordingly, in addition to and without waiving the foregoing provisions or CFA's other rights and remedies under this Agreement, if CFA discovers after the purported completion of Crestwood's Pre-Commencement Date Work (or applicable portion thereof) but prior to completion of CFA's Work that any portion of Crestwood's Pre-Commencement Date Work has not been properly completed or is otherwise defective, then CFA will have the right (but not the obligation) to immediately take such action as CFA reasonably deems prudent to correct all or any portion of such defective work, at Crestwood's sole cost and expense. CFA may immediately undertake such work upon notice to Crestwood without the need for, or giving effect to, the notices or Crestwood cure rights set forth or otherwise required by this clause (i) or elsewhere in this Agreement. If Crestwood does not reimburse CFA for the cost of such work undertaken by CFA pursuant to this clause (i) within thirty (30) days following request, CFA may offset such amounts from rent.

Section 6. Completion Date for Post-Commencement Date Work; CFA's Remedies.

(a) Crestwood's Post-Commencement Date Work must be complete on or before the ninetieth (90th) day following the Commencement Date (the "**Post-Commencement Date Work Completion Date**").

(b) Crestwood acknowledges that CFA will establish a construction schedule based upon the Post-Commencement Date Work Completion Date.

(c) If Crestwood misses the Post-Commencement Date Work Completion Date, CFA will receive one (1) day of free rent for each day of delay for up to ten (10) days of delay, and two (2) days of free rent for every additional day of delay.

(d) After ten (10) days of delay, CFA may elect to perform the remaining work on Crestwood's behalf. CFA may set off all costs incurred, plus an administrative fee equal to 20%, against rent due under this Agreement. During the time CFA performs the work, free rent will continue to accrue as provided in (c), above. CFA will make the election by written notice to Crestwood. Crestwood will cause its consultants and contractors to cooperate with CFA if CFA elects to complete Crestwood's Post-Commencement Date Work.

(e) Within five (5) business days after completing Crestwood's Post-Commencement Date Work, and in all events not later than the Post-Commencement Date Work Completion Date, Crestwood will deliver the certificate attached to this Agreement as Exhibit J-4. CFA has the right to inspect Crestwood's Post-Commencement Date Work. CFA's inspection or acceptance of Crestwood's Post-Commencement Date Work will not constitute a waiver of any claim against Crestwood for defects in Crestwood's Post-Commencement Date Work.

(f) Crestwood warrants all of Crestwood's Post-Commencement Date Work for a period of one (1) year after the Post-Commencement Date Work Completion Date. The warranty period will not limit Crestwood's responsibility for latent defects which are not discovered within such one (1) year period.

(g) CFA's acceptance of the Demised Premises will not constitute a waiver of any of the requirements in this Exhibit. If CFA discovers that any of Crestwood's Post-Commencement Date Work was not performed in accordance with the terms of this Exhibit, CFA must give written notice to Crestwood within the Warranty Period, then Crestwood must correct the defect. CFA will receive one (1) day of free rent for each day it takes Crestwood to correct a defect in Crestwood's Post-Commencement Date Work (but only if CFA cannot reasonably operate its business during such time). Crestwood acknowledges that, notwithstanding Crestwood's delivery of the certificates required in this Exhibit, CFA may not actually discover that the Crestwood's Post-Commencement Date Work is not correct (for example, that utilities are not in the locations required by CFA's plans or that the grading and fill work was not done properly) until CFA commences its construction.

(h) If Crestwood does not promptly commence within two (2) business days after receipt of notice from CFA the work required to correct a defect in Crestwood's Post-Commencement Date Work and diligently complete it within five (5) business days after commencement of the work, CFA will, in addition to all other rights and remedies, have the same self-help rights set forth in (d), above. Crestwood further acknowledges that any defect in Crestwood's Post-Commencement Date Work may materially interfere with CFA's ability to complete CFA's Work and open its restaurant to the public. Accordingly, in addition to and without waiving the foregoing provisions or CFA's other rights and remedies under this Agreement, if CFA discovers after the purported completion of Crestwood's Post-Commencement Date Work (or applicable portion thereof) but prior to completion of CFA's Work that any portion of Crestwood's Post-Commencement Date Work has not been properly completed or is otherwise defective, then CFA will have the right (but not the obligation) to immediately take such action as CFA reasonably deems prudent to correct all or any portion of such defective work, at Crestwood's sole cost and expense. CFA may immediately undertake such work upon notice to Crestwood without the need for, or giving effect to, the notices or Crestwood cure rights set forth or otherwise required by this clause (h) or elsewhere in this Agreement. If Crestwood does not reimburse CFA for the cost of such work undertaken by CFA pursuant to this clause (h) within thirty (30) days following request, CFA may offset such amounts from rent.

EXHIBIT J-1

EARTHWORK PERFORMANCE CRITERIA

Crestwood agrees that all fill and grading work will be done to the standards in this Exhibit, as the same may be modified by the Approved Plans.

1. Initial Site Stripping/Demolition

Initial site preparation includes, if applicable, complete removal and proper disposal of the existing building and all remnants of previous construction. This includes all foundations, floor slabs, septic tanks and underground utilities which are not reused. Disposal of material and debris must be in accordance with local, state and federal regulations for the material type. All excavations must be backfilled with Structural Fill (as defined below) and performed under engineering controlled conditions and benched into the surrounding soils in accordance with this Exhibit. As the soil conditions in the existing building area are not known, the subgrade and the Structural Fill must be observed and tested by a geotechnical engineer.

Initial site preparation also includes the removal of any existing asphaltic concrete pavements; however, these pavements should remain in place as long as possible to serve as a construction entrance and to protect the underlying moisture sensitive soil.

Prior to placement of any new fill, the Land must be stripped of all vegetation, stumps, root balls, topsoil, topsoil fill, root mat, muck, mulch and other organics. Unstable areas must be:

- overexcavated to a stable subgrade,
- scarified, moisture conditioned and recompacted,
- stabilized with coarse aggregate or geotextile, or
- stabilized with chemical admixture such as cement, fly-ash, or hydrated lime.

The Land must be graded with Structural Fill selected, placed, and compacted as outlined in this Exhibit.

2. Structural Fill

All new fill within the areas of the Land that may be used for support of structures, signs, utilities, pavements, walks, walls, etc. must meet the standards of "Structural Fill" as set out in this Exhibit. Structural Fill must be comprised of clean soil or aggregate, free of organics, deleterious materials, ice, snow, and waste of any kind, the fill work must be observed and documented by a reputable soil engineer, and the Structural Fill must be compacted to the standards in this Exhibit.

Structural Fill will be compacted in uniform lifts not exceeding 10 inches loose thickness, to at least 95% of Standard Proctor Maximum Dry Density (ASTM D698). All fill slopes to remain must be placed and compacted beyond the final lines and grades, then cut back to ensure proper compaction at the finish slope face. All existing slopes steeper than 5H:1V must be "benched" at least 8 feet into the slope face, to ensure new fills are placed and compacted in generally uniform, horizontal lifts, eliminating weakened planes within the new fills. The top lift must be compacted to 98% Standard Proctor Maximum Dry density (ASTM D 698).

3. Utility backfill

All underground utilities must be backfilled with the trench spoil, unless the spoils do not meet the Structural Fill requirements above, in which case a suitable Structural Fill must be imported and the unsuitable spoils disposed off site.

4. Subgrade

The original subgrade, and each successive lift of Structural Fill including the final lift, will be stable under the weight of a loaded biaxial dump truck. "Stable" is defined as a firm, unyielding surface, and allowing no yielding, rutting, fanning, pumping, or otherwise deflecting in excess of ½ inch.

In addition, the final subgrade will meet the following parameters:

- Building slab, Exterior Slabs, and Rigid Pavement areas:
    - Modulus of Subgrade Reaction (k) ≥ 200 pci
- Flexible Pavement areas:
    - California Bearing Ratio (CBR) ≥ 10 and;
    - Resilient Modulus (M_R) ≥ 2,000.

5. Drainage

During excavations, all perched or hydrostatic groundwater must be diverted to a suitable dewatering sump or other facility, and discharged to a suitable outlet, in accordance with applicable regulations.

During grading, positive drainage must be maintained toward a lined swale, catch basin, detention area or other suitable stormwater collection area to minimize ponding and retention of water. All subgrades must be compacted with a smooth drum roller in preparation of any anticipated precipitation or periods of site inactivity in excess of 48 hours. Sub-drains, French drains or other suitable structure(s) must be installed to relieve trapped water due to shallow bedrock, springs, and seepage, and to divert water to an appropriate structure or outlet. Surface water must be diverted AWAY from slopes and retaining walls to prevent erosion and hydrostatic pressures.

Shallow groundwater, perched water, trapped water, and or artesian conditions (springs, etc.) will be remediated with the installation of a French drain, burrito drain, or other subsurface drainage system designed to effectively control water from weakening the subgrade, allowing capillary rise to building and pavement subgrades, or otherwise impacting the development of the Land. The drainage system must divert water to a legal, approved discharge point which will not allow back-flushing and will effectively filter soil particles from entering the drain.

6. Grading

The final lift must be graded to within 0.1 foot of design grades as shown on CFA's final grading plan. CFA's final grading plan will be delivered to Crestwood at the time CFA applies for its Permits.

7. Erosion Control

Sediment and erosion control features must be maintained in accordance with the project plans and specifications, all municipal, county, state and federal regulations, and the more stringent of local standards and codes or the 2012 Construction General Permit issued by the United States Environmental Protection Agency, regardless of whether the construction site is greater than or less than one (1) acre.

8. QA/AC Documentation

A testing agency must be retained under the direction of a registered professional engineer to monitor and test the site preparation to confirm and document satisfactory compliance with these criteria. The documentation will be submitted to CFA along with a certification from the registered geotechnical engineer summarizing his services and stating that these criteria have been met.

9. Modification of Information

The information contained in this Exhibit is subject to modification pending completion of site specific geotechnical engineering exploration and analysis by CFA. Modifications will be communicated by CFA to Crestwood for incorporation into the Approved Plans.

EXHIBIT J-2

CONSULTANT'S CERTIFICATE

Project	
Date	
Geotech. Engineer	
Surveyor	
Civil Engineer	
Grading Contractor	
Const. Mgr.	

Each party signing this certificate on behalf of the consultant listed above has been duly authorized to execute and deliver this certificate on behalf of the company providing the services.

GEOTECHNICAL ENGINEER CERTIFICATION

I certify that the fill placement and surface and contour grading of the property being leased or purchased by Chick-fil-A, Inc. has been performed and completed substantially in accordance with the recommendations of the Geotechnical Investigation prepared by _____ dated _____ and Chick-fil-A's Earthwork Performance Criteria attached as Schedule 1 to this certificate. The work was performed under the supervision of the Geotechnical Engineer signing this certification. A final report containing a description of the grading work, on-site recommendations, and the results of testing and inspections has been prepared by _____ and dated _____.

Geotechnical Engineer (signature) _____ Date _____

Print Name: _____

Registration No. _____ AFFIX SEAL HERE

Expiration Date: _____

SURVEYOR CERTIFICATION

I certify that the surface and contour grading of the property being leased or purchased by Chick-fil-A, Inc. is complete and is substantially in accordance with the drawings and specifications by _____ dated _____ and in accordance with the specifications in the Earthwork Performance Criteria attached as Schedule 1 to this certificate. I further certify that the boundaries of such property have been established by pins which as of the date of this Certification are located as described on the survey.

Finished Floor Elevation _____ Date _____

Surveyor (signature) _____

Print Name: _____

Registration No. _____ AFFIX SEAL HERE

Expiration Date: _____

CIVIL ENGINEER CERTIFICATION

I certify that the utility lines serving the property being leased or purchased by Chick-fil-A, Inc. have been constructed and installed substantially in accordance with the drawings and specifications by _____, dated _____, last revised _____. **[Note: Utility lines must be extended to the point designated by Chick-fil-A, Inc.]**

Civil Engineer (signature) _____ Date _____

Print Name: _____

Registration No. _____ AFFIX SEAL HERE

Expiration Date: _____

GRADING CONTRACTOR CERTIFICATION

I certify that the fill placement and surface and contour grading of the property being leased or purchased by Chick-fil-A, Inc. is complete and, to the best of the undersigned's knowledge, has been performed substantially in accordance with the drawings and specifications by _____ dated _____ and in accordance with the specifications in the Earthwork Performance Criteria attached as Schedule 1 to this certificate.

Contractor (signature) _____ Date _____

Print Name: _____

SCHEDULE 1 TO CONSULTANT'S CERTIFICATE

Earthwork Performance Criteria

Crestwood agrees that all fill and grading work will be done to the standards in this Exhibit, as the same may be modified by the Approved Plans.

1. Initial Site Stripping/Demolition

Initial site preparation includes, if applicable, complete removal and proper disposal of the existing building and all remnants of previous construction. This includes all foundations, floor slabs, septic tanks and underground utilities which are not reused. Disposal of material and debris must be in accordance with local, state and federal regulations for the material type. All excavations must be backfilled with Structural Fill (as defined below) and performed under engineering controlled conditions and benched into the surrounding soils in accordance with this Exhibit. As the soil conditions in the existing building area are not known, the subgrade and the Structural Fill must be observed and tested by a geotechnical engineer.

Initial site preparation also includes the removal of any existing asphaltic concrete pavements; however, these pavements should remain in place as long as possible to serve as a construction entrance and to protect the underlying moisture sensitive soil.

Prior to placement of any new fill, the Land must be stripped of all vegetation, stumps, root balls, topsoil, topsoil fill, root mat, muck, mulch and other organics. Unstable areas must be:

- overexcavated to a stable subgrade,
- scarified, moisture conditioned and recompacted,
- stabilized with coarse aggregate or geotextile, or
- stabilized with chemical admixture such as cement, fly-ash, or hydrated lime.

The Land must be graded with Structural Fill selected, placed, and compacted as outlined in this Exhibit.

2. Structural Fill

All new fill within the areas of the Land that may be used for support of structures, signs, utilities, pavements, walks, walls, etc. must meet the standards of "Structural Fill" as set out in this Exhibit. Structural Fill must be comprised of clean soil or aggregate, free of organics, deleterious materials, ice, snow, and waste of any kind, the fill work must be observed and documented by a reputable soil engineer, and the Structural Fill must be compacted to the standards in this Exhibit.

Structural Fill will be compacted in uniform lifts not exceeding 10 inches loose thickness, to at least 95% of Standard Proctor Maximum Dry Density (ASTM D698). All fill slopes to remain must be placed and compacted beyond the final lines and grades, then cut back to ensure proper compaction at the finish slope face. All existing slopes steeper than 5H:1V must be "benched" at least 8 feet into the slope face, to ensure new fills are placed and compacted in generally uniform, horizontal lifts, eliminating weakened planes within the new fills. The top lift must be compacted to 98% Standard Proctor Maximum Dry density (ASTM D 698).

3. Utility backfill

All underground utilities must be backfilled with the trench spoil, unless the spoils do not meet the Structural Fill requirements above, in which case a suitable Structural Fill must be imported and the unsuitable spoils disposed off-site.

4. Subgrade

The original subgrade, and each successive lift of Structural Fill including the final lift, will be stable under the weight of a loaded biaxial dump truck. "Stable" is defined as a firm, unyielding surface, and allowing no yielding, rutting, fanning, pumping, or otherwise deflecting in excess of ½ inch.

In addition, the final subgrade will meet the following parameters:

- Building slab, Exterior Slabs, and Rigid Pavement areas:
    - Modulus of Subgrade Reaction (k) ≥ 200 pci
- Flexible Pavement areas:
    - California Bearing Ratio (CBR) ≥ 10 and;
    - Resilient Modulus (M_R) ≥ 2,000.

5. Drainage

During excavations, all perched or hydrostatic groundwater must be diverted to a suitable dewatering sump or other facility, and discharged to a suitable outlet, in accordance with applicable regulations.

During grading, positive drainage must be maintained toward a lined swale, catch basin, detention area or other suitable stormwater collection area to minimize ponding and retention of water. All subgrades must be compacted with a smooth drum roller in preparation of any anticipated precipitation or periods of site inactivity in excess of 48 hours. Sub-drains, French drains or other suitable structure(s) must be installed to relieve trapped water due to shallow bedrock, springs, and seepage, and to divert water to an appropriate structure or outlet. Surface water must be diverted AWAY from slopes and retaining walls to prevent erosion and hydrostatic pressures.

Shallow groundwater, perched water, trapped water, and or artesian conditions (springs, etc.) will be remediated with the installation of a French drain, burrito drain, or other subsurface drainage system designed to effectively control water from weakening the subgrade, allowing capillary rise to building and pavement subgrades, or otherwise impacting the development of the Land. The drainage system must divert water to a legal, approved discharge point which will not allow back-flushing and will effectively filter soil particles from entering the drain.

6. Grading

The final lift must be graded to within 0.1 foot of design grades as shown on CFA's final grading plan. CFA's final grading plan will be delivered to Crestwood at the time CFA applies for its Permits.

7. Erosion Control

Sediment and erosion control features must be maintained in accordance with the project plans and specifications, all municipal, county, state and federal regulations, and the more stringent of local standards and codes or the 2012 Construction General Permit issued by the United States Environmental Protection Agency, regardless of whether the construction site is greater than or less than one (1) acre.

8. QA/AC Documentation

A testing agency must be retained under the direction of a registered professional engineer to monitor and test the site preparation to confirm and document satisfactory compliance with these criteria. The documentation will be submitted to CFA along with a certification from the registered geotechnical engineer summarizing his services and stating that these criteria have been met.

EXHIBIT J-3

LANDLORD'S PRE-COMMENCEMENT DATE WORK COMPLETION CERTIFICATE

This certification is given in accordance with the requirements of the Co-Tenancy Agreement (the "**Agreement**") between _____ ("**Crestwood**") and CHICK-FIL-A, INC., a Georgia corporation ("**CFA**"). I certify that I have personal knowledge of the subject matter of this certification. I certify that all of the Crestwood's Pre-Commencement Date Work, as that term is defined in the Agreement, has been completed in accordance with the Approved Plans (as defined in the Agreement) and all other requirements of the Agreement. The Crestwood's Pre-Commencement Date Work has been inspected by a qualified representative of Crestwood and has been inspected and approved by all required governmental agencies.

_____,
by its duly authorized representative:

_____

_____

Print name: _____

Date signed: _____, 20__

EXHIBIT J-4

CRESTWOOD'S WORK FINAL COMPLETION CERTIFICATE

This certification is given in accordance with the requirements of the Co-Tenancy Agreement (the "**Agreement**") between _____ ("**Crestwood**") and CHICK-FIL-A, INC., a Georgia corporation ("**CFA**"). I certify that I have personal knowledge of the subject matter of this certification. I certify that all of the Crestwood's Work, as that term is defined in the Agreement, has been completed in accordance with the Approved Plans (as defined in the Agreement) and all other requirements of the Agreement. The Crestwood's Work has been inspected by a qualified representative of Crestwood and has been inspected and approved by all required governmental agencies.

_____,
by its duly authorized representative:

_____

Print name: _____

Date signed: _____, 20__

EXHIBIT K

FORM OF OWNER'S AFFIDAVIT

Fidelity National Title Insurance Company

OWNER'S AFFIDAVIT AND AGREEMENT

State of _____ Commitment No.

_____

County of _____

_____ ("Affiant"), being duly sworn according to law, deposes and says as follows:

1. That Affiant is the _____ of _____, a limited liability company ("the Company"), and that Affiant has personal knowledge of the facts sworn to in this affidavit, and is fully authorized and qualified to make this affidavit.

2. That the Company is the owner of the premises described in the Commitment(s) listed above ("the Property").

3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the property within six (6) months prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the property during such 6-month period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with construction, repairs, or improvements on the property during such 6-month period, except as shown on exhibit attached hereto. NO EXHIBIT __ SEE EXHIBIT ATTACHED ___

4. That there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as shown on exhibit attached hereto.
NO EXHIBIT ___ SEE EXHIBIT ATTACHED ___

5. That no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals.

6. That there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures located on the Property.

7. That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.

8. That there are no unrecorded judgments, liens, mortgages or other claims against the Property.

9. That no proceeding in bankruptcy has ever been instituted by or against the Company (and if a partnership, against the general partner(s) thereof), nor has the Company ever made an assignment for the benefit of creditors).

10. That there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatever which now constitutes a lien or charge upon the Property.

11. That there are no delinquent state, county, city, school district, water district, or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any state, county, city, school district, water district or other government agency for taxes levied against the property.

12. That there has been no notice nor does the Company have any knowledge of any recent or future planned improvements (such as street paving, sidewalks, street lights, etc.) that would result in a special assessment against the property, or any proceeding which could result in an increase tax or assessment liability against the Property.

13. That all management fees, if any, are fully paid, except as shown on exhibit attached hereto.
NO EXHIBIT ___. SEE EXHIBIT ATTACHED ___

The Company, recognizing that funding may occur prior to the transaction documents being officially filed for record in the appropriate Clerk's Office, agrees that in consideration of Fidelity National Title Insurance Company (hereinafter "Fidelity") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said property during the GAP. The Company further agrees to hold harmless and indemnify Fidelity against all losses, expenses, costs and fees, including, but not limited to, attorney fees, which may arise out of the Company's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters.

This Affidavit is given to induce Fidelity to issue its policy or policies of title insurance with full knowledge that Fidelity will rely upon the accuracy of same. The Company does hereby indemnify and hold Fidelity harmless of and from any and all loss, cost, damage, and expense of every kind, including attorneys' fees, which Fidelity shall suffer or incur or become liable for under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

(See Attached Signature Page)

X

By:_____
Name:
Title:

Sworn, subscribed to and acknowledged before me this ____ day of _____, 20__.

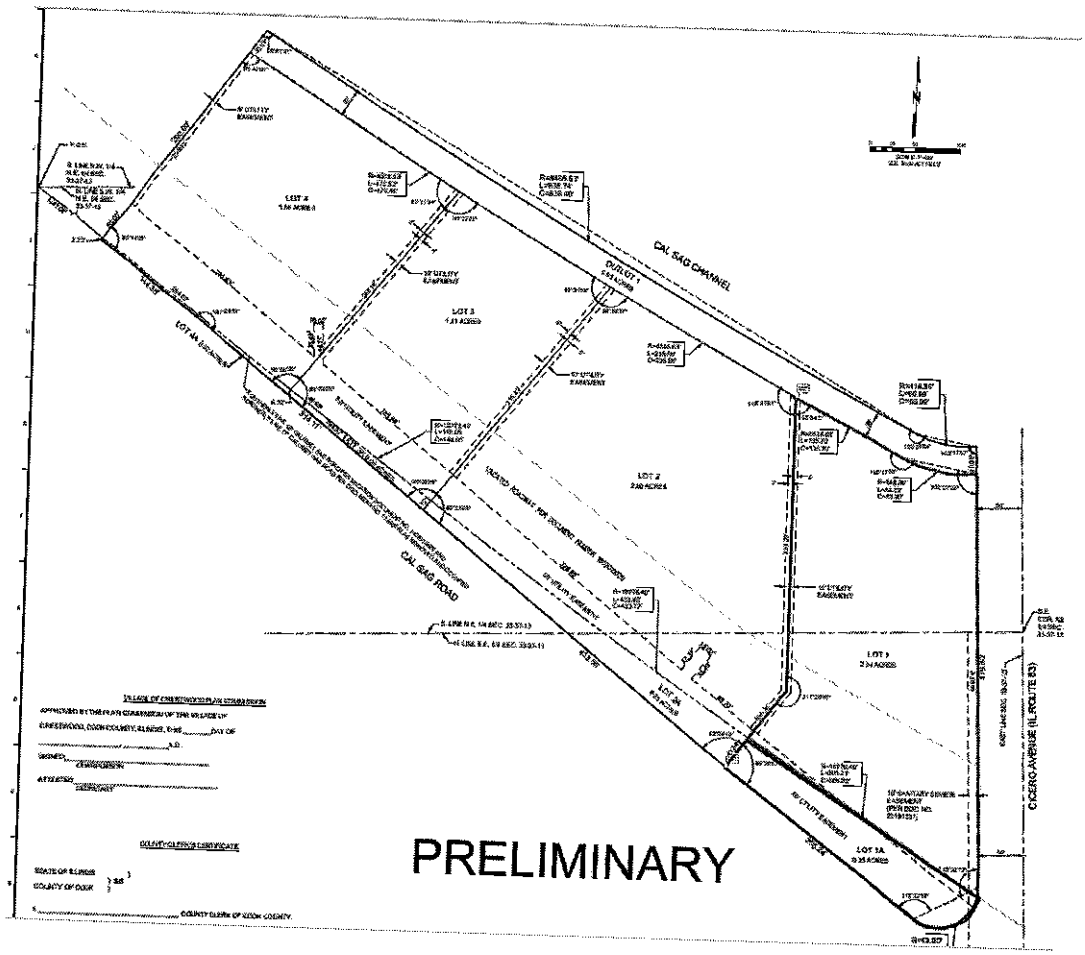
_____
Notary Public

My Commission expires:

EXHIBIT L

PRIME LEASE

[Please see attached]



Crestwood and CFA entered into a Co-Tenancy Agreement of even date herewith (the "**Co-Tenancy Agreement**"), for that portion of the Center identified as Lot 1, which Co-Tenancy Agreement was consented to by the Metropolitan Water Reclamation District pursuant to that certain *Consent to Partial Assignment of Lease Agreement* recorded as of even date herewith.

Crestwood and CFA desire to record this Short Form Agreement to provide record notice of the Co-Tenancy Agreement and its terms and conditions during CFA's co-tenancy under the Co-Tenancy Agreement (including any extensions thereof).

In consideration of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Crestwood and CFA, Crestwood and CFA agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into the body of this Short Form Agreement as if fully set forth herein.

Section 2. Granting Clause. Pursuant to the Co-Tenancy Agreement, Crestwood has assigned, and CFA has accepted, a portion of the Prime Lease covering the "**Land**" described on Exhibit A hereto, consisting of approximately 2.04 acres located in Cook County, Crestwood, Illinois, together with all rights-of-way, servitudes, licenses, tenements, rights, privileges, and easements benefitting or appurtenant thereto, and all improvements located thereon now or in the future, including, without limitation, those rights and easements set forth in that certain Declaration of Rights and Obligations recorded in the land records of Cook County, Illinois, as Document 1809229022 (collectively, the "**Demised Premises**").

#936-17

DOCUMENT PREPARED BY AND AFTER RECORDING, RETURN TO:

Metropolitan Water Reclamation District
Of Greater Chicago
Law Department/Real Estate Division
100 E. Erie St.
Chicago, IL 60611
Attn:

P.I.N.s:
24-33-202-004-0000 (portion)
24-33-202-005-0000 (portion)

This space reserved for recorder's use only.

LEASE AGREEMENT

(Commercial Form)

THIS INDENTURE ("Lease"), made this 15th day of June, 2017, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and the VILLAGE OF CRESTWOOD, an Illinois municipal agency with principal offices at 13840 S. Cicero Avenue , Crestwood, Illinois 60445 (hereinafter designated the "Lessee").

WITNESSETH THAT:

ARTICLE ONE

1.01 PREMISES LEASED

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the premises legally described and depicted in the plat of survey in Exhibit "A" which is attached hereto and made a part hereof, located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Cook County, Illinois and known as the eastern portion of Cal-Sag Channel Parcel 11.04 for those purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of approximately seven (7) acres of vacant real estate.

For the purposes of this Lease, the terms "Leased Premises", "Leasehold Premises", "Demised Premises," or similar terms may be used interchangeably, and shall be used synonymously

to mean the real property which is the subject hereof and any improvements located thereon at the time of leasing or placed thereon by Lessee during the term of this Lease.

1.02 TERM OF LEASE

The term of this Lease is sixty (60) years, beginning on September 15, 2017, and ending on September 14, 2077, unless said term shall end sooner under the provisions hereof.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the Premises and authority to execute this Lease, the size of the Demised Premises, the useable areas of the Demised Premises, and building and zoning laws affecting the Demised Premises. During the Due Diligence Period (as hereafter defined), the Lessee shall (i) examine the title to the Demised Premises and Lessor's authority to enter into this Lease, the size of the Demised Premises and the useable areas of the Demised Premises, (ii) examine the building and zoning laws concerning the Demised Premises and obtain all required governmental approvals, including without limitation, the negotiation of a redevelopment agreement with the Village of Crestwood (the "Village"), (iii) obtain any required access and utility easements, and (iv) become satisfied that Lessee may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the Demised Premises in accordance with the uses set forth in Section 3.07 of this Lease, subject to the following:

A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within a period of one (1) year of the date of this Lease (the "Due Diligence Period"), to take such action as may be necessary to obtain such zoning change and building permits.

B. If prior to the expiration of the Due Diligence Period, (i) Lessee is not able to obtain any required governmental approvals, or (ii) if Lessee elects not to proceed with this Lease for the Demised Premises for any reason in Lessee's sole discretion, Lessee may terminate this Lease by giving Lessor written notice thereof prior to 5:00 p.m. Central time on the last date of the Due Diligence Period, in which event this Lease will become null and void and Lessee and Lessor shall have no further obligations hereunder; provided, any rents paid by Lessee to Lessor hereunder prior to such termination shall not be refundable to Lessee.

C. Lessor and Lessee acknowledge that Lessor, at its cost and expense, is performing a so-called Phase II study of the Demised Premises and shall provide Lessee with the results and report generated by such study promptly upon completion. In the event Lessee conducts or obtains its own Phase I, Phase II or any other report or data on the environmental or other site conditions of the Demised Premises, then Lessee shall provide Lessor with a copy of all

such reports and data.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Demised Premises herein leased, or any part thereof, the entire condemnation award shall be allocated and paid in accordance with applicable condemnation and/or eminent domain law; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable in Lessee's sole reasonable discretion, the Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

The Lessee covenants and agrees, in consideration of the leasing of the Premises aforesaid, to pay to the Lessor as rent for the said Demised Premises:

A. BASIC ANNUAL RENTAL PAYMENT: During the ten year period from September 15, 2017 through September 14, 2027, the annual rental shall be ONE HUNDRED FIFTY EIGHT THOUSAND and NO/100 ($158,000.00) Dollars per annum, payable in annual installments each, to be due on the anniversary date of the commencement date of this Lease throughout the term hereof with the first installment being due on the 15th day of September, 2017.* The annual rent for the first year shall be equal to 6.077% of the appraised fair market value of the fee simple estate of the land upon which the Demised Premises is located. The annual rent so established shall remain in force and effect for a period of ten (10) years, subject to adjustments as hereinafter provided. * **LESSEE HAS DEPOSITED $79,000.00 WITH LESSEE AS ITS BID DEPOSIT IN CONNECTION WITH THIS LEASE ON MAY 23, 2017. LESSEE'S BID DEPOSIT SHALL BE APPLIED TOWARD ITS FIRST ANNUAL RENTAL PAYMENT IN THE AMOUNT OF $158,000.00 DUE SEPTEMBER 15, 2017. LESSEE THEREFORE OWES $79,000.00 ON SEPTEMBER 15, 2017, AS ITS REMAINING PORTION OF ITS ANNUAL RENTAL PAYMENT FOR THE PERIOD OF SEPTEMBER 15, 2017 THROUGH SEPTEMBER 14, 2018.**

B. TEN-YEAR PERIODIC RENTAL ADJUSTMENT: Reappraisal on each periodic ten-year anniversary following the effective date of this Lease, and every ten-year periodic anniversary thereafter shall be made. The fixed annual rental to be paid by Lessee to Lessor for the next ten-year period shall be adjusted and predetermined in accordance with the conclusions of a review of the fair market value of the fee simple estate upon which the Demised Premises are located (independent of the improvements constructed by Lessee on the property subsequent to the effective date of this Lease), in accordance with 70

ILCS 2605/8c (including a statutory cap on the fair market value) by not less than two (2) appraisals prepared by appraisers who are members of the American Institute of Real Estate Appraisers or a similar equivalently recognized professional organization, which shall be procured and paid for by the Lessee and delivered to the Lessor. The annual rental payment for each following ten-year period will be increased or decreased, by multiplying the fair market value of the fee simple estate upon which the Demised Premises is located by the same percentage used to determine the annual rental payment for the first ten-year period. The Lessor shall have the right to procure and pay for a third appraisal, which may be considered in determining the fair market value of the fee simple estate. The fair market value of the fee estate and the rental for the Demised Premises shall be established by the Board of Commissioners of the Lessor. Such fair market value shall not be less than the lowest appraisal nor higher than the highest appraisal, including the appraisal if any, procured, by the Lessor. The appraisals required of the Lessee shall be made and dated within the last ninety (90) days of the ten-year period of this Lease which will be expiring. Said appraisals shall be delivered to the Lessor not later than forty-five (45) days prior to the end of the ten-year period. In the event that fair market value and/or the annual rent for the next ten-year period has not been established by the Board of Commissioners of the Lessor before the commencement of any new period, the Lessee shall continue to pay the annual rent established for the last year of the prior ten-year period until such re-appraisal and decennial rent adjustment. (Annual rent adjustments shall also apply to any deferred decennial rent adjustment, which is not made in a timely manner). ALL TEN-YEAR PERIODIC ANNUAL RENT ADJUSTMENTS PURSUANT TO THIS SUBPARAGRAPH, WHEN EXECUTED SHALL BE MADE WITHOUT REGARD TO THE ANNUAL RENT IN EFFECT FOR THE LAST YEAR OF THE PRECEDING TEN-YEAR PERIOD. Upon the establishment of fair market value and the adjusted annual rental to be paid for that ten-year period, at any time later than the end of any period of this Lease, such fair market value and rent shall take effect as of the first (1st) day of the period; the Lessee shall, within thirty (30) days, after notice, pay such additional rent as may be required if fair market value is higher than the previous period; if fair market value is lower than the previous period, the Lessee shall be given credit to apply on the next rental payment when said payment is due.

(1) TEN-YEAR PERIODIC RENTAL ADJUSTMENT OF LEASEHOLDS CONSISTING OF IMPROVED (AT THE TIME OF LEASING) REAL ESTATE

Lessee and Lessor acknowledge and agree, at the commencement of this Lease, the Demised Premises consists of raw land with no improvements, and all decennial reappraisals of the Demised Premises for the purpose of making a decennial rental adjustment shall be appraised as unimproved except for existing utilities, if any, and "as-is" and "as-found."

C. All annual rental payments required to be made by Lessee hereunder, shall be paid in annual installments, in advance, to be due on the anniversary of the commencement date of this Lease throughout the term of this Lease.

D. INTERIM ANNUAL RENTAL PAYMENT ADJUSTMENTS. On the first- through ninth-year anniversary of the effective date of this Lease, and the first to ninth-year anniversary of a decennial rent adjustment, the annual rent to be paid by Lessee to Lessor shall be adjusted by multiplying the initial annual rental or the rental in effect for the previous one-year term (except for the one-year period following a decennial rent adjustment based on appraisals as set forth in Paragraph 2.01 Section (b) hereof by the percentage of change in the Consumer Price Index for the Chicago Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics, as established for the month of October immediately preceding the term of this Lease (in the case of the first annual rental adjustment hereunder) and every October thereafter during the term hereof. In the event the Consumer Price Index is discontinued, the Board of Commissioners of the Lessor shall, in its sole discretion select and utilize any other economic activity index of the United States government which reasonably reflects economic activity in the Metropolitan Chicago Area. If the percentage of change in the CPI decreases to an amount less than zero for any given year, then the change will treated as zero percent for that year and in no event shall the annual rent decrease from the rental in effect for the previous one year term.

E. ADDITIONAL COMPENSATION -- (NON-RENT):

(1) Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, in the event gaming operations are conducted on the Demised Premises (subject to the prior written consent of Lessor), and regardless whether Lessee or its subtenants receive revenue from such gaming operations conducted on the Demised Premises, then Lessee shall pay in cash to Lessor TBD* percent (__%) of the amount of any such revenues derived from such gaming operations, to the extent permitted by law. *To be determined and further approved by the Lessor pursuant to a lease amendment in the event Lessee requests to allow gaming on the leasehold.

Within sixty (60) days following each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the Excess Rent set forth in the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish certified copies of books and records necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

(2) Services: In the event Lessee is engaged in the business of solid waste disposal (whether on the Demised Premises or elsewhere), as additional consideration for the granting of this Lease, Lessee covenants and agrees to collect from those facilities and installations of Lessor, as designated by Lessor's Executive Director, transport and dispose of 0 tons/cu. yds. of

Lessor's solid waste, including, but not limited to dewatered sludge, grit, screenings refuse, and other non-hazardous solid wastes, in a lawful manner, at Lessee's sole cost, risk, and expense.

NOTE: THE VALUE OF ADDITIONAL COMPENSATION REQUIRED TO BE PAID FOR SERVICES PERFORMED BY LESSEE PURSUANT TO THIS SUBPARAGRAPH E SHALL NOT BE CONSIDERED IN DETERMINING THE HIGHEST RESPONSIBLE BIDDER FOR LEASE AWARD PURPOSES.

F. In addition, the Lessee shall pay all legal costs incurred by the Lessor in collecting any arrearage in rent including, but not limited, to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises owned by Lessee or that may at any time be erected, placed, or put on the Demised Premises by the Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer, or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorneys to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof (or such longer period as may be necessary to cure a non-monetary default so long as Lessee is diligently and in good faith pursuing such cure) and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (or such longer period, as the case may be) after the giving of said notice to declare said term ended, with process of law, to re-enter, to expel, remove, and put out the Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary and lawful in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, the Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on a cash basis on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the

reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to the Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the Demised Premises are to be used by said Lessee for mixed use retail development, subject to the restrictions set forth in Section 3.08 below.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form (excluding video gaming so long as Lessee obtains all required governmental licenses, permits and approvals including the approval of the Lessor's Board of Commissioners which consent may be subject to sharing in a % of revenues derived), or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge, and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited unless otherwise approved by Lessor's Board of Commissioners.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises including aboveground and belowground storage tanks and restore the Demised Premises to its same condition as of the effective date of this Lease as described in the environmental report described on attached Exhibit "B"; provided, to the extent Lessee causes any contamination of the Demised Premises with Hazardous Materials (as defined in Article Ten herein), Lessee agrees to restore the Demised Premises to TACO Tier I Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of this Lease. However, Lessee shall not be responsible

to remediate any pre-existing environmental contamination on the Demised Premises that pre-date the commencement date of this Lease. Notwithstanding the foregoing sentence, Lessor shall not be liable for any incremental costs that Lessee incurs or sustains as a result of excavating and removing or otherwise remediating any environmental contamination on the Demised Premises while making any site improvements, excavating any areas of the site for development or otherwise improving the Demised Premises. Lessee agrees to remove any and all asbestos contained on Demised Premises, prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. One-hundred-twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on the Demised Premises shall be demolished. Lessee will, within ninety (90) days following receipt of written notice from Lessor given within the foregoing one hundred twenty (120) day period, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to timely demolish the improvements after the foregoing notices from Lessor, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in terms specifically waived; and the Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by the Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease and that neither acceptance by the Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms and provisions of this Lease,

shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee.

3.12 RIGHT TO MORTGAGE LEASEHOLD PREMISES INTEREST

A. The Lessee (and any sublessee) is hereby expressly given the right at any time and from time to time, to mortgage its leasehold interest in the Demised Premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on the Demised Premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not be personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Lease. Notwithstanding anything in this Lease to the contrary:

(i) Lessor will give, as a courtesy, any such mortgagee or holder of such indebtedness simultaneously with service on the Lessee, a duplicate of any and all notices of default given by Lessor to Lessee. Such notices shall be given in the manner and shall be subject to the terms of the notice provisions of this Lease. Lessee shall provide Lessor with the current mortgagee's contact information.

(ii) The mortgagee or holder of such indebtedness shall have the right to perform any of Lessee's covenants under this Lease and to cure any default of Lessee pursuant to the terms of this Lease within the same time periods afforded Lessee after notice of such default, and, if the mortgagee or holder of such indebtedness cures all other defaults, this Lease shall remain in full force and effect.

B. DEMISED PREMISES MORTGAGEE - TAX ESCROW: If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to Paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments,

the same to be paid as and when the same become due and payable, and the Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR AND RECORDING OF LEASE WITH THE RECORDER OF DEEDS

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises are situated, either a copy of this Lease or a Memorandum of Lease and take such steps as Lessee determines necessary to subject the interest of the Lessee to general real estate taxation and will record a Memorandum of Lease in the form attached hereto as Exhibit "C" with the Recorder of Deeds of the county in which the Demised Premises are situated.

3.14 NO NUISANCE PERMITTED

The Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

The Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, the Lessee and/or Lessee's use of the Demised Premises.

ARTICLE FOUR

4.01 INDEMNIFICATION

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against any claim

(whether or not meritorious), loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such claim, loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

The Lessee agrees to indemnify, save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

The Lessee, prior to entering upon the Demised Premises and using the same for the purposes for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which the Lessor, its Commissioners, officers, agents, and employees are a named insured and upon construction of any improvements, shall procure, maintain and keep (or cause to be procured, maintained or kept by any sublessee) fire and extended coverage and all risk property insurance from a company to be approved by the Lessor. ("CLAIMS MADE" policies are unacceptable). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than $4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than $4,000,000.00 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE

in an amount not less than the replacement cost of driveway, parking lot and other common area improvements located on the premises (specifically excluding buildings and other improvements

which shall be insured by Lessee's sublessees)

Prior to entering upon said Demised Premises, the Lessee shall furnish to the Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall (to the extent available from the applicable insurer) provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Lessor. Lessee shall have the right to maintain any insurance required hereunder under a blanket policy, provided that the amount of the total insurance available shall be at least the protection equivalent to separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the provisions of this Section. The provisions of this paragraph shall in no way limit the liability of the Lessor as set forth in the provisions of 4.01 above.

4.04 INSURANCE ON IMPROVEMENTS

The Lessee (or its sublessees) shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's (or its sublessee's) own expense at all times during the term of this Lease.

4.05 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) the Lessee (or its applicable sublessee) shall in its sole discretion, within one year from such destruction or damage, either (a) repair, restore or rebuild the same, or (b) demolish same and place the applicable area within a safe condition in compliance with all applicable governmental laws, codes and ordinances. In the event Lessee demolishes same under (b), then Lessee shall remove and dispose of offsite all such debris, ruble, material, buildings or improvements destroyed from the Leasehold Premises. Additionally, Lessee shall pay or otherwise cause to be released any and all mechanic's liens that may exist relating to the Leasehold Premises.

4.06 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements

4.07 SECURITY DEPOSIT

Lessee as further consideration for the granting of this Lease, agrees that in addition to the payment of any rents hereinabove required, and to further secure the performance by it of all of the covenants herein contained, shall deposit with the Lessor, prior to its occupancy of the

Demised Premises a sum of money equal to two (2) months' rent ($26,333.00). Said security deposit shall be returned to the Lessee upon its satisfactory performance of all the covenants and conditions herein contained. Provided, however, in the event of a default in the performance of any such covenant by the Lessee, the Lessor shall use said security deposit to satisfy and discharge any such covenant. Any unused portion of said security deposit shall be returned to the Lessee within one hundred eighty (180) days following the termination or expiration of this Lease. Said security deposit shall be maintained at no less than its initial funded balance at all times during the term of the Lease.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative during the Due Diligence Period, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.

B. The Lessee expressly agrees that within an area delineated by a line parallel with and 50 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans for the Demised Premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.

C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities; provided, if feasible and upon Lessor's sole discretion Lessor agrees that it shall not unreasonably withhold, delay or condition its consent to Lessee's relocation of any such facilities at Lessee's sole cost and expense.

D. Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through the Lessor's Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. The District's Calumet 18D (Extension B) and Cal-Sag Relief Interceptor Sewers run through a portion of the Demised Premises. Sheets 20-23 of Cal-Sag Relief, Contract 70-232-2S, are attached hereto as Exhibit "D". The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's and its sublessee's use of the Demised Premises.

It is expressly understood that no blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

From and after the construction of the initial improvements and buildings on the Demised Premises which have been approved by Lessor, it is expressly understood and agreed by the Lessee that no additional buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto without obtaining Lessor's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned.

E. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the Demised Premises, or by any other work which the Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

F. The Lessor (or any other applicable governmental agency with the power of eminent domain) may be entitled to relocate or remove the improvements existing or constructed upon the Demised Premises, in the event of a condemnation action successfully conducted pursuant to Section 1.04 hereof as a result of the following instances:

(1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency pursuant to a condemnation action; or

(2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements pursuant to a condemnation action; or

(3) In the event that said relocation or removal is required for the corporate purposes of the District pursuant to a condemnation action.

Such relocation or removal shall be diligently prosecuted to the conclusion following the applicable condemnation action.

G. If any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto in the event of a condemnation action successfully conducted pursuant to Section 1.04, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the Demised Premises that may be so required.

H. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon no less than ninety (90) days prior written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across unimproved portions of the Demised Premises. Any such construction shall be located and performed by Lessor at its cost and expense in a manner so as to cause the least interference with any equipment, or improvements, that the Lessee may then have on the Demised Premises or the conduct of business on the Demised Premises.

I. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.

J. It is agreed by and between the parties hereto that the Lessee shall submit to the Executive Director of the Lessor for his approval, including but not limited to the Lessor's Watershed Management Ordinance (which approval shall not be unreasonably withheld, delayed or conditioned), the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any

other construction to be erected thereon, before the commencement of any work thereon.

K. The Lessor reserves to itself the right of access to the Channel as well as right of access to the Demised Premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of the Lessor may deem necessary, so long as any such access causes the least interference with any equipment, or improvements, that the Lessee may then have on the Demised Premises or the conduct of business on the Demised Premises.

L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

The Lessee shall submit to the Lessor for its review and approval written plans detailing the Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of the Lessee's stormwater management plans shall be within the sole discretion of the Lessor.

The Lessee's plans shall provide for the separate collection of all roof water and surface run off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; provided, Lessor acknowledges that such collection facilities may be maintained offsite and used in common with parcels adjacent to the Demised Premises so long as such offsite collection facilities are approved by the Lessor and are in compliance with Lessor's Watershed Maintenance Ordinance

5.03 SPECIFIC ENGINEERING, DESIGN AND OPERATING RESERVATIONS AND RESTRICTIONS. (CLARIFICATION -- NOT LIMITATION)

Lessee is encouraged to participate in the District's Green Infrastructure Program, which offers reductions in rent for a period of up to the first ten years of the life of the Lease. Participation in the program is completely voluntary, but in order to receive such benefits, a "Green Infrastructure Program" form must be filled out completely and signed by the authorized representatives of both Lessee and the District concurrent with the signing of this Lease. The form, if completed and signed, shall be attached hereto as Exhibit "E".

The details of the program are as follows. The District will provide Lessee with a credit equal to $0.50 on the $1.00, up to 10% of the annual rent owed to the District, capped at the first ten years of the Lease, for expenditures and improvements on the leasehold of pre-approved green infrastructure. Such credit applies towards expenditures related to constructing and installing green infrastructure, not towards subsequently maintaining or replacing it.

The amount of green infrastructure credited will be determined by what is referred to as "Design Retention Capacity" or "DRC". DRC shall mean the maximum available retention capacity

of a project in any individual storm event as stated in project plans stamped by a licensed Professional Engineer or, in the absence of such statement, a project specific capacity calculated using the following table:

Technology	Quantity	Unit	Design Retention
Rain Gardens	100	sq. ft.	200
Native	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

In lieu of, or in addition to, Lessee installing green infrastructure on its leasehold with the District, and subject to the same DRC standards enunciated above, Lessee can, and is encouraged to, design, implement, operate, and maintain green infrastructure in partnership with, and on lands owned by, the local municipality where the leasehold is located. The responsibility for ongoing maintenance and operation shall be borne exclusively by Lessee, and credit will only be given for Lessee's own expenditures, not the municipality's. Such factors that the District will consider in whether or not to grant credit for off-site green infrastructure include, but are not necessarily limited to, where green infrastructure can mitigate local flooding, reduce infiltration and inflow, or educate the public about green infrastructure and benefit the community as a whole. Whenever approved off-site green infrastructure is provided, Lessee shall prominently install appropriate signage on the off-site location indicating that such green infrastructure is being provided in partnership with the District.

The District must pre-approve in writing all green infrastructure projects under this section before any credit sought hereunder may be given, and any invoices seeking monetary credit shall specifically set forth the green infrastructure component of the project, with the District only providing an offset credit for that component of the project. For purposes of the offset credit, acceptable green infrastructure technologies include, but are not limited to, rain gardens, native plants/landscaping, stormwater trees, porous/permeable pavement, bio-swales, green roofs and greenways. Any credit given for green infrastructure hereunder is solely at the District's discretion.

No credit will be given for site conditions in existence before this Lease was entered into. Nor will be credit be given for compliance with the minimum requirements of the District's ordinances, regulations, or policies. Accordingly, compliance with the District's Waterway Strategy and the

District's Watershed Management Ordinance ("WMO") will not qualify Lessee for any credit under this section. Lessee is reminded in particular that Article 503 of the WMO requires non-residential development or redevelopment greater than one-half acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. For purposes of this section, the District's ordinances, regulations, and policies, including the WMO, shall apply to all District properties, whether located in Cook County (including the city of Chicago) or other counties in the state of Illinois. Lastly, no credit will be given for compliance with the minimum requirements under federal, state, or local law or regulation, nor to the extent it results in the annual rent under this Lease to be less than the minimum rent provisions of Section 8c of the District's Enabling Act (70 ILCS 2705/8c).

Lessee shall provide the District with an annual certification, due on each anniversary of the date of this Lease, attesting that approved green infrastructure has been properly maintained. The certification shall be made on a form prepared by the District. Failure to maintain approved green infrastructure, whether pertaining to the Demised Premises or locations off-site, throughout the term of this Lease, and failure to properly and accurately certify to the maintenance of approved green infrastructure, shall entitle the District, in its sole discretion, to full reimbursement from Lessee of any amount credited to Lessee under this section, and shall disqualify Lessee, in the District's sole discretion, from obtaining any future credit for such unmaintained green infrastructure. Similarly, providing untrue or inaccurate information in the "Green Infrastructure Program" form shall likewise entitle the District, in its sole discretion, to full reimbursement from Lessee of any amount credited to Lessee under this section. The District reserves the right to inspect the Demised Premises throughout the duration of this Lease to verify approved green infrastructure has been properly installed and maintained.

The District further reserves the right to require Lessee to amend its green infrastructure plan, even if previously approved by the District. Once notified of an amendment pursuant to the notice provisions of this Lease, Lessee will be entitled to future credit for green infrastructure only to the extent the design of the Demised Premises conforms to the amended plan approved by the District.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within three (3) years from the date hereof to improve the Demised Premises by the construction thereon of the infrastructure improvements necessary for the development of the Demised Premises for the Permitted Uses (e.g., grading, compaction, underground utilities, detention and storm water facilities) (hereinafter called "Improvements"), free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Executive Director of the Lessor prior to commencement of construction, which approval shall not be unreasonably withheld, delayed or conditioned.

6.02 TIME OF CONSTRUCTION

Lessee shall obtain the required building permits for the Improvements from the Village of Crestwood and any other applicable government agency for the construction of the Improvements prior to the expiration of the Due Diligence Period. All of said Improvements shall be completed within three (3) years of the effective date of the Lease. In the event said Improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this Lease upon giving one hundred eighty (180) days' prior notice, in writing, to the Lessee (and any leasehold mortgagee) within thirty (30) days following the expiration of such three (3) year period; provided, in the event Lessee completes the Improvements prior to the expiration of the one hundred eighty (180) day period, Lessor's exercise of its option to terminate shall be null and void and this Lease shall continue in full force and effect.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements then existing upon the Demised Premises, if any, shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and safe condition, reasonable wear and tear excepted, subject to the terms of Section 4.06 hereof. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by nationally recognized overnight courier (e.g., Fed Ex) or by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to the Lessee at:

Village of Crestwood
13840 S. Cicero Avenue
Crestwood, Illinois 60445
ATTN: Mayor
708-371-4800
FAX 708-371-4849

Or to Lessor at: Metropolitan Water Reclamation District of Greater Chicago
100 East Erie street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto

to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that neither the right given in this Lease to the Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this Lease, as herein provided beyond applicable notice and cure periods, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as otherwise provided herein or required by law.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by the Lessor as liquidated damages. Lessor shall only be required to obtain one judgment for the full amount of all such annual rent and additional rent due under this Lease and shall not be required to sue each month, or from time to time, therefor; provided that Lessee shall be required to pay such judgment, in installments, at the respective times such annual rent and additional rent would have become due under this Lease thereafter if this Lease had not then been terminated. Any monies collected shall be applied to payment of annual rent and additional rent due from Lessee to Lessor. Lessor shall use good faith efforts to mitigate its damages in the event of any Lessee default hereunder.

7.04 ABANDONMENT

Lessee shall be permitted to cease to operate any business thereon so long as Lessee is not in default under the terms of this Lease beyond applicable notice and cure periods.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Lessee shall not sublet any part of Demised Premises to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity, nor shall Lessee have the right to assign this Lease, without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor hereby recognizes that Lessee's use of the Premises may be as a retail/commercial development that may consist of one or more subleases of the Premises and that the approval of such subleases is an integral party of the intended development of the Premises and that Lessor agrees to cooperate and work in good faith with Lessee to promptly review and approve any proposed sublessee of Lessee.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed assignment, or a sublease for a use other than the Permitted Uses and Lessor agrees to respond in writing with its approval or disapproval (and if disapproval, clearly set forth the reasons for such disapproval) within twenty-one (21) days following Lessor's receipt of Lessee's request for approval (or 30 days following such request to the extent such request is received in the calendar months of July or August). Lessee shall identify the name and address of the proposed assignee and deliver to Lessor original or certified copies of the proposed assignment; a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to (i) assignment or (ii) sublease for a use that is not included in the Permitted Uses.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

A. The proposed activity of the assignee/sublessee does not conform with the terms of this Lease or policies established by the Lessor.

B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.

C. There is an existing violation of or uncured default by Lessee with respect to the Lease.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by the Lessee, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the Demised Premises, fifteen percent (15%) of all value it receives from its assignee/sublessee for the use and occupancy of the Demised Premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold as a tract, if assigned.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect. Additionally, Lessor shall retain 100% of all sublease fees received by

Lessor under any unauthorized sublease.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPLEAD THE METROPOLITAN WATER RECLAMATION DISTRICT IN REAL ESTATE LITIGATION

The Lessee may, after notice in writing to the Lessor, implead the Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

The Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses, which the Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, of the Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Lessor will require the Lessee to reestablish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the

Demised Premises, provided, Lessor agrees to use commercially reasonable efforts not to interfere with the operation of any businesses on the Demised Premises.

The Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. The Lessee shall implement the beautification plan described in the attached Exhibit "F". Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing. The setback for the Waterway Strategy Resolution for this leasehold has been reduced to 30 feet wide.

8.05 TREE MITIGATION

A. No alterations, construction or maintenance work upon the premises involving any material change in the location, installation or construction of facilities, or involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, Grantee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.

B. If the proper maintenance and operation of facilities or improvements on the premises necessitates the removal of any trees on District property, Grantee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the premises, setting forth the number, location and species of trees to be removed.

C. Grantee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of trees on the premises, or on alternate areas owned by the District as designated and approved in writing by the District.

D. Grantee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS AS OF THE EFFECTIVE DATE (WHICH IS NOT THE CASE UNDER THIS LEASE)

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

The Lessee will keep the leasehold improvements existing as of the effective date of this Lease safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements existing as of the date of this Lease to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements existing as of the effective date of this Lease shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within sixty (60) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by the Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. The Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibit A and the Memorandum of Lease, respectively, upon the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

(1) all requirements, including, without limitation, those pertaining to

notification, warning, reporting, licensing, permitting,investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;

(2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and

(3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published hereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

(1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichioroethylene, urea formaldehyde and radon gas;

(2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;

(3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

(4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;

(5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;

(6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

(7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or

(8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive

sampling of soils, ground waters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et m. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

(1) In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that the Demised Premises and improvements thereon, including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials

during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).

(2) In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor, except as to conditions that exist on the Demised Premises prior to the effective date of this Lease.

B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give

immediate written notice of the same to the Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, reasonable attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.

C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessee may seek recovery from any responsible third party

10.06 SITE RESTORATION/REMEDIATION BOND (ENVIRONMENTAL)

On or before the commencement of the last five-year period of the leasehold term hereunder, Lessee shall lodge with the Lessor its Environmental Site Restoration/Remediation Bond in the sum of $10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by the Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the Lessee and documented as such at the time it is lodged with the Lessor. Said Bond shall be in a form approved by the Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

A. It has no knowledge of any pending or threatened:

(1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or

(2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.

B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

C. Lessee has been issued and is in compliance with all permits, certificates,

approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.

F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises.

G. Except as disclosed on Exhibit "G" hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.

H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA. *(This provision applicable only to occupants/tenants seeking a new lease for the same property).

I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

J. Within 60 days after execution of the Lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises other than retail, office, restaurants and lodging, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and

submitted to Lessor on the anniversary date of the execution of the Lease.

K. Upon request by Lessor, Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.

L. After the initial construction of all of the buildings on the Demised Premises, the Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises (excluding interior building renovations or improvements), which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (L), renovation shall be deemed significant when the total cost exceeds $100,000.00 or otherwise interferes with or has the potential to interfere with Lessor facilities or operations.

M. In the event Lessee installs underground utilities, Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along any new utility trenches installed by Lessee which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.

B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a

material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.

C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.

D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.09 COVENANTS (ENVIRONMENTAL)

Lessee shall cause each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;

(3) Provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this Article.

D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

The Lessee will cause each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority

A. Subject to the approval of the Lessor's Board of Commissioners, Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every tenth anniversary, as opposed to every fifth anniversary of the execution of this Lease and submit the written report to the Lessor within 90 days after each tenth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report that determines the possible presence of Hazardous Materials contamination on the Demised Premises in violation of Environmental Laws, Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises in violation of Environmental Laws, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. In the event of a breach by Lessee of the environmental covenants set forth in Section 10.09, Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.

B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease to the extent any buildings constructed by Lessee on the Demised Premises contain asbestos materials.

C. Capacitators, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.

D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor, at its cost and expense, shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.

E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void upon one hundred eighty (180) days prior notice to Lessee and Lessee's approved leasehold mortgagee; provided, the exercise of such termination option shall be null and if the remediation is performed (or is diligently being pursued) prior to the expiration of such 180 day period.

F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:

(1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;

(2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

(3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;

(4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials

(5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and

(6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and

Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to the Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) the Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and the Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as the Lessor, in its sole discretion, determines is necessary to protect its interests; provided, any such entry onto the Premises pursuant to this paragraph shall be performed in a manner to minimize any disruption to the conduct of the businesses operating on the Demised Premises.

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

_____
Jacqueline Torres, Clerk

VILLAGE OF CRESTWOOD

By: _____

Title: Mayor, Louis Presta

ATTEST

By: _____

Title: Village Clerk, Catherine Johnson

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that Louis Presta (name), personally known to me to be the Mayor (title), of Village of Crestwood (village/town/city), a municipal corporation, and Catherine Johnson (name), personally known to me to be the Village Clerk (title) of said municipal corporation and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor (title) and Village Clerk (title cont'd.) of said corporation, duly executed said instrument in behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, A.D. 2017.

Peggy A. Carlson
Notary Public

My Commission expires:

12/20/2019

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

OFFICIAL SEAL
Peggy A Cadeon
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Brenda F. Holmes Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th *day of* September *A.D. 20* 17.

Notary Public

My Commission expires:

3/30/18

BRENDA F. HOLMES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 30, 2018

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, being Commissioners and Executive Director of the Metropolitan Water Reclamation District of Greater Chicago, being first duly sworn upon oath, individually deposes and says that he/she is not and has not been a party to any collusive agreement with the Lessee or Lessees of the Premises described herein.

President Mariyana T. Spyropoulos

Vice President Barbara J. McGowan

Chairman Committee on Finance
Frank Avila

Commissioner Timothy Bradford

Commissioner Martin J. Durkan

Commissioner Josina Morita

Commissioner Debra Shore

Commissioner Karl K. Steele

Commissioner David J. Walsh

Executive Director

SUBSCRIBED AND SWORN to before me this 12th day of September, 2017.

Notary Public

BRENDA F. HOLMES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 30, 2018

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

LESSEE'S NON-COLLUSION AFFIDAVIT

Louis Presta _, the Village of Crestwood Mayor, Catherine M. Johnson and The Village of Crestwood Village Clerk, Lessee in the above and foregoing Lease, being first duly sworn on oath depose and say that they are the Mayor and Village Clerk respectively of Lessee hereunder, and that neither they nor any agent of Lessee have been a party to any collusive agreement with Lessor hereunder or with Lessor's Commissioners, Executive Director or officers with respect to the leasing of the Demised Premises which are the subject of the above and foregoing Lease.

Louis Presta, Mayor

Catherine M. Johnson, Village Clerk

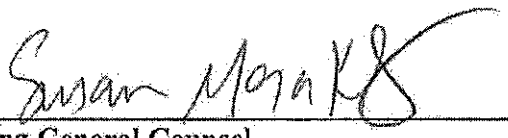
SUBSCRIBED AND SWORN to before me this 29th day of August, 2017.

Notary Public

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

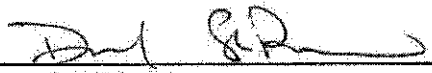
APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney



Acting General Counsel

APPROVED:



Executive Director

RECEIVED:

Fee ✓

Insurance ✓

Bond N/A

EXHIBIT "A"

PLAT OF SURVEY CONTAINING LEGAL DESCRIPTION

Leased Premises = 7.61609 acres (riparian area not included)

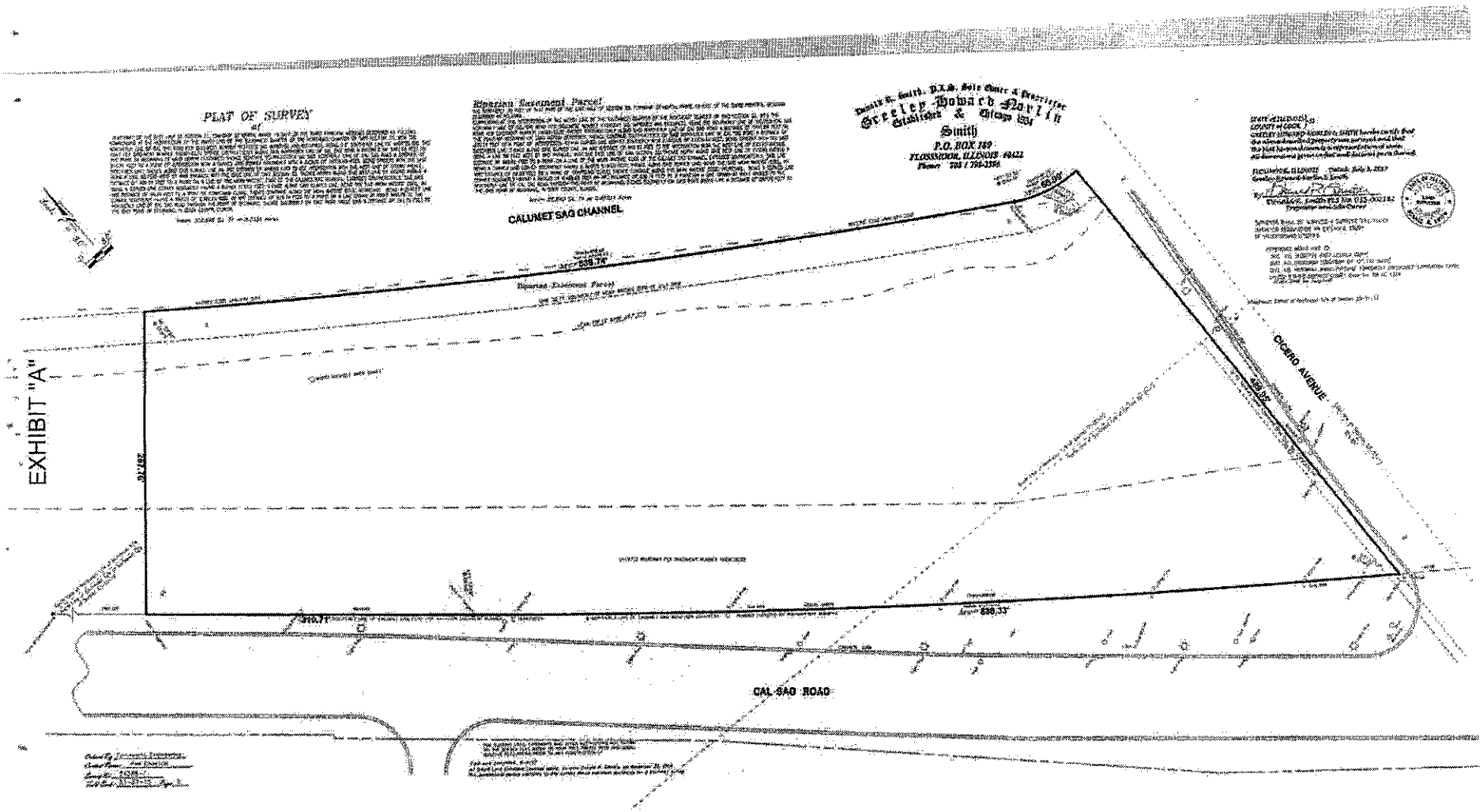


EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 310.71 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE CONVEX SOUTHERLY WITH A RADIUS OF 10776.40 FEET, BEING TANGENT WITH THE LAST DESCRIBED LINE; THENCE ALONG SAID CURVED LINE AN ARC DISTANCE OF 888.33 FEET TO ITS' INTERSECTION WITH THE WEST LINE OF CICERO AVENUE, BEING A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE NORTH ALONG SAID WEST LINE OF CICERO AVENUE A DISTANCE OF 489.95 FEET TO A POINT ON A LINE OF THE MEAN WATERS' EDGE OF THE CALUMET SAG CHANNEL, EXTENDED SOUTHEASTERLY, SAID LINE BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS 118.02 FEET; THENCE ALONG SAID CURVED LINE, BEING THE SAID MEAN WATERS' EDGE, AN ARC DISTANCE OF 66.99 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUE ALONG THE MEAN WATERS' EDGE, AFORESAID, BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 8,488.63 FEET AN ARC DISTANCE OF 838.74 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF CAL SAG ROAD THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID RIGHT ANGLE LINE A DISTANCE OF 287.76 FEET TO THE SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED BY
AND RETURN TO:

David B. Sosin
Sosin, Arnold & Schoenbeck, Ltd.
Suite 205
9501 W. 144th Place
Orland Park, IL 60462

P.I.N.'S: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

1726946154

Doc# 1726946154 Fee $44.00

RHSP FEE:$9.00 RPRF FEE: $1.00
KAREN A.YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 09/26/2017 10:05 AM PG: 1 OF 4

MEMORANDUM OF LEASE

THIS MEMORANDUM, dated as of September 15, 2017, is intended to put all third parties on notice of the existence of a lease (the "Lease") of those certain premises located on the real property legally described on **Exhibit "A"** attached hereto and made a part hereof (the "Property") between **METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO,** a body corporate and politic organized and existing under the laws of the State of Illinois ("Landlord"), having its principal place of business at 100 East Erie Street, Chicago, Illinois 60611 and the **VILLAGE OF CRESTWOOD**, an Illinois municipal agency ("Tenant"), having its principal place of business at 13840 S. Cicero Avenue, Crestwood, Illinois 60418.

1. The Effective Date of the Lease is June 15, 2017.

2. The Rental Commencement Date is September 15, 2017 as set forth in Section 1.02 of the Lease.

3. The initial term of the lease is for sixty (60) years.

4. The rent and additional compensation shall be as set for the in Article Two of the Lease.

5. The Tenant has a right to mortgage the leasehold premises interest as set forth in Section 3.12 of the Lease.

6. The Lease contains various other terms and conditions. In the event of any conflict between the terms and conditions of the Lease and the terms and provisions of this Memorandum, the terms and provisions of the Lease shall govern. Copies of the Lease may be obtained from the Landlord or the Tenant.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO,
A body corporate and politic

By: _____
Frank Avila
Its: Chairman of Committee on Finance

Attest:

_____
Jacqueline Torres, Clerk

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank Avila, the Chairman of Committee on Finance of the Metropolitan Water Reclamation District of Great Chicago, a body corporate and politic ("Landlord"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Chairman, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of September, 2017.

_____
Notary Public

☒ Personally known **OR** ☐ Produced Identification
Type of Identification Produced _____

BRENDA F. HOLMES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 30, 2018

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

VILLAGE OF CRESTWOOD,
An Illinois municipal agency

By: _____
Louis Presta
Its: Mayor

Attest:

_____
Catherine M. Johnson, Village Clerk

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Presta, the Mayor of the Village of Crestwood, an Illinois municipal agency ("Tenant"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Mayor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of August, 2017.

_____
Notary Public

☒ Personally known **OR** ☐ Produced Identification
Type of Identification Produced _____

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEMISED PREMISES:

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 310.71 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE CONVEX SOUTHERLY WITH A RADIUS OF 10776.40 FEET, BEING TANGENT WITH THE LAST DESCRIBED LINE; THENCE ALONG SAID CURVED LINE AN ARC DISTANCE OF 888.33 FEET TO ITS' INTERSECTION WITH THE WEST LINE OF CICERO AVENUE, BEING A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE NORTH ALONG SAID WEST LINE OF CICERO AVENUE A DISTANCE OF 489.95 FEET TO A POINT ON A LINE OF THE MEAN WATERS' EDGE OF THE CALUMET SAG CHANNEL, EXTENDED SOUTHEASTERLY, SAID LINE BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS 118.02 FEET; THENCE ALONG SAID CURVED LINE, BEING THE SAID MEAN WATERS' EDGE, AN ARC DISTANCE OF 66.99 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUE ALONG THE MEAN WATERS' EDGE, AFORESAID, BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 8A88.63 FEET AN ARC DISTANCE OF 838.74 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF CAL SAG ROAD THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID RIGHT ANGLE LINE A DISTANCE OF 287.76 FEET TO THE SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 7 ACRE PARCEL LOCATED AT THE NW CORNER OF
CAL-SAG ROAD AND CICERO AVENUE, CRESTWOOD, IL 60418
PERMANENT INDEX NUMBER: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

CO-TENANT AGREEMENT

THE VILLAGE OF CRESTWOOD
"Village"

and

ALDI INC.
"Aldi"

E-3

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CO-TENANT AGREEMENT

THIS INDENTURE OF CO-TENANT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2018 (hereinafter referred to as the "Contract Date") by and between THE VILLAGE OF CRESTWOOD, an Illinois Corporation, having offices at 13840 S. Cicero Avenue, Crestwood, IL 60445 (hereinafter referred to as the "Village"), and ALDI INC., an Illinois corporation, with offices at 197 E. Division Road, Valparaiso, Indiana 46383 (hereinafter referred to as the "Aldi").

W I T N E S S E T H

WHEREAS, the Village has executed a ground lease of the real estate described on attached Exhibit "B" (the "Center"), pursuant to a Lease Agreement dated June 15, 2017 (the "Underlying Lease") between the Village, as lessee, and The Metropolitan Water Reclamation District of Greater Chicago (hereinafter referred to as the "MWRD"), as lessor; and

WHEREAS, Aldi is a nationally recognized limited selection grocery or food store and is desirous of leasing from the Village a portion of the Center and to construct thereon certain improvements described herein upon the terms, conditions and stipulations set forth; and

WHEREAS, the Village is desirous in subleasing to Aldi, a portion of the Center upon the agreed terms, conditions and stipulations; and

WHEREAS, the Center includes adjacent real estate which is not leased to Aldi herein, but all of which is part of a planned shopping center (including, without limitation, a portion of the Common Areas (defined below); and

NOW THEREFORE, the undersigned Village and Aldi, in consideration of the mutual covenants and promises made herein, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Aldi Leasehold Portion. The Village has demised and leased from MWRD, and Village and MWRD have assigned a portion of the Underlying Lease to Aldi, together with all rights of way, servitudes, licenses, tenements and appurtenances thereto, and Aldi hereby

accepts such assignment, a portion of the Center comprising approximately 2.60 acres of land located at or near the Northwest corner of Cal Sag Road and Cicero Avenue in Crestwood, Illinois together with all improvements located on the real estate, now or in the future (herein referred to collectively as the "Aldi Leasehold Portion"). The Aldi Leasehold Portion is depicted on Exhibit "A" attached hereto and made a part hereof. The legal description of the Aldi Leasehold Portion shall be subject to a survey to be conducted pursuant to this Agreement.

2. Construction of Project by Aldi. Aldi shall complete the construction of the improvements on the Aldi Leasehold Portion consisting of a typical "Aldi" retail grocery or food store building and parking facilities generally as laid out on Exhibit "A", the preliminary concept plan, attached hereto and made a part of this Agreement, together with related drainage, ingress and egress, building and site signs, and other improvements (hereinafter referred to as the "Project"). The Village understands that minor changes and deviations from the concept plan are likely to occur when final engineering and governmental permits and approvals are issued and granted. The entire cost and expense of the Project shall be borne and paid by Aldi, including all liability and property (including so-called "builder's risk") insurance. From and after the Delivery Date, Aldi shall construct the Project on the Aldi Leasehold Portion, including, without limitation, refrigeration equipment, solar panels (and related equipment) and satellite communication equipment on the roof of the building.

3. Contingency. The Village understands that Aldi's commitment to be bound by this Agreement is contingent upon the approval of the transaction contemplated herein by Aldi's President within thirty (30) days of the Contract Date. In the event that the President shall disapprove of this Agreement, in his sole and complete discretion, then Aldi shall promptly provide the Village with notice (a "Disapproval Notice") of such disapproval, and upon receipt of the Disapproval Notice, this Agreement shall, as of the date the Village receives the Disapproval Notice, be null and void and of no further force or effect and the parties shall have no further obligations hereunder except for such obligations that expressly survive the termination of this Agreement. In the event that Aldi does not give a Disapproval Notice within the thirty (30) day period provided herein, this Agreement shall continue in full force and effect and Aldi's right to terminate it in connection with this Section 3(a) shall be deemed waived.

4. Further Conditions Precedent to Construction. Aldi is granted a period of ninety (90) days from the Contract Date (the "Investigation Period") to investigate or secure the items (the "Investigation Items") described in clauses (a) – (k) below as they affect the Aldi's intended use of the Aldi Leasehold Portion. If any of the Inspection Items are unsatisfactory in the sole opinion of the Aldi, Aldi shall promptly give Village notice on or before the expiration of the Inspection Period (a "Dissatisfaction Notice") and upon receipt of same by the Village, this Agreement shall become null and void (and the parties shall have no further obligations hereunder except for such obligations that expressly survive the termination of this Agreement). During the Investigation Period, Aldi may determine that one or more Inspection Items are unsatisfactory, but may be remedied

during the Approval Period (as defined in Section 5 below), in which case Aldi shall provide a reasonably detailed notice (a "Pending Approval Notice") to the Village of same. No waiver of Aldi's right to send a Dissatisfaction Notice with regard to any Inspection Item(s) shall be implied so long as Aldi promptly and diligently seeks (and is denied) such permits, licenses or approvals in connection with such Inspection Item(s) that are listed in the Pending Approval Notice. Aldi, however, reserves the right to waive all of the contingencies set forth in this Section 4 and Section 5 below and proceed with construction of the Project within ten (10) days of notice to the Village of such waiver, which notice shall be delivered prior to the expiration of the Investigation Period or the Approval Period, as the case may be. If requested by either party, Aldi and the Village shall enter into an addendum to this Agreement that identifies the items included in the Pending Approval Notice, describes agreed cure(s) therefore, and sets forth the responsibilities of each party with respect thereto.

(a) Ground Compaction and Soil Suitability. Aldi shall determine the suitability of the soil and ground compaction for construction and/or Aldi's intended use of the Aldi Leasehold Portion based solely on reports to be provided by Aldi's engineer. Upon completion of any such report, Aldi shall promptly provide a copy thereof to the Village.

(b) Curb Cuts. Aldi shall determine whether satisfactory access can be obtained from the appropriate governmental agencies to provide for commercially reasonable ingress and egress to the Aldi Leasehold Portion.

(c) Zoning, Subdivision Control and Sign Ordinances. Aldi shall determine (i) whether the Aldi Leasehold Portion is properly zoned for Aldi's intended use as a Retail Grocery Store (as defined in Section 16(a) herein) and if rezoning or other special use permits or variances are required, such re-zoning, permits or variances are likely to be approved by the Village of Crestwood ("Village") during the Approval Period; (ii) whether the conveyance or sublease of the Aldi Leasehold Portion requires approval pursuant to Village ordinance; and (iii) whether the Aldi's anticipated signage violates any Village sign ordinances. Aldi's anticipated signage is developed and selected specifically for the Aldi Leasehold Portion and its unique characteristics. If the Aldi Leasehold Portion cannot be rezoned and/or platted in the time allotted, Aldi will include such circumstances in the Dissatisfaction Notice and/or the Pending Approval Notice, as the case may be.

(d) Survey. Aldi, at its expense, shall order a survey of the Aldi Leasehold Portion no later than the tenth (10^{th}) business day after the Contract Date, which shall (i) be prepared by a licensed surveyor or engineer licensed in the State of Illinois, (ii) be received no less than twenty days (20) prior to the end of the Investigation Period, (iii) be satisfactory to Chicago Title Insurance Company (the "Title Company") to provide for the standard exceptions to be removed from Aldi's leasehold title insurance policy thereby insuring the Aldi Leasehold Portion with extended

coverage, (iv) be certified as of a current date to those parties designated by both Aldi and the Village, (v) show the location of all then existing improvements, easements, highways, rights-of-way and other matters affecting or abutting the Aldi Leasehold Portion together with other data as Aldi determines necessary, and shall include a Certificate of Minimum Standard Detail -- ALTA form, (vi) reflect the exact acreage of the Aldi Leasehold Portion; and that the Aldi Leasehold Portion contains not less than the number of acres described, if any, exclusive of any portion lying within the right-of-way of any public street or highway; and (vii) be in reasonable conformity with Aldi's intended use and development of the Aldi Leasehold Portion consistent with Exhibit "A". If the Aldi Leasehold Portion is comprised of two (2) or more parcels, said survey must reflect and expressly certify that all such parcels are contiguous, that there are no gaps, gores or spaces, and that when taken together such parcels form a single tract of land.

(e) Grade and Elevation. Aldi shall determine the suitability of existing and proposed grades and elevations of the Aldi Leasehold Portion. Said elevations shall be satisfactory for all of Aldi's development criteria including but not limited to buildable area, traffic design and safety, and surface water drainage.

(f) Utilities. Aldi shall determine the location of all existing and proposed sanitary sewers, storm sewers, water, natural gas, telephone and electric lines and the cost of securing their service to the Aldi Leasehold Portion.

(g) Building Permits. Aldi shall determine the requirements for all necessary and requisite approvals of the Site Plan and other plans and specifications for the Project by any and all federal, state, and local authorities, agencies, officers, and departments having jurisdiction thereof.

(h) Local Ordinances. Aldi shall determine and verify that no Village ordinance, rule, regulation or law shall restrict the Aldi's operation of the intended use consistent with established policy and practice for a standard Aldi store, including without limiting the generality of the foregoing, the securing of a business license.

(i) Easements and Rights-of-Way. Aldi shall determine where all easements and rights-of-way lie on and adjacent to the Aldi Leasehold Portion and how they affect Aldi's intended use of the Aldi Leasehold Portion.

(j) Environmental Hazard. Aldi may determine any potential liability for hazardous substances or conditions, relating to the Aldi Leasehold Portion. Subject to the terms of the Underlying Lease, Aldi may, at Aldi's sole option and expense, undertake inspection, testing or investigation of the Aldi Leasehold Portion to determine the nature or extent of any hazardous substances or conditions in, or under the Aldi Leasehold Portion. Aldi, its agents or consultants, may enter upon the Aldi Leasehold Portion, provided that if more removal or displacement of earth is required than that resulting from soil borings, Aldi shall obtain the Village's prior

written approval which approval shall not unreasonably be withheld. The Village shall cooperate with Aldi's investigation, at Aldi's expense, and the Village shall, upon Aldi's request, or that of Aldi's agents or designates, furnish such knowledge or information as the Village has relating to the condition or history of the Aldi Leasehold Portion (including any abstract of title or title commitment relating to the Aldi Leasehold Portion which may be in the possession of the Village) as it might bear upon hazardous substances or conditions relating to the Aldi Leasehold Portion. Aldi will provide copies of all test/investigation reports to the Village promptly upon completion.

(k) Title and Title Evidence. Aldi's leasehold interest in the Aldi Leasehold Portion shall be insurable by Title Company, at the Title Company's regular rates. The Village, at the Village's expense, shall obtain a leasehold title insurance policy on the current form of the American Land Title Association (or its equivalent) insuring the Aldi's leasehold interest in the Aldi Leasehold Portion in the amount of the Ground Rent for the initial term of twenty (20) years. The Village shall order the title commitment immediately upon execution of this Agreement, together with legible and complete copies of all recorded documents evidencing the title exceptions raised in Schedule B of the title commitment, and provide Aldi with copies of same upon receipt.

(i) Said policy shall provide for endorsements (a) to insure against violations, encroachments and other matters (a "comprehensive endorsement"), and (b) to insure Aldi's intended use of the Aldi Leasehold Portion as a retail food store under all local zoning ordinances and regulations (a 3.0 ALTA zoning endorsement).

(ii) The title policy issued by the Title Company shall be dated no later than seventy-five (75) days from the later of the expiration or earlier waiver of the Investigation Period and the Approval Period.

Aldi shall be liable for any damage or injury caused to the Aldi Leasehold Portion or Center and/or to any persons or any personal property located thereon in connection with the surveys, inspections, assessments, studies, examinations, tests and other acts of Aldi and/or its contractors, agents and/or representatives with respect to the Aldi Leasehold Portion or Center, and shall indemnify, defend, and hold harmless the Village, MWRD and their respective successors and affiliates from and against any and all such damage or injury and from any claims and causes of action resulting therefrom. Aldi shall, at its cost and expense, restore the Aldi Leasehold Portion and Center to substantially the same condition in which it existed immediately prior to Aldi's surveys, inspections, assessments, studies, examinations, tests and other acts of Aldi and/or its engineers, employees, servants, contractors, agents, and/or representatives. Aldi's obligations as set forth in the preceding sentences shall survive any termination of this Agreement.

Aldi shall maintain, and shall ensure that its contractors, agents and other representatives maintain, commercial liability and property damage insurance insuring against any liability or damage arising out of any such entry onto, and such surveys, assessments, studies, tests, inspections, examinations or other acts with respect to, the Aldi Leasehold Portion or Center. Such insurance shall be at least in the amount of Two Million Dollars ($2,000,000.00) combined single limit for injury to or death of one or more persons in any single occurrence, and for damage to personal property (including without limitation loss of use) in any single occurrence. The insurance policy or policies shall name the Village, MWRD and their respective successors and assigns as additional insureds and contain a provision to the effect that any such coverages shall be primary to any other insurance that may be available to Village and/or MWRD.

5. Aldi's Approval Period. Aldi is granted a period of one hundred and twenty (120) days commencing on the day following the expiration of the Inspection Period (the "Approval Period") to obtain all permits, licenses and approvals which may be necessary, in Aldi's sole and absolute discretion, to enable it to engage in any permitted uses and the businesses related thereto. This Agreement is subject to and conditioned upon Aldi's obtaining prior to the expiration of the Approval Period, all permits, licenses and approvals which may be necessary for (a) zoning and land use codes and restrictions for use and development standards, (b) health and building codes, (c) the construction of free-standing and wall signs which are satisfactory to it for the purpose of conducting its customary business as aforesaid; and (d) and other permit, license or approval necessary for the intended use. If the permits, licenses, approvals have not been secured during the Approval Period, Aldi or the Village, at any time within thirty (30) days after Approval Period, may terminate this Agreement and its rights under the Underlying Lease by giving written notice of such election to the Village and MWRD (and in the case of MWRD, pursuant to the notice provisions in the Underlying Lease). Aldi covenants to act in good faith and use due diligence to secure all permits, licenses and approvals. If the Village elects to terminate this Agreement as provided for in this section, Aldi will have thirty (30) days after receiving the Village's termination notice to waive, in a written notice to the Village, all conditions in this section and continue this Agreement without the conditions set forth in this section. If Aldi does not waive the conditions in this section or Aldi exercises its right to terminate pursuant to this paragraph, this Agreement will terminate and be of no further force or effect thirty (30) days after the Village's notice of termination is received by Aldi and thereafter the parties shall have no further obligations hereunder except for such obligations that expressly survive the termination of this Agreement. Upon the expiration of the Approval Period, at the Village's request, Aldi will acknowledge in writing that the Approval Period has expired and that Aldi has waived its right to terminate this Agreement as permitted in this Section 5 (the "Go Ahead Notice"). The "Ready For Construction Date" shall be the date that the Approval Period expires.

6. The Village's Work and Delivery of Aldi Leasehold Portion.

(a) The Village's Work Defined. The Village, at its sole cost and expense, shall perform or cause to be performed to completion, the following work (hereinafter collectively referred to as the "Village's Work"):

(i) the installation of off-site storm water catch basins and all drainage facilities required to properly manage storm water generated from the Aldi Leasehold Portion and the other parcels in the center as a result of the development of the Aldi Leasehold Portion and the completion of the Project and the performance of the Village's Work. The storm drain outlet for the Aldi Leasehold Portion shall be stubbed to within five (5) feet of the Aldi Leasehold Portion (with an easement or legal access to allow Aldi to extend the same). The Village's Work shall include construction of underground piping for the main storm water stub, manholes (and other facilities) that are not located on the Aldi Leasehold Portion required by any and all governmental and quasi-governmental agencies and utilities having jurisdiction over the Aldi Leasehold Portion (with Aldi being responsible for any storm water branch lines to be constructed on the Aldi Leasehold Portion) to direct storm water drainage to the drainage facilities serving the Aldi Leasehold Portion and the Center. Aldi's work shall include the construction of all storm water related improvements within the Aldi Leasehold Portion, including manholes and catch basins and any other structures required by any governmental and quasi-governmental agencies and utility providers having jurisdiction over the Aldi Leasehold Portion.

(ii) the installation of public utility lines for sanitary sewer, potable water, fire water service, electric and others utilities stubbed to within five (5) feet of the building pad proposed on the Aldi Leasehold Portion (lot 2). All utilities shall provide service consistent Aldi's requirements shown on Exhibit "D" attached hereto and incorporated herein.

(iii) rough grade the Aldi Leasehold Portion in accordance with the soils report for the Aldi Leasehold Portion at rough grades approved by Aldi. The final grade and elevation of the Aldi Leasehold Portion shall be properly rough graded consistent with a level transition from the Aldi Leasehold Portion to other portions of the Center for the orderly passage of automobiles to and from the Aldi Leasehold Portion.

(iv) The site shall be rough graded and the building pad compacted to 95% proctor with a 3,000 lbs per square foot bearing capacity.

(v) The erection of the "Cal Sag Monument" and the "Cicero Monument" signs, as they are identified and depicted within the Declaration of Rights and Obligations (Exhibit K hereto) and at the locations indicated therein.

Not less than sixty (60) days prior to commencement of the Village's Work, Village shall propose and deliver to Aldi final civil plans and specifications for the Village's Work (herein referred to collectively as the "Development Plans"). Not less than thirty (30) days after receipt of the Development Plans, Aldi shall approve, comment upon or disapprove the same. In the event Aldi does not give its unconditional approval of the Development Plans, Aldi shall provide to Village its reasons or comments for disapproval of the Development Plans. Village and Aldi shall use their best efforts to agree on modified Development Plans. Village shall comply with all local and state code requirements with regard to the Development Plans. In the event that Aldi does not respond to Village following receipt of the Development Plans within thirty (30) days, the Development Plans shall be deemed approved by Aldi.

(b) Completion of the Village's Work. The Village's Work shall be completed no later than one hundred twenty (120) days (not counting the period of time between November 1 and March 1) following the Ready For Construction Date, subject to Force Majeure Events. If the Village is delayed at any time in the progress of the Village's Work by labor disputes, fire, adverse weather, acts of God or other events beyond the Village's control ("Force Majeure Events"), then the time shall be extended for a reasonable time.

(c) Delivery Date. The "Delivery Date" of this Agreement shall be the date when all of the following have been satisfied:

(i) The Village's Work is done and completed pursuant to this Agreement.

(ii) Aldi receives a certificate from the Village's civil engineer certifying to Aldi that the Village's Work has been substantially completed and performed substantially in accordance with the requirements of this Agreement. The certificate shall include a certified soil compaction report for the Village's Work, if and to the extent applicable.

(iii) Village shall deliver evidence satisfactory to Aldi that Section 3.08 of the Underlying Lease has been amended to permit Aldi to sell alcoholic beverages.

(iv) The Title Company has issued its Owner's Policy to Aldi insuring Aldi's leasehold interest in the Aldi Leasehold Portion consistent with the terms of this Agreement.

(d) Performance of the Village's Work. The Village's Work shall be performed utilizing customary and standard design, engineering and construction methods, standards and specifications for first class shopping centers in Crestwood, Illinois and utilizing customary and standard design, engineering and construction methods, standards and specifications to provide for ingress and egress to the Aldi

Leasehold Portion. The Village's Work shall be performed in accordance with all local ordinances.

(e) Aldi Oversight of the Village's Work. Aldi shall have the right to inspect and monitor the performance of the Village's Work to verify that the same is being completed in accordance with the requirements and standards of this Agreement; provided, Aldi agrees that it shall not interfere with the performance of the Village's Work during the period of any inspections or monitoring.

(f) Aldi's Self-Help. Notwithstanding anything in this Agreement to the contrary, in the event that the Village fails to complete the Village's Work within one hundred fifty (150) days following the later of (i) sixty (60) days after the expiration of the Approval Period and (ii) the Ready For Construction Date, Aldi shall have the right to perform the portion of the Village's Work that is incomplete and/or improperly performed and charge Aldi's actual out of pocket cost to the Village together with a management fee payable to Aldi equal to ten percent (10%) of the cost and expense to complete such items. If Aldi performs any portion of the Village's Work and the Village fails to reimburse Aldi for such costs within thirty (30) days following billing from Aldi, Aldi may recover such costs by deducting such costs from up to 50% of the monthly Ground Rent next coming due until such costs are fully credited.

(g) Right to Terminate Agreement. Regardless of the excused completion of the Village's Work, if the Delivery Date has not occurred within three hundred sixty-five (365) days following the later of (i) the expiration of the Approval Period and (ii) the Ready For Construction Date, then Aldi shall have the right to terminate this Agreement by thirty (30) days prior written notice to the Village, unless the Delivery Date occurs prior to the expiration of such thirty (30) day period.

7. Aldi's Improvements.

(a) Aldi, using its contractor or contractors, shall construct the site improvements, and other improvements comprising the Project in a good and workmanlike manner, in accordance with the Final Building Plans and in compliance with all governmental laws, codes and ordinances. At all times, the Village shall have the right to enter upon Aldi Leasehold Portion for the purpose of inspecting the same. All improvements to the Aldi Leasehold Portion shall remain a part of the Aldi Leasehold Portion, and (except for trade fixtures and personal property including merchandise of every kind, nature and description, furniture, furnishings, equipment, refrigeration equipment, check lanes) be surrendered at the end of the Term or earlier termination of this Agreement in good condition and repair, at which time the same shall become the property of the Village. Aldi shall cause its contractors to work in harmony with any workers and contractors performing work on behalf of the Village or any other tenant or occupant in the Center, and Aldi's improvements shall be performed in a manner that shall not unreasonably interfere with or disrupt the construction of any other improvements in the Center or the operation of any other tenant's business in the Center. Aldi shall perform all improvements in a good faith and diligent manner

so that the Project is completed on or before two hundred seventy (270) days following the Delivery Date (as defined in Section 10(a) below) (not counting the period of time between November 1 and March 1). If Aldi is delayed at any time in the progress of the construction of the Aldi improvements by labor disputes, fire, acts of God or other events beyond Aldi's control ("Force Majeure Events"), then the time shall be extended for a reasonable time.

(b) Aldi has provided its Aldi's preliminary plans (including without limitation, floor plans) for the Project ("Aldi's Prototype Plans") for the Village's review which are attached hereto as Exhibit "E" and the Village has and does hereby unconditionally approve the Aldi's Prototype Plans (subject to Aldi securing all legally required permits, licenses and approvals). Final plans and specifications for the Aldi Leasehold Portion based upon Aldi's Prototype Plans (herein referred to as the "Final Building Plans") shall be prepared by Aldi and shall be submitted to the Village for the approval of the Village and MWRD. The Aldi's Final Building Plans shall be submitted to the Village for approval no later than one hundred and fifty (150) days after the Contract Date. Aldi's Final Building Plans shall either be approved by the Village and MWRD or revised and returned to Aldi within fifteen (15) days after receipt by the Village and MWRD, and Aldi shall have thirty (30) days from receipt thereof to make the revisions requested by the Village and/or MWRD and resubmit them to the Village for approval, which approval shall be given to Aldi provided Aldi has satisfactorily revised the Aldi's Final Building Plans. The Village's approval of Aldi's Final Building Plans shall be evidenced by only the Village's signature on such plans. The Village agrees that approval of the Final Building Plans shall not be unreasonably withheld so long as such plans are substantially consistent with Aldi's Prototype Plans and all applicable law. It is understood and agreed that although Aldi is furnishing Aldi's Final Plans to the Village for its approval, the Village shall have no liability whatsoever for any defects, errors or omissions in the documentation furnished by it to Aldi or as a result of its approval of the Final Building Plans prepared by Aldi.

(c) Aldi agrees to install Aldi's trade fixtures and equipment and stock the Aldi Leasehold Portion for the operation of the Aldi Leasehold Portion for the initial use on or before the date that is two hundred seventy (270) days after the Delivery Date (not counting the period of time between November 1 and March 1), subject to Force Majeure Events, and to open for business to the public fully stocked and staffed in the Aldi Leasehold Portion in such operating condition for at least one (1) day.

8. Indemnification Against Liens. It is agreed and understood that no party shall permit or allow others to permit the Aldi Leasehold Portion or related easements or rights-of-way referred herein to provide access to the Aldi Leasehold Portion to be encumbered with a lien or claim of a mechanic or materialman. Each party does hereby indemnify, protect, defend and hold the other party harmless from and against any claims, losses, demands, liabilities, suits, costs, and direct damages, (specifically excluding consequential damages) and reasonable attorney's fees of counsel selected by the indemnified party and other costs of defense, incurred, arising against, or suffered by the indemnified party or its assigns as a direct or indirect consequence of the filing of a mechanic or materialman lien. If such lien is filed against the Aldi Leasehold Portion or the Center as a result of Aldi's actions

(or inactions), Aldi shall, within thirty (30) days after notice from the Village of its filing, discharge or bond over such lien. If Aldi shall fail to remove or discharge, or bond over with a title insurer reasonably acceptable to the Village, any notice of unpaid balance, mechanic's lien claim or construction lien claim within thirty (30) days after notice or knowledge of the filing of same, then in addition to all other rights of the Village hereunder, the Village may, at its option, and after providing Aldi with ten (10) business days' prior written notice and opportunity to cure, procure the removal or discharge of same. Any amount paid by the Village for such purpose, including all reasonable attorney's fees and other expenses therefor, together with interest thereon at the Default Rate, shall become due and payable by Aldi to the Village as additional rent, and in the event of Aldi's failure to pay therefor within thirty (30) days after demand, the same shall be due and payable with the next month's Ground Rent.

9. Term. The term of this Agreement shall commence on the Contract Date, and unless the term is terminated sooner as provided in this Agreement, shall terminate on the date that is twenty (20) Occupancy Years following the Occupancy Date (hereinafter referred to as the "Term"). As used herein, "Occupancy Year" means a period of 12 consecutive calendar months, with the first Occupancy Year commencing on the Occupancy Date and expiring on the last day of the month that is 12 full calendar months next following the Occupancy Date, except that, if the Occupancy Date occurs on the first day of the calendar month, then the first Occupancy Year shall end on the day immediately preceding the first anniversary of the Occupancy Date and subsequent Occupancy Years shall be each consecutive 12 calendar month period thereafter.

10. Ground Rent. Village shall be primarily responsible for all rent and additional compensation due to MWRD pursuant to the Underlying Lease and Village shall pay such rent, additional compensation and all other monetary payments due from Village and Aldi pursuant to the Underlying Lease and the Consent to Partial Assignment of Lease Agreement directly to MWRD without demand or notice from Aldi. Such payments shall be made timely by Village directly to MWRD. It is anticipated that Aldi will be treated as a subtenant as between the Village and Aldi only; therefore, Aldi shall pay to the Village the following rent, per annum (the "Ground Rent") for its occupancy and use of the Aldi Leasehold Portion:

(a) No Ground Rent Until Occupancy Date. No Ground Rent shall be due from Aldi to Village for the period that commences on the Contract Date and ends on the earlier to occur of (i) the date that is two hundred seventy (270) days following the Delivery Date (not counting the period of time between November 1 and March 1), or (ii) the date Aldi opens for business on the Aldi Leasehold Portion (the earlier of such two dates is hereinafter referred to as the "Occupancy Date").

(b) Amount of Ground Rent. During the period that commences on the Occupancy Date and ends twenty (20) Occupancy Years thereafter, Aldi will pay the annual Ground Rent set forth below:

Occupancy Years	Annual Ground Rent	Monthly Ground Rent
1-5	$127,000.00	$10,583.33
6-10	$139,700.00	$11,641.67
11-15	$153,670.00	$12,805.83
16-20	$169,037.00	$14,086.42

(c) Equal Monthly Installments. The Ground Rent shall be payable in equal monthly installments in advance on the first (1st) day of each month, at such place as the Village shall designate. For the calendar year and month in which the Occupancy Date falls, the Ground Rent for the Aldi Leasehold Portion shall be prorated to reflect that portion of the year or month during which such Ground Rent was accruing on the Aldi Leasehold Portion pursuant to this section of this Agreement.

(d) Rent to Net to the Village. The Ground Rent, Additional Rent and all other monetary obligations of Aldi payable pursuant to this Agreement (collectively, the "Rent") shall be net to the Village, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Aldi Leasehold Portion, Aldi's Work and Aldi's operations shall be paid by Aldi, without abatement, deduction or setoff whatsoever, in the manner set out above for payment of Rent, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the Village be expected or required to make any payment of any kind whatsoever relating to the Aldi Leasehold Portion or be under any other obligation or liability hereunder or otherwise, except as herein otherwise expressly set forth. Except as otherwise specifically provided in this Agreement, Aldi's obligation to pay any Rent hereunder shall not terminate prior to the Expiration Date, notwithstanding the exercise by the Village of any or all of its rights under Section 29 herein or otherwise, and all the obligations of Aldi hereunder shall be absolute and shall not be affected for any reason whatsoever, including, without limitation, by any damage to or destruction of the Aldi Leasehold Portion or any part thereof, any taking of the Aldi Leasehold Portion or any part thereof or interest therein by condemnation or otherwise, any prohibition, limitation, restriction or prevention of Aldi's use, occupancy or enjoyment of the Aldi Leasehold Portion or any part thereof, or any interference with such use, occupancy or enjoyment by any person or for any reason, any matter affecting title to the Aldi Leasehold Portion, any default by the Village hereunder, the impossibility, impracticability or illegality of performance by the Village, Aldi or both, any action of any governmental authority, Aldi's acquisition of ownership of all or part of the Aldi Leasehold Portion (unless this Agreement shall be terminated by a writing signed by all persons, including any holder of the a mortgage, having an interest in the Aldi Leasehold Portion), any breach of warranty or misrepresentation, or any other cause whether similar to or dissimilar from the foregoing and whether or not Aldi shall have notice or knowledge thereof and whether or not such cause shall now be foreseeable. The parties intend that the

obligations of Aldi under this Agreement shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Agreement.

(e) Monetary Remedies. Independent to the remedies set forth in Section 29 herein, in the event Aldi does not pay any monetary amounts on the due date thereof, and if such amounts remain outstanding ten (10) days after written notice of such delinquency is provided to Aldi by the Village (with no more than one (1) such notices required in any one Occupancy Year), Aldi shall pay interest to the Village on such delinquent amounts, calculated from the original due date thereof, at the maximum lawful interest rate or 5% in excess of the then prime rate available at Chase Bank, N.A. (or its successor) per annum, whichever is less (the "Default Rate"), until the date full payment of the delinquent amounts and such interest are received by the Village. In the event interest is owed pursuant to the preceding sentence, Aldi shall also pay to the Village an administrative fee equal to 10% of the delinquent amount. Late charges and interest are in addition to all other rights and remedies for late payment set forth in this Agreement, the Village and Aldi agreeing that late payment by Aldi will cause the Village to incur other costs not contemplated in this Agreement, the exact amount of which will be extremely difficult and impracticable ascertain.

11. Automatic Lease Extensions. It is mutually agreed that Aldi shall have the option to extend the Term of this Agreement for five (5) additional periods of five (5) years each upon the same terms and conditions as are provided with respect to the original twenty (20) year Term of this Agreement, provided, however, that the Ground Rent during the extended Terms shall be increased as follows:

Occupancy Years	Annual Ground Rent	Monthly Ground Rent
21-25	$185,941.00	$15,495.08
26-30	$204,535.00	$17,044.58
31-35	$224,989.00	$18,749.08
36-40	$247,488.00	$20,624.00
41-45	$272,237.00	$22,686.42

Aldi shall be deemed to have exercised its option to extend, and the Term of this Agreement shall automatically be extended, unless Aldi notifies the Village in writing of its election not to extend this Agreement at least nine (9) full calendar months prior to the expiration of the Term then in effect.

12. Additional Rent. During the term of this Agreement, or any part thereof, Aldi shall pay, as "Additional Rent", an amount equal to Aldi's Proportionate Share of the Operating Expenses for the Center and Real Estate Taxes for the Aldi Leasehold Portion as set forth in Section 18 hereof. Aldi shall pay the Operating Expenses at such times and in the

manner provided herein. If such amounts or charges are not paid at the time provided in this Agreement, they shall, nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of Ground Rent thereafter falling due and shall be subject to the terms of Section 10(e) above.

(a) Budget. The Village shall provide to Aldi with an itemized estimate of the Operating Expenses for each calendar year after the Occupancy Date (hereinafter referred to as the "Budget"). The Village shall submit the Budget to Aldi within sixty (60) days after the Delivery Date and within sixty (60) days prior to the beginning of each calendar year thereafter. In the event that the Village does not timely provide the Budget, Aldi's next payment of Additional Rent shall be equal to that of the preceding month until such Budget is rendered by the Village to Aldi. After the Village renders such Budget, the Village may send a corrected Budget to Aldi. In that event, all time limits specified below shall date from when such corrected Budget is rendered. Operating Expenses (excluding Non-Controllable Expenses) shall not increase more than five percent (5%) on an annual cumulative basis after the second full calendar year after the Occupancy Date. As used herein, "Non-Controllable Expenses" shall mean Operating Expenses incurred for removal of snow and ice, insurance premiums, Real Estate Taxes (by definition), scavenger service and refuse removal, and utilities, and costs that are not customarily incurred every year such as landscape replacement, parking lot restriping, etc.

(b) Payment. Aldi's payment of Additional Rent under the provisions of this section shall be made on the first day for the payment of Ground Rent under this Agreement (provided, in no event shall Aldi be required to make the initial Additional Rent payment prior to the date that is at least ten (10) days after delivery to Aldi of the initial Budget). Upon such date, Aldi shall pay to the Village a sum equal to one-twelfth of the amount shown on the Budget (prorated for any partial period) as Aldi's estimated annual Proportionate Share of the Operating Expenses, and on the first day of each month thereafter until the Budget is updated by the Village. Upon receipt of such updated Budget, the new amount of Additional Rent shall be paid on the first day of each calendar month thereafter throughout the continuation of this Agreement until the Budget is further updated by the Village.

(c) Partial Year Adjustment. In addition to the rental adjustments provided for hereunder, if the term of this Agreement shall terminate on a date other than December 31st, then for the fractional portion of such calendar year at the end of this Agreement, the Additional Rent for such period shall be adjusted prorata for the partial calendar year.

(d) Recapitulation. Within One Hundred Twenty (120) days after the conclusion of each calendar year during the term of this Agreement, the Village shall provide to Aldi a statement of the Operating Expenses for the preceding calendar year. In the event that Aldi's payments of Additional Rent for the calendar year in question

exceed the actual Operating Expenses, the Village shall allow and permit a credit to Aldi for future Additional Rent for each of the next and forthcoming monthly payments of Additional Rent until such amount is repaid. In the event that the Agreement has terminated, the Village shall pay to Aldi the amount of the overage payment of Additional Rent made by Aldi. In the event that the actual Additional Rent exceeds the estimated payments of Additional Rent for the subject calendar year, Aldi shall pay to the Village the difference within thirty (30) days following receipt of an invoice from the Village for such amount. This obligation shall survive the expiration or earlier termination of this Agreement.

(e) Records. The Village shall maintain, or cause to be maintained, complete and accurate records and accounts in such manner and detail as to provide proper basis for analysis of the statements to be furnished by the Village as provided herein. Not more than once a year with respect to each calendar year, and at Aldi's request, the Village shall furnish to Aldi copies of bills and receipts for the purpose of verifying the information set forth on any statement; provided, that a written request for copies of bills and receipts is made within six (6) months after receipt of the statement.

(f) Audit Rights. \Whether or not Aldi has requested copies of bills and receipts for a particular statement as described above, within nine (9) months after receipt of any such statement, Aldi shall have the right to audit the Village's books and records (or, in the event that the Center is managed by a third-party real estate company, the records of such company) pertaining to the operation and maintenance of the Common Area for the calendar year covered by such statement, subject to the following conditions: (1) there is no uncured default under this Agreement; (2) in no event shall any audit be performed by a firm retained on a "contingency fee" basis; (3) the audit shall commence within 30 days after the Village makes the Village's books and records available to Aldi's auditor and shall conclude within ninety (90) days after commencement; (4) the audit shall not unreasonably interfere with the conduct of the Village's business; and (5) Aldi and any outside firm shall treat any audit in a confidential manner, and any outside firm shall execute the Village's confidentiality agreement (provided the terms of same are reasonable) for the Village's benefit prior to commencing the audit. Aldi shall notify the Village of its intent to audit at least thirty (30) days prior to the designated audit date. In the event that such audit shall disclose an error in the determination of the Additional Rent, or in the allocation thereof to Aldi, an appropriate adjustment shall be made forthwith. The cost of any audit shall be assumed by Aldi unless Aldi shall be entitled to a refund in excess of ten percent (10%) of the amount calculated by the Village as Aldi's Proportionate Share of Operating Expenses for the applicable calendar year, in which case the Village shall pay the reasonable costs of such audit, which payment shall in no event exceed Three Thousand Dollars ($3,000.00), adjusted for inflation. This paragraph shall not be construed to limit, suspend, or abate Aldi's obligation to pay Rent when due, including estimated

Additional Rent. If Aldi does not give written notice to the Village objecting to such the Village's statement during said nine (9) month period, Aldi's Proportionate Share of Operating Expenses for the applicable calendar year shall be deemed approved for all purposes, and Aldi shall have no further right to review or contest the same.

(g) Definitions. For purposes of this Lease:

(i) "Common Area" shall mean those portions of, and facilities within, the Center which are designated by the Declaration as intended for the common use of all occupants of the Center, their customers, agents and employees, including, without limitation, driveways, walkways, common loading zones and receiving areas (if any), common signage and landscaping, and storm sewer detention and drainage facilities.

(ii) "Operating Expenses" shall mean expenses incurred during such year for the operation, repair and maintenance of the Common Areas, including, without limitation, traffic ways, drives, parking lots, storm sewer detention and drainage facilities, grounds, landscaping, lighting facilities, common signage for the Center, including by way of illustration and not limitation:

(1) Premiums and deductibles for general liability, property damage, workmen's compensation, or any other insurance policies for the Common Area.

(2) Security, repair, cleaning, maintenance and care expenses relating to lawn(s), storm sewer detention and drainage, plantings, paving, seal coating, striping, snow and ice removal, walks, driveways, debris removal, gates, fencing, drainage facilities and swales, posts, signs and appurtenances thereto, all in accordance with accepted principles of sound management and accounting practice for the Common Area (and specifically excluding security, repair, cleaning, maintenance and care specifically relating to any building(s) with rentable space, not part of the Common Area).

(3) Water, electric, gas, and sewer utility rates and charges for the Common Area.

(4) Expenses for repairs or other work cause by fire, windstorm, or other casualty not covered by insurance.

(5) A management fee equal to five percent (5%) of all Operating Expenses.

The term "Operating Expenses" does not mean or include taxes and assessments levied, assessed or imposed at any time by any municipal, county, state or federal government or any governmental authority, upon or against the Center or the Aldi Leasehold Portion ("Real Estate Taxes") which shall be paid by Aldi in accordance with Section 18 hereof), any obligations for maintenance, repair or the like allocated to another owner or occupant pursuant to the Declaration, and also any tax or assessment levied, assessed or imposed at any time by any governmental authority in connection with the receipt of any income or rents from the Aldi Leasehold Portion to the extent that any such tax or assessment is not in lieu of all or a portion of any of the Real Estate Taxes; depreciation on the facilities or any improvements on the Center or the Aldi Leasehold Portion; Village overhead expenses, including wages, salaries, Social Security taxes which may be levied upon such wages and salaries and other costs of employees excluding a property manager whose duties are exclusively dedicated to the Center, interest expense on borrowed money of any form or nature; costs of maintaining the Village's corporate or business existence; franchise taxes, federal or state income taxes; expenditures required to be capitalized for federal income tax purposes (provided, however, that (1) if the Village shall incur capital expenditures respecting the Center which have the effect of reducing Operating Expenses, such capital expenditures may be recovered by the Village by including in the Operating Expenses an annual amount which is the lesser of (i) the annual reduction in operating costs; or (ii) the current depreciation and/or amortization allowable respecting such capital items for federal tax reporting purposes, (2) the cost of replacing the concrete and/or asphalt pavement in the parking areas and driveways of the Center may be included within Operating Expenses so long as such cost is amortized on a straight-line basis over the useful life thereof under GAAP and only the unamortized portion applicable to each year shall be included in Operating Expenses for such year, and is not incurred prior to the expiration of the fifth (5th) full Occupancy Year, or more than once during each five (5) full Occupancy Years of the term, and (3) the costs of complying with laws applicable to the Center not in effect as of the date of this Agreement may be included within Operating Expenses so long as such cost is amortized on a straight-line basis over the useful life thereof under GAAP and only the unamortized portion applicable to each year shall be included in Operating Expenses for such year;

office expenses or salaries of the Village's executive officers; commissions and fees paid for the rental of land or building(s) on the Center, or any parts thereof; or tenant improvements within the Center.

(iii) "Proportionate Share" shall mean 34.17%.

13. Shopping Center Development.

(a) It is anticipated that the Village shall develop the Center which shall include the Aldi Leasehold Portion as part of the common scheme of development generally consistent with the drawing attached hereto as Exhibit "B" and incorporated herein.

(b) Village shall adopt and record prior to the expiration of the Investigation Period, a Declaration of Covenants, Conditions and Restrictions (the "Declaration") in substantially the form which is attached hereto as Exhibit "K", the Village established certain facilities within the Center (including, without limitation, certain areas within the Aldi Leasehold Portion) for traffic ways, access, signage, utilities, infrastructure, and other amenities to be shared by all tenants in the Village's Leased Parcel (the "Common Areas") and established certain common maintenance procedures and other matters as set forth therein. Pursuant to the Declaration, Aldi, as well as its employees, agents and customers, shall have and is granted complete, non-exclusive and undisturbed access to, and use of, including a non-exclusive easement in common with the other tenants of the Center for all Common Areas for their intended purposes, including, *inter alia*, the right to store shopping carts on the sidewalk under the front canopy of the Aldi Leasehold Portion in accordance with Aldi's customary manner of operating its business.

(c) The Center shall provide that the area designated as Controlled Access Property (hereinafter "CAP") on the attached Exhibit "H" is for the sole and exclusive use of Aldi. Except as provided herein, Aldi shall have full and complete rights to control, regulate and limit access to the CAP in accordance with applicable law, including the right to prohibit (a) commercial or charitable solicitation, advertising, dissemination of handbills or picketing; or (b) use of the CAP for parking or vehicular traffic by persons other than customers, employees or vendors of Aldi. Aldi has the right to post the CAP with "no solicitation" signs and/or signs indicating the above described restrictions, such as "this area designated for Aldi shoppers only". If Aldi is required by law to permit picketing or handbilling on the CAP, such activity will be permitted only at the area marked "Reserved Area" which is a part of the CAP as shown on the attached Exhibit "H". Aldi will permit limited use of those common driveways and parking areas included in the CAP which must be used by customers or employees of other stores for business reasons to those persons and for those business reasons only.

(d) The Village will erect the The Village shall allow Aldi to place Aldi's trade name/logo panel/sign on common signage for the Center, subject to municipal approvals and permitting. Aldi shall enjoy the top position on the sign located at the corner of Cicero Ave. and Cal Sag Road and the second from the top position on the sign at the "Full Access" entrance on Cal Sag Road as shown on the Preliminary Site Plan (Exhibit"A").

14. Assignment & Subletting. Aldi shall have the right to sublease and assign this Agreement with the consent of the Village, which consent shall not unreasonably be withheld. Such Assignment shall also require the approval of the MWRD, within the sole discretion of the MWRD. In the event of assignment by Aldi, Aldi shall not be released from any and all liability hereunder. Notwithstanding anything contained herein, Aldi may, upon prior written notice to the Village but without the Village's prior consent, assign this Lease or sublease all or any portion of the Aldi Leasehold Portion, to a Aldi Affiliate (however, in the event of any such assignment or sublease, Aldi and any entity into which it is merged (or which acquires all of Aldi's other locations in the State of Illinois) shall remain liable for the "tenant's" obligations hereunder). "Aldi Affiliate" means: (a) a franchisee of Aldi; (b) any entity controlling, controlled by or under common control with Aldi; (c) any entity resulting from the merger, consolidation or reorganization of Aldi with or into any other entity; or (d) any entity acquiring all of Aldi's other locations in the State of Illinois.

15. Leasehold Interest and Possession. The Village covenants that it has the right and power to enter into this Agreement for the full term, with extensions, upon all of the conditions herein contained and Aldi, upon paying the Rent performing the covenants to be performed under this Agreement, shall and may peacefully and quietly have, hold and enjoy Aldi Leasehold Portion for the full term of this Agreement and any extensions thereof.

16. Restrictive Covenants.

(a) As material consideration to Aldi, the Village represents and warrants that, to the best of the Village's knowledge, Aldi's intended use of the Aldi Leasehold Portion as a Retail Grocery Store does not violate any restriction encumbering the Aldi Leasehold Portion, any other agreement regarding the Aldi Leasehold Portion or any agreement to which Village is a party, subject to Aldi's compliance with applicable law. The Village agrees that until the end of the Term, the Village shall not use or occupy, or permit the use of or occupancy of the Center, other than the Aldi Leasehold Portion, for the operation of a Retail Grocery Store (the "Exclusive Use"). The term "Retail Grocery Store" shall mean, without limitation, a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store, and any store where the area devoted to the display and/or sale of grocery items exceeds 2,000 square feet of gross leasable area. "Retail Grocery Store" shall not include (i) a delicatessen or any other restaurant (or coffee shop) wherein beverages and/or prepared food is sold for on-premises consumption and/or for "take-out" consumption (including, without limitation, a Chick-Fil-A or a Panera restaurant), (ii) a pet food store such as a PetSmart, (iii) a single serve ice cream and/or frozen yogurt store such as Baskin Robbins or Cold Stone Creamery; (iv) a GNC or similar type vitamin shop; (v) one CVS or Walgreens type store; (vi) any gourmet or other tea or coffee shop; (vii) a specialty retailer where at least eighty percent (80%) of such retailer's sales are from the sale of a specific food product (such as Edible Arrangements (i.e., fruit baskets), Fannie May (i.e., candies), Mrs. Fields (i.e., cookies), or Sprinkle's Cupcakes (i.e., cupcakes) in a leased premises with an aggregate square footage of less than or equal to one thousand five hundred (1,500) square feet, or (viii) a liquor store (including, without limitation, a wine shop). The 2,000 square foot limitations set forth above shall be inclusive of the area under the merchandise display

racks/cases/coolers, etc. and the aisles immediately adjacent to such merchandise display rack/cases/coolers, etc.

(b) In addition, the Village agrees that until the end of the Term, or any continuations or extensions thereof, the Village shall not use or occupy, or permit the use of or occupancy of the Center for any of the prohibited uses set forth on Exhibit "C" (the "Prohibited Uses"), attached hereto (such Prohibited Uses, together with the Exclusive Use, are sometimes collectively referred to herein as the "Restricted Uses").

(c) The covenants made by Aldi and the Village in this Agreement shall bind, respectively, Aldi and the Village and their respective heirs, successors and assigns.

17. Village's Representations. The Village represents and warrants the following to Aldi:

(a) Current Title. The Village affirms that good and marketable fee simple title to the Aldi Leasehold Portion and the Center is vested in MWRD and the Village, upon execution of the Underlying Lease, has a leasehold interest in the Aldi Leasehold Portion and the Center pursuant to the Underlying Lease.

(b) Litigation. There are no suits, actions, or proceedings pending or, to the best of the Village's knowledge, threatened by any party, including governmental authorities or agencies, against or involving the Aldi Leasehold Portion or to which the Village is or may become a party in connection with the Aldi Leasehold Portion.

(c) Adverse Possession. The Village has no knowledge of any claims of adverse possession, acquiescence or boundary line disputes having been asserted by any adjacent property owner against the Aldi Leasehold Portion.

18. Taxes. Aldi, as additional Rent hereunder, shall pay Aldi's Tax Bill. "Aldi's Tax Bill" shall include all Real Estate Taxes that are assessed, levied, continued, imposed or which become accrue or payable in respect of the Aldi Leasehold Portion commencing on the Occupancy Date and continuing during the term of this Agreement, or any extension thereof. In addition, Aldi shall pay its Proportionate Share of all Real Estate Taxes that are assessed, levied, continued imposed or which accrue or become payable with respect to the Common Areas ("Common Area Taxes") pursuant to the terms of the Declaration. Aldi shall pay Aldi's Tax Bill no later than the twentieth (20^{th}) day after issuance of same, and upon request by the Village shall provide proof of payment to the Village within ten (10) days after such request. Aldi shall pay Aldi's Proportionate Share of Common Area Taxes in estimated monthly payments concurrently with each payment of Ground Rent. The initial payment of Common Area Taxes is based upon the estimated Common Area Taxes for the calendar year in question on an accrual basis, and the monthly Common Area Tax payment is subject to increase or decrease as reasonably determined by theVillage to reflect an accurate estimate thereof. "Real Estate Taxes" shall mean all real estate taxes, fees, charges, assessments, assessments for public improvements or betterments (and interest due on the unpaid installments thereof) and all other governmental impositions,

general and special, ordinary and extraordinary, of any kind and nature whatsoever which shall be lawfully created and which shall become due and payable with respect to the Aldi Leasehold Portion or Common Areas, as the case may be, or any part thereof, during any calendar year during the term (or portion thereof) on an accrual basis, other than any fine, penalty, cost or interest for any tax or assessment or part thereof which the Village failed to timely pay (except if same are imposed by reason of Aldi's default hereunder). Notwithstanding anything to the contrary, the following are excluded from Real Estate Taxes: (a) any estate tax, inheritance tax, succession tax, capital levy tax, corporate franchise tax, gross receipts tax, income tax, conveyance fee or transfer tax; and (b) any assessment, bond, tax, or other finance vehicle that is (i) imposed as a result of the Village's initial construction of the Center, or (ii) used to fund construction of the Center or any additions or improvements to the Center; provided, however, if at any time during the term of this Agreement and notwithstanding the foregoing, a tax or excise on rents or other tax, however described, is levied or assessed against the Village on account of the rent expressly reserved hereunder, as a substitute in whole or in part for taxes assessed or imposed on land and buildings or on land or buildings, such tax or excise on rents or other tax shall be included within the definition of Real Estate Taxes, but only to the extent of the amount thereof which is lawfully assessed or imposed as a direct result of the Village's ownership of this Agreement or of the rent accruing under this Agreement. If any assessment may be paid in installments, the Village shall be deemed to have paid such assessment over the longest installment period permitted and only the installment coming due during the term hereof shall be included within taxes. With regard to Common Area Taxes, all refunds, rebates and discounts received by the Village in connection with such taxes shall be deducted prior to the calculation of Aldi's Proportionate Share thereof.

19. Contested Taxes. Aldi shall have the right and privilege to contest Real Estate Taxes for each full or partial calendar year during the Term with respect to which Aldi or its tax consultant, exercising reasonable business judgment, determines it is commercially reasonable to undertake such contest of taxes in light of the anticipated costs and benefits thereof, considering the best interests of the Center and the tenants thereof. Not later than five (5) business days after Aldi contests Real Estate Taxes, Aldi shall provide Village with notice of such contest and a copy of all petitions or applications filed for such purpose.

20. State and Local Law. Aldi shall not permit the Aldi Leasehold Portion to be used for any unlawful purpose and shall at all times comply with the laws of the State in which the Aldi Leasehold Portion are located, and the rules, orders, regulations, laws and ordinances of all legally constituted governmental authorities having jurisdiction over the Aldi Leasehold Portion, including, without limitation, the buildings and improvements now or hereafter erected thereon, any sidewalks, parking areas, and alleys.

21. Maintenance. Aldi shall, at its own cost and expense, repair, replace, and maintain the all portions of the Aldi Leasehold Portion (including, without limitation, the building(s) and improvements that are on the Aldi Leasehold Portion throughout the term of this Agreement), in a good, safe, and first class condition and shall use all reasonable precaution

to prevent waste, damage, or injury to the Aldi Leasehold Portion, normal wear and tear excepted. The Village has the right to enter the Aldi Leasehold Portion periodically to inspect the condition of said Aldi Leasehold Portion upon seventy-two (72) hours advance notice to the Aldi and such inspection shall be conducted with a representative of Aldi. The Village shall repair, maintain and/or replace all Common Areas in first class condition, free of impediments to easy and safe movement within the Common Areas. Sidewalk sales conducted by other tenants of the Center are permitted provided the same are not held on sidewalks adjacent to Aldi's building.

22. Alterations. Subject to the terms of the Underlying Lease, Aldi is hereby given the right, at its sole cost and expense, any time during the term hereof, to make any alterations or improvements in or upon the Aldi Leasehold Portion which Aldi may deem necessary or desirable for its purposes, subject to the terms of the Declaration. No such alterations or improvements shall be made that will weaken the structure of the building, and no structural alterations or improvements shall be made without the approval of the Village. All work herein permitted shall be done and completed by Aldi in a good and workmanlike manner and in compliance with all requirements of law and of governmental rules and regulations. Aldi shall indemnify and hold the Village forever harmless against all mechanic's or other liens arising out of such work, and also against any and all claims for damages or injury which may occur in connection with such work. To the extent required by law, the Village shall apply for and join with Aldi in applying for all permits required to be secured from third party governmental authorities and shall promptly execute such consents as such authorities may require in connection with any of the foregoing work. Aldi may remove any furniture, fixtures or equipment as it shall so desire, as nothing in this Agreement is intended to impose any restrictions on the use of such furniture, fixtures or equipment as Aldi may deem necessary from time to time in the operation of its business. Any injury to the building resulting from the removal of such furniture, fixtures or equipment shall be repaired immediately by Aldi at its expense.

23. Use of Aldi Leasehold Portion. The Aldi Leasehold Portion may be used for a Retail Grocery Store or any other lawful retail purpose; provided (a) in no event shall Aldi violate any Prohibited Uses set forth in Exhibit "C" attached hereto, and (b) if Aldi desires to change its use to a use other than a Retail Grocery Store, Aldi shall notify the Village in writing at least ninety (90) days prior to such change in use, and Aldi shall be subject to any then existing exclusive or restricted uses to which the Center is subject at the time of such notice. Aldi agrees not to occupy nor permit the Aldi Leasehold Portion to be occupied for any business deemed hazardous without the written consent of the Village, which consent shall not be unnecessary or unreasonably withheld, and the consent of the MWRD to the extent required under the Underlying Lease.

24. Insurance.

(a) Property Insurance. Aldi, at its own expense, shall maintain an "all-risk" "special form" property insurance policy on the Aldi Leasehold Portion, in the amount of

the full replacement cost of the improvements and structures erected by Aldi pursuant to this Agreement. This insurance shall provide by endorsement that any loss shall be payable to the Village or Aldi as their respective interests may appear, it being understood and agreed that to the extent Aldi exercises a right to terminate this Agreement pursuant to Section 26 below, all of Aldi's insurance proceeds for the value of the improvements and structures erected by Aldi on the Aldi Leasehold Portion shall be paid to the Village. Such insurance shall also include coverage for any improvements and betterments which may be made by Aldi to the extent that they are customarily insurable as part of the reality.

(b) Liability Insurance. Aldi, at its own expense, shall maintain a commercial liability insurance policy (comprehensive general liability insurance) including contractual liability coverage in the amount of not less than an aggregate limit of Two Million Five Hundred Thousand Dollars ($2,500,000.00) and shall be written on an occurrence basis.

(c) Policy Requirements. The insurer must be licensed in the State of Illinois, must be rated at least B+ and X in Best's Insurance Reports, or equivalent, and must agree to provide the Village at least (30) days prior written notice of a cancellation or reduction in coverage. Aldi shall name the Village and the MWRD as additional insureds and may name third parties, including mortgagees, as additional insureds, and Aldi may maintain the required insurance through a blanket policy or policies, provided that copies of policies with respect thereto are delivered to the Village, and that such policies shall provide in a manner satisfactory to the Village for specific allocation to the Aldi Leasehold Portion of the coverage by such blanket policy or policies. Aldi agrees to provide the Village with insurance certificates evidencing the foregoing required coverage on or before the earlier of (i) the Delivery Date, or (ii) any entry onto the Aldi Leasehold Portion by Aldi or any of its employees, contractors, agents or consultants.

25. Indemnification. The Village shall not be responsible or liable under any circumstances for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Aldi Leasehold Portion, including any damage or injury to Aldi or to any of Aldi's officers, agents, servants, employees, contractors or tenants, or any invitees, licensees or guests of any of the above except to the extent that such injury or damage resulted from the fraud, gross negligence or malfeasance of the Village. Aldi shall indemnify the Village against any damage, liability, loss or expense, including reasonable attorneys' fees, resulting from the injury to or death of any person or the loss or damage to any merchandise or property arising out of Aldi's breach of this Agreement or Aldi's negligence or that of Aldi's authorized agents, employees or contractors, except to the extent such damage, liability, loss or expense is caused or contributed to by any gross negligence of the Village or its authorized agents, employees or contractors.

26. Destruction of Aldi Leasehold Portion - Condemnation.

(a) In the event of the destruction of the improvements located on and a part of the Aldi Leasehold Portion, or a substantial part of either, by fire or any other causes during the last twelve (12) months of the Term of this Agreement, as it may be extended, this Agreement, at the option of the Aldi, shall be terminated and all of Aldi's liability hereunder shall also terminate. Provided, however, that in the event Aldi within ten (10) days after such destruction gives the Village notice of Aldi's exercise of any remaining right to further extend the Term of this Agreement and reconstruct the improvements located on and a part of the Aldi Leasehold Portion, Aldi shall also have the option to continue this Agreement in full force and effect in accordance with its terms.

(b) In the event the improvements on the Aldi Leasehold Portion are either destroyed or damaged by fire, flood, earthquake, or other casualty, Aldi shall have no obligation to repair, rebuild or restore such improvements. If Aldi elects not to repair, rebuild or restore its improvements after any such damage or destruction, Aldi shall, in a commercially reasonable period of time, raze the damaged improvements (including the removal of all underground foundations and footings) and either pave or seed and maintain such area, as reasonably determined by the Village.

(c) Except as specifically set forth in the first sentence of subparagraph 26(a) above, this Agreement shall not terminate, be forfeited or be affected in any manner, nor shall there be any reduction or abatement of the Rent payable hereunder, by reason of damage to or total, substantial or partial destruction of the Improvements or any part thereof or by reason of the untenantability of the same or any part thereof, for or due to any reason or cause whatsoever, and Aldi, notwithstanding any law or statute present or future, waives any and all rights to quit or surrender the Aldi Leasehold Portion or any part thereof. Notwithstanding anything to the contrary, in all cases Aldi's obligations hereunder, including, without limitation, the payment of Rent hereunder, shall continue as though the Improvements had not been damaged or destroyed and without abatement, suspension, diminution, or reduction of any kind.

(d) If, as a result of a Taking (defined below), any material portion of, or interest in, the Aldi Leasehold Portion, or if access to the Aldi Leasehold Portion from public rights-of way is taken, then within thirty (30) days following the date of such Taking, Aldi may terminate this Agreement upon written notice to the Village. A "Taking" means any governmental act whereby the Village or Aldi is divested of ownership or any of the incidents thereof, or any transfer in lieu thereof, but not including a de minimis divestiture or transfer, meaning a divestiture or transfer that does not materially affect the overall feasibility of operation of the Aldi Leasehold Portion as then used. If this Lease is not terminated, Ground Rent shall thereafter be abated in the case of a Taking of any portion of the Aldi Leasehold Portion, in proportion to the square footage of the improvements taken.

(e) The Village and Aldi agree that any award or compensation on account of a Taking will be allocated as follows: (i) Aldi shall receive that portion of the award or compensation allocable to its leasehold estate and all awards for any improvements located on the Aldi Leasehold Portion (but not the improvements to the Common Areas made by the Village) together with the

portion of the award or compensation necessary for Aldi to conduct such restoration required of Aldi in Section 26(d) above; and (ii) the Village shall be entitled to receive that portion of the award or compensation allocable to its interest in the Aldi Leasehold Portion (including, without limitation, the Common Areas), as encumbered by this Agreement and subject to Aldi's right to receive that portion of the award allocable to its leasehold estate. The Village shall have no interest in any such award, compensation or payment, or any portion thereof, made in respect of Aldi's leasehold estate or the improvements on the Aldi Leasehold Portion, all of which shall belong to and be paid to Aldi.

27. Signs. Aldi is hereby given the right to erect all signage shown on and incorporated as part of the Site Plan, and is also given the right, subject to conformity with all applicable laws, codes and ordinances, to erect such other signs on the Aldi Leasehold Portion as it may desire, subject to the Village's approval; provided, the Village acknowledges its approval to the signage depicted on attached Exhibit "F" and agrees not to unreasonably withhold, delay or condition its approval to any other future signs that are substantially similar to signage used by Aldi at its other Aldi locations in the Chicago metropolitan area, and such signage receives all required governmental approvals.

28. Removal of Personal Property. All personal property on the Aldi Leasehold Portion, including merchandise of every kind, nature and description, furniture, furnishings, trade fixtures, refrigeration equipment, check lanes, and all property hereafter placed or kept on the Aldi Leasehold Portion by Aldi, are and shall continue to be the sole property of the Aldi. Upon the termination of this Agreement, Aldi shall have the right to remove all of its property, including merchandise of every kind, nature and description, furniture, furnishings, equipment, refrigeration equipment and check lanes; provided, Aldi, at its cost and expense, shall repair any damage caused by the removal of such items. All leasehold improvements made by Aldi shall remain the property of the Village upon the termination of this Agreement.

29. Default.

(a) The occurrence of any of the following shall constitute a default by Aldi pursuant to this Agreement:

(i) except as permitted in Section 30, a failure by Aldi to pay any Rent within ten (10) calendar days of Aldi's receipt of written notice from the Village specifying such failure; provided that the Village shall not be obligated to deliver written notice of default more than two (2) times in any twenty four (24) month period;

(ii) a failure by Aldi to perform obligations pursuant to this Agreement other than as specified in (i) above, within thirty (30) days of Aldi's receipt of written notice from the Village specifying such failure or, if it reasonably would require more than thirty (30) days to cure such failure, within a time reasonably necessary to cure such failure after Aldi's receipt of such written notice but in all events not more than one hundred twenty (120) days of Aldi's receipt of written notice of default (provided Aldi has undertaken

procedures to cure the default within such thirty (30) day period and diligently pursues such efforts to cure to completion); or

(iii) the occurrence of any of the following events: (A) the making by Aldi of any general arrangement or assignment for the benefit of creditors; (B) Aldi's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Aldi, the same is dismissed within sixty (60) days); (C) the appointment of a trustee or receiver to take possession of substantially all of Aldi's assets located at the Aldi Leasehold Portion or of Aldi's interest in this Agreement, where possession is not restored to Aldi within thirty (30) days; or (D) the attachment, execution or other judicial seizure of substantially all of Aldi's assets located at the Aldi Leasehold Portion or of Aldi's interest in this Agreement, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (iii) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

(b) Upon Aldi's default as provided above, the Village may, in addition to any other remedies available at law and equity, upon written notice, terminate, at the Village's Option, either this Agreement or Aldi's right to possession thereunder, and retake possession of the Aldi Leasehold Portion and remove all persons and property therefrom. In case of any such termination, Aldi shall each month, pay the Village all Ground Rent and Additional Rent, when and as such Ground Rent and Additional Rent would have become due hereunder, between the time of such termination and the date upon which the term of this Agreement would have expired but for the Village's termination of the Agreement pursuant to this Section 29(b). The Village shall only be required to obtain one judgment for the full amount of all such Ground Rent and Additional Rent due under this Agreement and shall not be required to sue each month, or from time to time, therefor; provided that Aldi shall be required to pay such judgment, in installments, at the respective times such Ground Rent and Additional Rent would have become due under this Agreement thereafter if this Agreement had not then been terminated. At the time of such termination or at any time thereafter the Village may relet the Aldi Leasehold Portion, for a term which may expire after such expiration of the Term of this Agreement, without releasing Aldi from any liability whatsoever. Aldi shall be liable for the following expenses incurred by the Village in connection with any such reletting: reasonable attorneys' fees and reasonable brokers' fees, and the cost of any repairs, improvements and restoration to the Aldi Leasehold Portion which are required to be made and which are Aldi's obligations under this Agreement. Any monies collected from any reletting shall be applied first to the foregoing expenses and then to payment of Ground Rent and Additional Rent due from Aldi to the Village. The Village shall use good faith efforts to mitigate its damages in the event of any Aldi default hereunder.

30. Default of Terms of the Underlying Lease. In the event that one of the parties hereto shall default in the performance of the Underlying Lease, the other non-defaulting Co-Tenant shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Co-Tenant; provided however, that in the event the default shall constitute an

emergency condition, the non-defaulting Co-Tenant, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. In the event that the non-defaulting Co-Tenant shall cure a default, the defaulting Co-Tenant shall reimburse the curing non-defaulting Co-Tenant for all costs and expenses incurred in connection with such curative action, plus twenty-five percent of the amount paid or cost and expenses incurred, within ten (10) days of receipt of demand, together with reasonable documentation supporting the expenditures made. Each party shall enjoy the right to offset monetary payments due under this Agreement, with credits due for reimbursements withheld under this section.

31. Waiver of Subrogation. The Village and Aldi hereby release the other from any and all liability or responsibility to the other to anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property or person for any cause or reason, to the extent such loss or/and damage is covered by collectible insurance carried by such releasing party. The Village and Aldi further agree that insurance carried by either of them against loss or damage by fire or other casualty shall contain a clause whereby the insurer waives its rights to subrogation against the other party.

32. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested, postage prepaid), by overnight courier (such as FedEx), or by email transmission if an email address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown on this Agreement. Notice shall be effective as of date and time of email transmission. An attorney or Party may opt out of future email Notice by any form of Notice provided by this Agreement.

Village: THE VILLAGE OF CRESTWOOD
13840 S. Cicero Avenue
Crestwood, IL 60445
Attn: Mayor
Email: _____

With a copy to: Sosin, Arnold & Schoenbeck, Ltd.
9501 W. 144th Place, Suite 205
Orland Park, IL 60462
Attention: David Sosin
Email: dsosin@sosinarnold.com

Aldi: Aldi Inc.
197 E. Division Road
Valparaiso, Indiana 46383
Attention: Director of Real Estate
Email: kaley.devries@aldi.us

With a copy to: Hoeppner Wagner & Evans, LLP
103 Lincolnway
Valparaiso, Indiana 46383
Attention: Todd A. Leeth
Email: tleeth@hwelaw.com

All notices given in accordance with the terms of this Agreement will be deemed received on the next business day if sent by overnight courier; on the same day if sent by email or facsimile before 5:00 p.m. (Central Standard Time) on a business day and on the next business day if thereafter; on the third (3rd) business day following deposit with the United States Mail as a registered or certified matter with postage prepaid, or when delivered personally or otherwise received. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section.

33. Amendments. None of the covenants, terms or conditions of this Agreement to be kept and performed by Aldi or the Village shall in any manner be averted, waived, changed or abandoned except by a written instrument duly signed by both parties, and not otherwise; and consent to or any acquiescence in any breach of this Agreement shall not constitute a waiver of any other or later breach of the same or of any other covenant.

34. Real Estate Transfer Taxes. The making of this Co-Tenant Agreement and the Consent to Partial Assignment of the Lease Agreement shall result in the levy of municipal, county and/or state transfer taxes or other taxes or assessments. Aldi shall timely take steps to file all Declarations, petitions, applications or other papers, (either paper or electronically) with the applicable taxing authorities. Village shall allow Aldi a credit against all future Ground Rent to be paid pursuant to this Agreement. Aldi shall provide Village with a copy of supporting documentation to verify the amount of transfer taxes paid by Aldi.

35. Successor Parties. Each and all of the expressions, terms and provisions of this Agreement shall extend to and bind and inure to the benefit of not only the immediate parties, but to their successors and assigns; and whenever in this Agreement a reference to any other party(ies) is made, such reference wherever applicable, shall be deemed to include the successors and assigns of such party(ies), the same as if this were in every case expressed, subject nevertheless to all agreements and restrictions herein contained with respect to the transfer of any of Aldi's rights and interests herein.

36. Mortgage. Aldi agrees to subordinate this Agreement to the rights of any mortgage made after the date of his Agreement, provided that the mortgagee executes a non-disturbance agreement in such mortgagee's form with such revisions as are reasonably requested by Aldi and which provides that the quiet enjoyment of Aldi hereunder shall not be disturbed so long as Aldi is not in default hereunder.

37. Rules of Construction. Where necessary herein, the terms the "Village" and "Aldi" shall apply to the plural or to the agents, officers, officials, or employees of the Village or Aldi, and all terms used in the singular or the masculine shall apply to the plural or the feminine or neuter gender as may be appropriate.

38. Section Headings. Section headings contained herein are considered only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Agreement or in any way affect the terms or provisions hereof.

39. Authority of Parties. Each party hereto represents and warrants to the other that they have full authority to enter into and perform this Agreement in accordance with its conditions and all other documents or instruments that this Agreement obligates the Village and Aldi to execute or deliver and to perform and carry out all covenants and obligations arising under this Agreement. All consents, approvals or actions of the Village and Aldi in connection with this Agreement have been properly and validly obtained and taken.

40. Litigation. In the event of litigation between the parties with respect to this Agreement, the performance of their respective obligations hereunder or the effect of a termination under this Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees of counsel selected by the prevailing party. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this section shall survive termination of this Agreement.

41. Governing Law. \This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Aldi and the Village each consent to and hereby submit to the exclusive jurisdiction of any state or federal court located in the State of Illinois for the purpose of any legal or equitable relief arising out of or relating to this Agreement. The exclusive venue for any legal or equitable relief arising out of this Agreement shall be the state or federal courts located in county where the Aldi Leasehold Portion is located, and Aldi and the Village each irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. ALDI AND THE VILLAGE EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

42. Broker. Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction, other Draper and Kramer, Inc.(the "Brokers"). The Village shall be responsible for any fees due and payable to the Brokers with respect to the transaction contemplated by this Agreement. The Village and Aldi each hereby agree to indemnify, protect and defend and hold the other harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys' fees of counsel selected by the indemnified party) resulting from the claims of any broker, finder, or other such party claiming by, through or under the acts or agreements of the indemnifying party, other than the Brokers. Notwithstanding any provision of this Agreement to the contrary, the obligation of the parties pursuant to this section shall survive any termination of this Agreement. The Village shall cause the Brokers to deliver lien waivers as required by the Title Company, or Aldi's attorney.

43. Invalidity of Any Term. If any of the provisions of this Agreement are held by any court of competent jurisdiction to be invalid for any reason, including, without limitation, because such provision violates any statute, ordinances or other law or is contrary to public policy, such invalidity shall not affect the remaining provisions of this Agreement.

44. Recording. Upon the request of either party to this Agreement, both parties shall execute a Memorandum in the form attached hereto as Exhibit "G" for purpose of recording in the appropriate office in the county in which the Aldi Leasehold Portion are located.

45. Holding Over. If Aldi fails to vacate the Aldi Leasehold Portion at the end of the Term, then Aldi shall be a tenant at sufferance and, in addition to all other damages and remedies to which the Village may be entitled for such holding over, (a) Aldi shall pay, Rent equal to 150% of the rent payable during the last month of the Term, and (b) Aldi shall otherwise continue to be subject to all of Aldi's obligations under this Agreement. The provisions of this Section shall not be deemed to limit or constitute waiver of any other rights or remedies of the Village provided herein or at law.

46. Estoppel Certificates. Within twenty (20) days after receipt of request therefor, either party shall deliver to the other a written statement acknowledging the commencement and termination dates of this Agreement, that this Agreement is in full force and effect (if the same be true), that this Agreement has not been modified (or if it has, stating such modifications), and providing any other pertinent information as to which the requesting party might reasonably inquire.

47. MWRD Approval. Wherever in this Agreement the Village's consent or approval is required, the Village shall not be deemed to have unreasonably withheld its consent or approval if the MWRD fails to consent or approve, the Village shall not be deemed to have unreasonably delayed its consent or approval, if it is waiting for a response from the MWRD, and the Village shall not be deemed to have unreasonably conditioned its consent or approval, if the conditions the Village requires are the same as those of the MWRD.

48. Remedies Cumulative. The various rights, elections and remedies of the Village and Aldi contained in this Agreement shall be cumulative and no one of them shall be construed as exclusive of any of the others or of any right, priority or remedy allowed or provided for by law.

49. Waiver of Default. The waiver by either party of any default in the performance, or failure to insist on strict performance, by the other of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

50. Transfers by The Village. The Village may transfer any portion of the Center and any of its rights under this Agreement. If the Village assigns its rights under this Agreement, then the Village shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes in writing the Village's obligations hereunder arising from and after the transfer date.

51. Limitation on Liability. The liability of the Village (and its officers, officials, employees, partners, shareholders or members) to Aldi (or any person or entity claiming by, through or under Aldi) for any default by the Village under the terms of this Agreement or any matter relating to or arising out of the occupancy or use of the Aldi Leasehold Portion and/or other areas of the Center (including the Common Areas) shall be limited to Aldi's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of the Village in the Aldi Leasehold Portion, and the Village (and its officers, officials, employees, partners, shareholders or members) shall not be personally liable for any deficiency. The liability of Aldi (and its partners, shareholders or members) to the Village (or any person or entity claiming by, through or under the Village) for any default by the Village under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Aldi Leasehold Portion and/or other areas of the Center (including the Common Area) shall be limited to the Village's actual direct, but not consequential, damages therefor.

52. OFAC Compliance. Aldi represents and warrants that neither Aldi nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

53. Rules and Regulations. The Village may, from time to time, issue rules and regulations for the safety, care or cleanliness of the Center; provided that such rules and regulations do

not violate the terms of this Agreement, will not unreasonably interfere with Aldi's use of the Aldi Leasehold Portion, will not unreasonably increase Aldi's costs or expenses under this Agreement, and are enforced by the Village in a non-discriminatory manner. Aldi shall comply with the rules and regulations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Aldi:

ALDI INC.

By:_____
David Zalunardo
Vice-President

Village:

THE VILLAGE OF CRESTWOOD

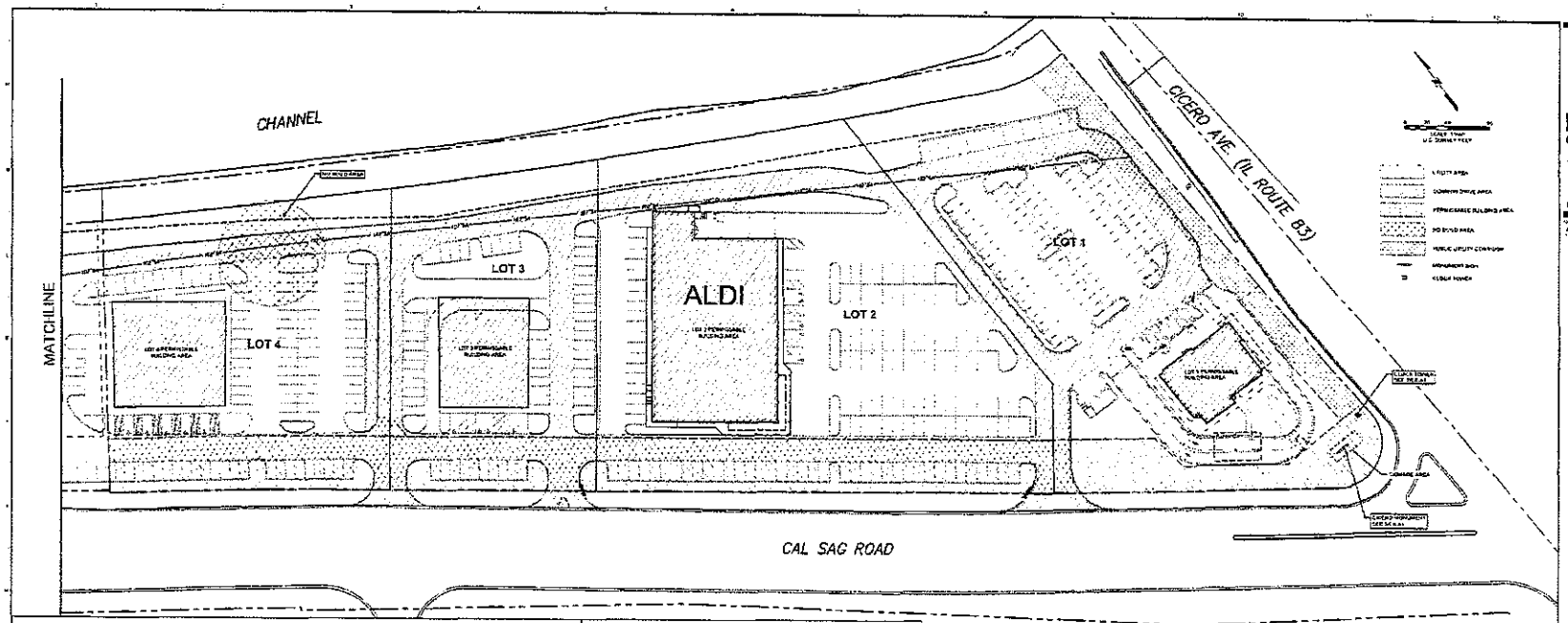
By:_____
Louis Presta
Mayor

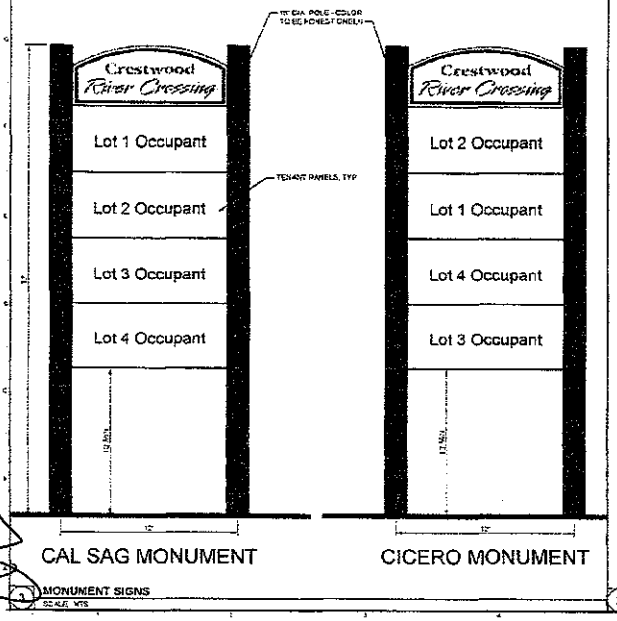
This Instrument Prepared By:

Todd A. Leeth
Hoeppner Wagner & Evans LLP
103 E. Lincolnway
Valparaiso, Indiana 46383

HOEPPNER WAGNER & EVANS LLP
ATTORNEYS AT LAW

April 17, 2018 (8:55PM)
X:\ALDI-6307\Crestwood, Illinois -203\Documents\MWRD - Village Lease Recognition\Co-Tenant Agreement (Sublease) auto TOC 2018-04-17.docx

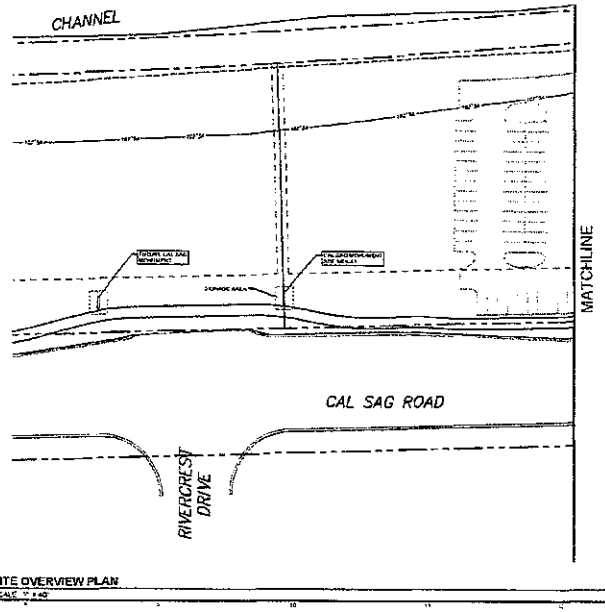




1 MONUMENT SIGNS
SCALE: NTS

BY OWNER

2 CLOCK TOWER
SCALE: NTS



1 SITE OVERVIEW PLAN
SCALE: 1" = 40'

Farnsworth GROUP

Village of Crestwood

Crestwood River Crossing Subdivision

DATE
DESIGNED/DRAWN
REVIEWED
FIELD BOOK NO.

EXHIBIT A
SITE OVERVIEW PLAN

EX-A

PROJECT NO.

EXHIBIT "B"

LEGAL DESCRIPTION

The Center

Insert Legal Description

Legal Description of The Center

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 310.71 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE CONVEX SOUTHERLY WITH A RADIUS OF 10776.40 FEET, BEING TAN GENT WITH THE LAST DESCRIBED LINE; THENCE ALONG SAID CURVED LINE AN ARC DISTANCE OF 888.33 FEET TO ITS' INTERSECTION WITH THE WEST LINE OF CICERO AVENUE, BEING A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE NORTH ALONG SAID WEST LINE OF CICERO AVENUE A DISTANCE OF 489.95 FEET TO A POINT ON A LINE OF THE MEAN WATERS' EDGE OF THE CALUMET SAG CHANNEL, EXTENDED SOUTHEASTERLY, SAID LINE BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS 118.02 FEET; THENCE ALONG SAID CURVED LINE, BEING THE SAID MEAN WATERS' EDGE, AN ARC DISTANCE OF 66.99 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUE ALONG THE MEAN WATERS' EDGE, AFORESAID, BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 8,488.63 FEET AN ARC DISTANCE OF 838.74 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF CAL SAG ROAD THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID RIGHT ANGLE LINE A DISTANCE OF 287.76 FEET TO THE SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 4800 CAL-SAG ROAD, CRESTWOOD, IL 60418
(7-acre parcel located at the NW Corner of Cal-Sag Road and Cicero Avenue, Crestwood, IL)

PERMANENT INDEX NUMBER: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

EXHIBIT "C"

RESTRICTED USES

The Village hereby covenants and agrees that it will not lease, rent, otherwise permit to be leased, used or occupied, any portion of the Center for the uses set forth in items a. through u. below.

a. A Retail Grocery Store (as defined in Section 16(a) of the Agreement), subject to the exceptions set forth in Section 16(a) of the Agreement, excluding the Aldi Leasehold Portion; a business selling alcoholic beverages for off-premises consumption;

b. A laundry or dry cleaning establishment; provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property unless such services are performed using a "green" or environmentally friendly process;

c. Any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any illegal narcotic, dangerous drug, or other controlled substance (aside from tobacco and alcohol and provided that the foregoing is not intended and shall not be construed to prohibit a drug store such as a CVS or Walgreens type store);

d. Adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility or a national massage chain such as Massage Envy; provided the location of such use is located no less than 150' from Aldi's building);

e. A pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than 7,000 square feet (provided the location of such 7,000 square foot or less gym or health club is located no less than 150' from Aldi's building), schools or learning centers having more than thirty students at any one time, skating rink or bowling alley;

f. Children's play or party center, telemarketing, polling and surveying center, or office use; however, the foregoing shall be permitted providing there is sufficient parking to maintain a ratio of 6 spaces per 1,000 square feet. of gross floor area. or 4/1000 in the case of office or medical office use;

g. An abortion clinic; or Planned Parenthood clinic;

h. A pet store, except that a national pet store (i.e. a Petsmart or Petco).

i. An auto repair shop;

j. A lot for the sale of used automobiles;

k. A mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, or apartment building;

l. Off-track betting establishment, bingo parlor or any gambling use; excluding gaming machines as part of restaurant or establishment that sells food and beverages for onsite consumption;

m. A business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises;

n. An assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;

o. A junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;

p. A pawn shop, flea market or a store dedicated to the sale of tobacco products;

q. A mortuary or funeral home;

r. A church or other place of worship or a sports auditorium (however, such shall not be construed to prohibit a banquet hall) or meeting hall;

s. No flashing neon signs may be placed in the window or on any buildings greater than 24 inches X 24 inches or on any poles located in the Center;

t. The outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.) in the parking areas of the Center; and

u. A Carnival, amusement park, or circus.

EXHIBIT "D"

ALDI V8.0 Prototypical Utility Requirements – Updated 9-25-17

1. **Electric Requirements** (See Notes Below)
   A. Main Panel Size: 1000 AMP, 3 Phase, 4 Wire
   B. Required Voltage: 208/120 Volt, 3 Phase, 4 Wire
   C. Service entrance Wire Size and Quantity: 4 Sets of 4 #350 AL
   D. Minimum Service Entrance Conduit Size and Quantity: 4 @ 3"
   E. Load Breakdown

NOTES:
Due to differing standards all Service requirements shall be verified with utility company.

Item	Connected Load (KVA)	Voltage	Phase	
Lighting	27.9	120	1	
Receptacles	9.9	120	1	
Outdoor Lighting	2.4	120	1	
Exterior Signs	1.9	120	1	
Cooler & Freezer Lighting	2.3	120	1	
Water Heaters	2.0	120	1	
Baler	22.3	208	3	20 HP Motor **
Misc	9.9	120	1	
UPS	6.0	120	1	
Refrigeration	**Load (KVA)**	**Voltage**	**Phase**	
Spot Merchandisers	4.8	120	1	
Refrigeration System & EVAC	156.5	208	3	
(Hussmann)				
HVAC	**Load (KVA)**	**Voltage**	**Phase**	**MCA/MOCP**
RTU-1 (25 ton)	55.8	208	3	155A/200A
RTU-2 (2 ton)	4.4	208	1	21A/30A
FCU-1/HP-1	2.6	208	1	11.9A/15A

** Largest Motor (Baler)				20 HP
Total Load	315.8 KVA Connected Typical 339.1 w/NEC			
Snow melt	+12.0			

2. **Domestic Water Requirements:**
   A. Minimum pressure for domestic use only, at backflow device is 60 psig.
   B. Water Usage:
      - Average Yearly water usage: 56,400 gallons or
      - Average Monthly water usage: 4,700 gallons
   C. 2" Copper for Domestic only or 8" w/ sprinklers if the system is combined, to be reduced to 6" for sprinklers and 2" for domestic water. If the water is separate from the sprinklers then it is 2" domestic and a 6" for sprinklers. (this is subject to change based on municipal pressure, if known)
   D. Water Supply Fixture Unit Calculations:

Fixture	Quantity	GPM	GPM Total	WSFU	WSFU TOTAL
WC – A	2	25	*50*	*10*	*20*
UR – A	1	12	*12*	*5*	*5.0*
LAV – A	2	2.2	*4.4*	*1.5*	*3.0*
SK-A	1	2.2	*2.2*	*1.0*	*1.0*
DW-A	1	2.75	*2.75*	*1.4*	*1.4*
DF – A	2	0.75	*1.5*	*0.25*	*0.5*
MB – A	1	3	*3*	*2.25*	*2.25*
WH/RH-1	3	5	*15*	*2*	*6*
EVAC	1	4	*4*	*2*	*2*
TOTALS			**94.85**		**41.15**

E. Domestic Water Pipe Sizing Calculations:

60 psig	**Assumed** (need to verify) pressure at point of connection to city water system
-2.2 psig	Pressure drop due to elevation change
-5.0 psig	Water meter pressure drop
-25.0 psig	Residual pressure required at critical fixture - Urinal Flush Valve
-13.0 psig	Reduced Pressure Backflow Preventer
+ 15.0 psig	Pressure available for pipe system losses
(+35.0 ft)	
175 ft	Assumed (need to verify) Equivalent system length. (Assumed from street)
20 ft. 100 ft.	Design Friction Rate (Fr)

3. **Fire Suppression (Sprinkler) Water Requirements:**

A. Fire suppression capacity required is 550 GPM.

4. **Sanitary Requirements**

A. Sanitary Usage:

- Average Yearly water usage: 56,400 gallons or
- Average Monthly water usage: 4,700 gallons
- Note: sanitary loads are the same as the average water use to provide a factor of safety.

B. Sewer lateral size: 4" min.

- See the fixture unit table below for Drainage Fixture Unit quantities.

C. Sewer Usage Calculations (Assuming occupied 13 Hrs/Day):

Fixture	Quantity	Drainage Fixture Units	DFU Total
WC – A	2	4	*8*
UR – A	1	4	*4*
LAV – A Public	2	1	*2*
SK-A Private	1	2	*2*
DW-A	1	2	*2*
DF-A/B	2	0.5	*1*
MB-A	1	2	*2*
FD-1/2	3	2	*6*
HD-1 *(Clear water waste)*	5	0.5 *(2015 IPC 709.4.1)	*2.5*
FS-1 EVAC	1	5	*5*
TOTALS			**34.5**

- Assumptions on Daily Use for Store Fixtures:

Water Closets:	20 Flushes/Day x 1.28 Gallons/Flush	25.6 Gallons/Day
Urinal:	13 Flushes/Day x 0.5 Gallons/Flush	6.5 Gallons/Day
Lavatories:	20 Uses/Day x 0.5 Gallons/Use	10 Gallons/Day
Sink:	Assume 20 Gallons/Day	20 Gallons/Day
Dishwasher:	Assume one wash per day,4 Gallons/Day	4 Gallons/Day
Mop Basin:	5 Gallons/Bucket x 4 Bucket Fills/Day	20 Gallons/Day
Total Sewage Flow:		86.1 Gallons/Day
Cooler and Freezer Condensate Drainage:		
Based on the manufacturer's calculations, the maximum cooler and freezer flow is 40.5 gallons per day		40.5 Gallons/Day
Total Sanitary System Drainage		126.6 Gallons/Day
		x 1.2 Safety Factor
Maximum Normal Sewer Usage		**152 Gallons/Day**

5. Gas Requirements:

A. Minimum Gas Load Requirements

- Minimum gas pressure at furthest appliance: 7"w.c.
- Design pipe pressure loss (re: NFPA 54): 0.4" w.c.

- Minimum gas service pressure at meter (*Downstream*): 10.0" w.c.

Equipment	BTU/Hr Required
RTU - 1	405,000 BTU/Hr
RTU-2	65,000 BTU/Hr
UH – 1	75,000 BTU/Hr
UH – 2	75,000 BTU/Hr
WH-2 (future Bakery)	150,000 BTU/Hr

B. Gas line size downstream of gas meter:
   - 2-1/2" main with an operating pressure of 10" of water column downstream of meter (Piping size and pressure is of piping *downstream* of meter, not service to the meter). Gas service to the gas meter from the utility company is by the utility company. Gas piping service size and pressure to the gas meter (*upstream*) is by the local gas/utility company.

6. Telephone Requirements:

A. Minimum telephone requirements
   1. Three standard telephone lines are required for
      - Voice, Fax, Cooler/Freezer Alarms, Security System
      - IT Data and Support
      - CPC System
   2. One 3 inch conduit shall be provide and installed underground by the site contractor.

EXHIBIT "E"

TENANT'S PROTOTYPE PLANS

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

ALDI Inc. - City, State

Store No. XX
Project Address
Project City, Project State, Project Zip

ARCHITECT'S JOB NUMBER: 00-0000
ISSUE DATE: XX/XX/XX

ALDI - Division
Division Address
Division City, Division State, Division Zip

Drawing Index

G-001	Cover Sheet	H-101	HVAC Construction Plan
G-002	Code Review	H-201	HVAC Legend, Section & Schedules
S-001	General Structural Notes	SE-101	Site Lighting Electrical Plan
S-101	Foundation Plan	E-001	Materials List and Notes
S-102	Slab Plan	E-101	Lighting Plan
S-111	Roof Framing Plan	E-102	Schedules and Diagrams
S-301	Foundation Details	E-201	Electrical Plan
S-302	Foundation Details	E-301	Enlarged Plan
S-303	Foundation Details	E-401	One-line Diagram Schedules & Elevation
S-304	Foundation Details	E-501	Electrical Details
S-401	Steel Framing Sections & Details	E-600	Snow Melting System Plan
S-402	Steel Framing Sections & Details		
S-403	Steel Framing Sections & Details	CLP-101	Security System Conduit Plan - FOR REFERENCE ONLY
S-404	Steel Framing Sections & Details		
S-405	Steel Framing Sections & Details	CLP-102	Fire Alarm Conduit Plan - FOR REFERENCE ONLY
S-406	Steel Framing Sections & Details		
S-407	Steel Framing Sections & Details		
S-501	Alternate Details		
S-502	Alternate Details		
A-001	General Notes, Symbols, & Abbreviations		
A-101	Floor Plan		
A-102	Keyed Notes Plan		
A-111	Reflected Ceiling Plan		
A-121	Roof Plan		
A-131	Operations Plan		
A-201	Exterior Elevations		
A-211	Interior Elevations		
A-212	Interior Elevations		
A-213	Interior Elevations		
A-214	Interior Elevations		
A-215	Interior Elevations		
A-216	Interior Elevations		
A-301	Wall Sections		
A-302	Wall Sections		
A-303	Wall Sections		
A-304	Wall Sections		
A-305	Wall Sections		
A-306	Wall Sections		
A-401	Enlarged Plans		
A-501	Exterior Details - Section		
A-502	Exterior Details - Section		
A-503	Exterior Details		
A-504	Exterior Details		
A-505	Exterior Details		
A-511	Interior Details - Section		
A-512	Interior Details		
A-513	Interior Details		
A-601	Door Schedules & Details		
A-602	Window Elevations & Details		
A-603	Finish Schedules & Notes		
P-101	Plumbing Floor Plan		
P-102	Plumbing Drainage Location Plan		
P-201	Enlarged Plumbing Plans		
P-301	Isometric Diagrams		
P-401	Plumbing Details		
P-501	Plumbing Schedules		
FP-101	Fire Protection Floor Plan		
FP-201	Fire Protection Legend and Details		

Deferred Submittals

- Fire Suppression System Drawings
- Fire Alarm System Drawings
- Security System Drawings

NOTES

NOTE: THESE DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS AS DESCRIBED IN THE PROJECT MANUAL. IN ANY AND ALL CONFLICTS BETWEEN THE DRAWINGS AND THE TECHNICAL SPECIFICATIONS, THE MOST STRINGENT REQUIREMENT WILL GOVERN AND THE G.C. SHALL COORDINATE WITH THE ALDI REPRESENTATIVE.

THESE DOCUMENTS ARE FOR THE SOLE PURPOSE OF INITIAL BUILDING PERMIT SUBMITTAL ONLY. ANY COMMENTS, REVISIONS OR CORRECTIONS BASED ON BUILDING DEPARTMENT REVIEW AND/OR BUILDING CODE INTERPRETATION ITEMS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND REGIONAL ARCHITECT WILL NOT BE HELD LIABLE FOR ANY CHANGE ORDERS RESULTING FROM THESE ITEMS. FINAL BID PRICES SHOULD NOT BE SUBMITTED UNTIL THE BUILDING PERMIT HAS BEEN ISSUED.

DRAWINGS ARE BASED ON ALDI VERSION 7.0 PROTOTYPE RELEASED ON 08.05.16

ALDI CONTACTS:

Director Name
Director E-mail Address
Director Phone Office
CM Name
CM E-mail
CM Phone Office
CM Phone Cell

ARCHITECT OF RECORD:

Arch Firm Name
Arch of Record
Arch Firm Address
Arch Firm City,
Arch Firm State, Arch Firm Zip
Arch Firm Phone
Arch Firm Fax Fax
Contact: Project Manager Name
Arch Contact Phone
Arch Contact Email

CIVIL ENGINEER OF RECORD:

Civil Firm Name
Civil Engineer of Record
Civil Firm Address
Civil Firm City,
Civil Firm State, Civil Firm Zip
Civil Firm Phone
Civil Firm Fax Fax
Contact: Project Manager Name
Civil Contact Phone
Civil Contact Email

STRUCTURAL ENGINEER OF RECORD:

Struct Firm Name
Struct Engineer of Record
Struct Firm Address
Struct Firm City,
Struct Firm State, Struct Firm Zip
Struct Firm Phone
Struct Firm Fax Fax
Contact: Project Manager Name
Struct Contact Phone
Struct Contact Email

MECHANICAL ENGINEER OF RECORD:

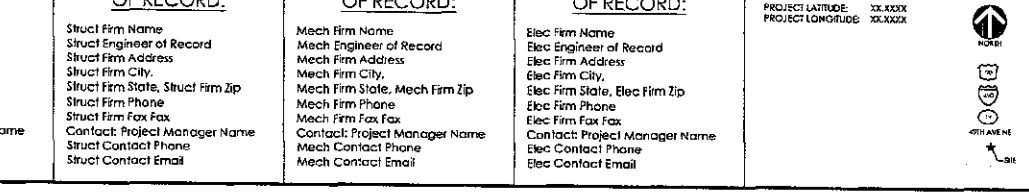
Mech Firm Name
Mech Engineer of Record
Mech Firm Address
Mech Firm City,
Mech Firm State, Mech Firm Zip
Mech Firm Phone
Mech Firm Fax Fax
Contact: Project Manager Name
Mech Contact Phone
Mech Contact Email

ELECTRICAL ENGINEER OF RECORD:

Elec Firm Name
Elec Engineer of Record
Elec Firm Address
Elec Firm City,
Elec Firm State, Elec Firm Zip
Elec Firm Phone
Elec Firm Fax Fax
Contact: Project Manager Name
Elec Contact Phone
Elec Contact Email

LOCATION MAP:

PROJECT LATITUDE: XX.XXXX
PROJECT LONGITUDE: XX.XXXX



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Drawing Name:

Date: Date
Project No.
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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

PROJECT INFORMATION:

THE BUILDING IS IN COMPLIANCE WITH THE:
2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL FIRE CODE
2012 INTERNATIONAL MECHANICAL CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL ENERGY CONSERVATION CODE
2012 INTERNATIONAL FUEL GAS CODE
2011 NATIONAL ELECTRIC CODE
ICC ANSI A117.1 - 2009 ACCESSIBLE AND USABLE BUILDING AND FACILITIES

BUILDING PLANNING (CHAPTER 5 & 6):		
OCCUPANCY CLASSIFICATION (302.1 - 310.2)	MIXED OCCUPANCY GROUP M & S-1	
	(N) COMBINED	(E) ONLY
NUMBER OF STORIES (TABLE 503):	1	1
BUILDING HEIGHT (TABLE 503):	40'-0"	24'-0"
BUILDING AREA (TABLE 503):	45,000	
STREET FRONTAGE INCREASE (506.2):	#####	
AUTOMATIC SPRINKLER SYSTEM INCREASE (Aa) (506.3):	27,000	
MAXIMUM ALLOWABLE SQUARE FOOTAGE (Aa):	36,000	19,736

AREA MODIFICATIONS (506):
AUTOMATIC SPRINKLER SYSTEM: YES - (300% INCREASE)
STREET FRONTAGE INCREASE:
- BUILDING PERIMETER: 356'-8"
- BUILDING PERIMETER FRONTING ON A STREET OR UNOCCUPIED SPACE: 356'-8"
- INCREASE TO MAX. ALLOWABLE AREA (Ia): #####

AREA INCREASE CALCULATOR			
	BASE AREA	AREA INCREASE	SPRINKLER INCREASE
A_a	A_t	$[A_t - 100 / 100] \times A_t$	$[A_t - 100 / 100] \times A_t$
A_t	9,000	#####	27,000

TYPES OF CONSTRUCTION (CHAPTER 6)
CONSTRUCTION CLASSIFICATION: VB

FIRE RESISTANT REQUIREMENTS: (TABLES 601 & 602)
STRUCTURAL FRAME: 0 HR.
BEARING WALLS
EXTERIOR: 0 HR.
INTERIOR: 0 HR.
NONBEARING WALLS AND PARTITIONS
EXTERIOR: SEE TABLE 602
INTERIOR: 0 HR.
FLOOR CONSTRUCTION: 0 HR.
ROOF CONSTRUCTION: 0 HR.

FIRE SEPARATION DISTANCE = X (feet)
LESS THAN 5': 2 HR.
MORE THAN 5', LESS THAN 10': 1 HR.
MORE THAN 10', LESS THAN 30': 0 HR.
GREATER THAN 30': 0 HR.

FIRE AND SMOKE PROTECTION FEATURES: (CHAPTER 7)
FIRE-RESISTANT RATING OF STRUCTURAL MEMBERS (704): NOT REQUIRED
EXTERIOR WALLS (705): NOT REQUIRED
FIRE WALLS (706): NOT REQUIRED
FIRE BARRIERS(707): NOT REQUIRED
FIRE PARTITIONS (708): NOT REQUIRED
SMOKE BARRIERS (709): NOT REQUIRED
SMOKE PARTITIONS (710): NOT REQUIRED
HORIZONTAL ASSEMBLIES (711): NOT REQUIRED
VERTICAL OPENINGS (712): NOT REQUIRED
SHAFT ENCLOSURES (713): NOT REQUIRED
PENETRATIONS (714): NOT REQUIRED
FIRE-RESISTANT JOINT SYSTEMS (715): NOT REQUIRED
OPENING PROTECTIVES (716): NOT REQUIRED
DUCTS AND AIR TRANSFER OPENINGS (717): NOT REQUIRED
CONCEALED SPACES (718): NOT REQUIRED
FIRE-RESISTANT REQUIREMENTS FOR PLASTER (719): NOT REQUIRED
THERMAL- AND SOUND-INSULATING MATERIALS(720): NOT REQUIRED

INTERIOR FINISHES (CHAPTER 8)

INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY (TABLE 803.5)						
	UNSPRINKLERED			NONSPRINKLERED		
OCCUPANCY GROUP	EXITS/CORRIDORS (NOT LESS THAN)	ROOMS & ENCLOSED SPACES	EXPOSED INTERIOR EXIT STAIRWAYS & RAMPS	EXITS/CORRIDORS (NOT LESS THAN)	ROOMS & ENCLOSED SPACES	EXPOSED INTERIOR EXIT STAIRWAYS & RAMPS
MERCANTILE	C	C	C	B	B	C

FIRE PROTECTION SYSTEMS (CHAPTER 9)
AUTOMATIC SPRINKLER SYSTEMS (903): (REQUIRED) YES (PROVIDED) YES
STANDPIPE SYSTEM (905): (REQUIRED) NO (PROVIDED) NO
PORTABLE FIRE EXTINGUISHERS (906): (REQUIRED) YES (PROVIDED) YES
FIRE ALARM AND DETECTION SYSTEMS(907): (REQUIRED) NO (PROVIDED) YES
EMERGENCY ALARM SYSTEMS (908): (REQUIRED) NO (PROVIDED) NO
SMOKE CONTROL SYSTEMS (909): (REQUIRED) NO (PROVIDED) NO
SMOKE AND HEAT REMOVAL(910): (REQUIRED) NO (PROVIDED) NO
FIRE COMMAND CENTER (911): (REQUIRED) NO (PROVIDED) NO
FIRE DEPARTMENT CONNECTIONS (912): (REQUIRED) YES (PROVIDED) YES

MEANS OF EGRESS (CHAPTER 10)
OCCUPANT LOAD (1004):

OCCUPANCY (TABLES 1004.1.2)			
OCCUPANCY USE	SQUARE FEET/ OCCUPANT	TOTAL OCCUPANCY SQUARE FOOTAGE	OCCUPANTS
MERCANTILE	30	12,279	411
BUSINESS	100	536	6
STORAGE / STOCK	300	5,124	18
TOTAL OCCUPANT LOAD			435

EGRESS WIDTH (1005):

	(A)	(B)		(C) EXIT WIDTH (IN.)*			
USE GROUP OR SPACE DESCRIPTION	OCCUPANTS SERVED	EGRESS WIDTH PER OCCUPANT (SECTION 1005.1)		REQUIRED WIDTH (SECTION 1005 (A X B))		ACTUAL WIDTH SHOWN ON PLANS	
		STAIR	LEVEL	STAIR	LEVEL	STAIR	LEVEL
MERCANTILE	414	.3	.2	124.2	82.8	N/A	135.75
STORAGE	18	.3	.2	5.4	3.6	N/A	113

* The loss of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1005.1)

ACCESSIBLE MEANS OF EGRESS (1007): (REQUIRED) YES (PROVIDED) YES
DOOR WIDTH (1008):
MINIMUM: 32"
MAXIMUM: 48"
PANIC HARDWARE (1008.1.9): (REQUIRED) NO (PROVIDED) YES
EXIT SIGNS (1011): (REQUIRED) YES (PROVIDED) YES
HANDRAILS (1012): 34" H. MIN., 38" H. MAX.
GUARDS (1013): 42" H. IF ADJACENT GRADE IS GREATER THAN 30"
COMMON PATH OF EGRESS TRAVEL (1014.3): 75' MERCANTILE 100' STORAGE
MINIMUM # OF EXITS REQ. ON 1ST FLOOR (1015): (REQUIRED) 2 (PROVIDED) 4
MAXIMUM TRAVEL DISTANCE TO AN EXIT (TABLE 1016.1): 250'
MINIMUM CORRIDOR WIDTH (1018.2): 44" / 60" FOR H.C. TURN AROUND (AT 200' INTERVALS)
MAXIMUM DEAD END CORRIDOR DISTANCE (1018.4): 50' IF SPRINKLERED

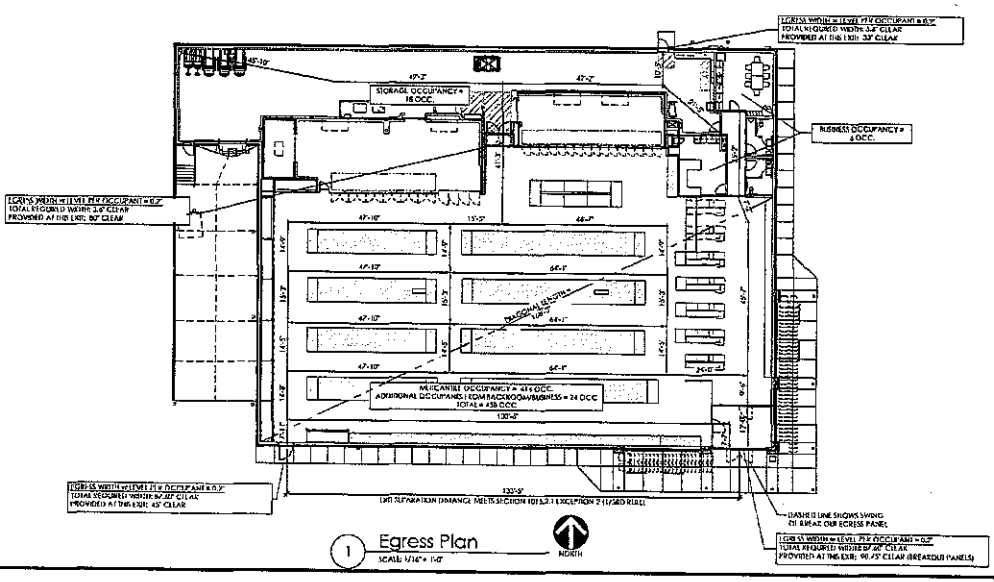
ACCESSIBILITY (CHAPTER 11)
CHECK-OUT AISLES (TABLE 1109.12.2): (REQUIRED) 2 (PROVIDED) 5

PLUMBING FIXTURE REQUIREMENTS:

MINIMUM NO. OF REQUIRED PLUMBING FIXTURES (PER IBC TABLE 403.1)							
OCCUPANCY/ GROUP	WATER CLOSETS (URINALS)		LAVATORIES		DRINKING FOUNTAINS	OTHER
	MALE	FEMALE	MALE	FEMALE		
MERCANTILE (REQUIRED)	1 PER 500		1 PER 750		1 PER 1,000	1 SERVICE SINK
MERCANTILE (PROVIDED)	1+1	1	1	1	2	1 SERVICE SINK

AREA SUMMARY (FOR REFERENCE ONLY)

SIDE DOOR AREA SUMMARY		
OCCUPANCY USE	ROOM NAME	SQUARE FOOTAGE
MERCANTILE	SALES / VESTIBULE	12,906
	ARMES ROOM	83
	WOMENS ROOM	83
	MALE	145
SUBTOTAL (MERCANTILE)		12,419
BUSINESS	OFFICE	250
	BREAK ROOM	306
SUBTOTAL (BUSINESS)		556
STORAGE / STOCK	BACKROOM	3,559
	COOLER	1,317
	FREEZER	648
SUBTOTAL (STORAGE / STOCK)		5,524
SUBTOTAL (OCCUPANCIES)		18,499
EXTERIOR (INTERIOR WALLS / UNOCCUPIED SPACE)		950
BUILDING SQUARE FOOTAGE		19,054
ENTRANCE CANOPY		735
TOTAL SQUARE FOOTAGE (INCLUDING CANOPY)		19,789



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SCALE: 1/16" = 1'-0"

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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

GENERAL STRUCTURAL NOTES:

DESIGN LOADS AND CRITERIA:

***** THIS SECTION PROVIDES BASIS FOR DESIGN OF THE PROTOTYPE. DESIGN MUST BE UPDATED FOR ALL ***** LOCAL AND SITE SPECIFIC CONDITIONS, CODES, REQUIREMENTS, ETC.

2012 INTERNATIONAL BUILDING CODE
RISK CATEGORY II (NORMAL)

LOCATION	DEAD LOAD	LIVE LOAD
FLOOR	---	100 TO 200 PSF
ROOF	26 PSF	20 PSF (REDUCIBLE)

NOTE: ROOF DEAD LOAD INCLUDES A PSF ALLOWANCE FOR SOLAR ARRAY

SNOW DESIGN
Pg = 20 psf, C_e = 1.0, C_t = 1.0, I_s = 1.00, Pf = .14, C_s = 1.0, Ps = 14, Pmin = 20
DRIFT LOADS PER ASCE 7

WIND DESIGN
V = 115 MPH, EXPOSURE B, GC_{pi} = 0.36
ASD NET UPLIFT ON ROOF, AREA > 7 PSF
C&C PRESSURES ARE TABULATED BELOW, ALL PRESSURES ARE PSF.
GN = OVERHANG, Awin = Min, EFFECTIVE WIND AREA (SQ.FT.)
EDGE/CORNER WIDTH: a = 7 FT.

COMPONENT AND CLADDING (C&C) PRESSURES:

Awin	+GCp	-GCp	WIND ZONES
0 - 10	29.77	-33.59	-39.03	1 ROOF INTERIOR
20	29.55	-31.23	-34.56	2 ROOF EDGE
100	28.57	-30.38	-32.67	3 ROOF CORNER
300	27.63	-29.47	-30.69	4 WALL INTERIOR
500	26.90	-28.83	-29.15	5 WALL CORNER

ROOF C&C PRESSURES

Awin	1.7+	1-	2-	3-	OH 1.2-	OH 2-
0 - 10	16.00	-23.29	-29.92	-40.28	-37.90	-48.06
25	16.00	-22.09	-28.40	-44.47	-37.10	-44.05
50	16.00	-22.36	-30.85	-34.19	-34.69	-31.50
100	16.00	-21.77	-29.81	-29.81	-35.59	-19.76
500	16.00	-21.77	-29.81	-29.81	-29.81	-19.76

SEISMIC DESIGN
ANALYSIS PER THE EQUIVALENT LATERAL FORCE PROCEDURE
STEEL SYSTEM NOT SPECIFICALLY DETAILED FOR SEISMIC RESISTANCE
S_s = 0.280, S_{DS} = 0.190, C_d = 3.00, for T < 0.06, SITE CLASS 'D', S_1 = .061, S_{D1} = 0.060, S_{d1} = 0.104
SEISMIC DESIGN CATEGORY B, V = 0.068 W

GEOTECHNICAL
REPORT NUMBER <NUMBER> BY <COMPANY> DATED <DATE>.
ALLOWABLE BEARING PRESSURE = 2000 PSF

GENERAL:

1. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, SHOP DRAWINGS AND SPECIFICATIONS.
2. GENERAL CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS.
3. FABRICATOR SHALL IDENTIFY ALL CHANGES MADE IN SHOP DRAWINGS WHICH DO NOT COMPLY WITH THE DESIGN DRAWINGS.
4. ALL FIELD VISIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING WITH THE AFFECTED PART OF WORK.
5. A RECORD SET OF SHOP DRAWINGS SHALL BE KEPT ON SITE FILED BY THE GENERAL CONTRACTOR.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS WITH ARCHITECTS PLANS BEFORE STARTING WORK.
7. VERIFY ALL MECHANICAL EQUIPMENT WEIGHTS, LOCATIONS AND ASSOCIATED OPENINGS WITH MECHANICAL CONTRACTOR. NOTIFY ENGINEER IF ACTUAL WEIGHTS EXCEED THE DESIGN WEIGHT SHOWN ON THE DRAWINGS.
8. CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY BRACING, SHORING, CUTTING, ETC. AND OTHER METHODS TO PREVENT EXCESSIVE STRESSES DURING CONSTRUCTION. THESE PROVISIONS ARE TO REMAIN IN PLACE UNTIL SUFFICIENT PERMANENT MEMBERS ARE CONSTRUCTED TO INSURE THE SAFETY OF THE STRUCTURE.
9. SECTIONS AND DETAILS ON DRAWINGS ARE TYPICAL FOR ALL SIMILAR CONDITIONS.
10. UNLESS OTHERWISE NOTED OTHERWISE, ELEVATIONS ARE REFERENCED FROM MSL DATUM AT THE FINISHED FLOOR ELEVATION 100.00'

FOUNDATIONS AND SOILS:

1. ALL SITE WORK SHALL BE UNDER THE DIRECTION OF A QUALIFIED GEOTECHNICAL ENGINEER OR SOILS TECHNICIAN.
2. PREPARATION OF THE SITE, INCLUDING RURAL UNDERCUTTING, FILL AND BACKFILL MATERIAL AND PLACEMENT, SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT REFERENCED IN THE DESIGN LOADS AND CRITERIA SECTION OF THESE NOTES. COMPACTION OF STRUCTURAL FILL MATERIALS SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT, BUT NOT LESS THAN 95 PERCENT MODIFIED PROCTOR MAXIMUM.
3. ALL FOUNDATIONS SHALL BE LOCATED AT ELEVATIONS SHOWN ON PLANS AND DETAILS. FOUNDATIONS AND SLABS-ON-GRADE SHALL BEAR ON UNDISTURBED MATERIAL APPROVED BY THE GEOTECHNICAL CONSULTANT.
4. FOOTINGS, OR PORTIONS THEREOF, MAY BE EARTH FORMED BY NEAT EXCAVATIONS IF SOIL CONDITIONS ALLOW.
5. FOOTINGS SHALL BE CENTERED ON COLUMNS UNLESS NOTED OTHERWISE.
6. FOOTINGS ARE DESIGNED FOR THE ALLOWABLE SOIL PRESSURE SPECIFIED IN THE DESIGN LOADS AND CRITERIA SECTION OF THESE NOTES.
7. PROXIMITY OF UTILITY TRENCHES TO THE BUILDING FOUNDATION SYSTEM SHALL BE AS APPROVED BY THE ARCHITECT AND/OR SOILS ENGINEER TO ENSURE THE INTEGRITY OF THE BEARING SOILS. THE RESULTING TOTAL LOAD SOIL PRESSURES FOR FOUNDATIONS MAY NOT EXCEED THE ALLOWABLE BEARING PRESSURE. (SEE DESIGN LOADS AND CRITERIA, GEOTECHNICAL SECTION OF THESE NOTES.)

CONCRETE:

1. CONCRETE SHALL CONFORM TO THE FOLLOWING: WHERE MIN. f'_c IS THE MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS, AND MAX. W/C IS THE MAXIMUM WATER-CEMENTITIOUS MATERIALS RATIO.

CONCRETE LOCATION/ITEM	MIN. f'_c	MAX. W/C	MAX. SLUMP	AIR CONTENT
FOOTINGS	3000 PSI	0.55	5" ± 1"	---
FOUNDATION WALLS	4000 PSI	0.50	5" ± 1"	5% ± 1.5%
INTERIOR SLABS-ON-GRADE	3000 PSI	0.50	5" ± 1"	3% OR LESS AT TROWELED FINISH
EXTERIOR CONCRETE	4000 PSI	0.45	5" ± 1"	5% ± 1.5%

2. SEE SPECIFICATION FOR ADDITIONAL CONCRETE REQUIREMENTS.
3. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE CURRENT "ACI MANUAL OF CONCRETE PLACEMENT."
4. PORTLAND CEMENT SHALL CONFORM TO ASTM C150, TYPE I OR II.
5. ALL AGGREGATE FOR NORMAL WEIGHT CONCRETE SHALL MEET ASTM C33.
6. ALL REINFORCING BARS SHALL MEET ASTM A615, GRADE 60. ALL WELDED WIRE FABRIC (WWF) SHALL MEET ASTM A185 AND BE PROVIDED IN FLAT SHEETS ONLY.
7. CLEAR COVER TO REINFORCING SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE.

LOCATION		REINFORCING SIZE	MIN. COVER
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH		#11	3"
EXPOSED TO EARTH OR WEATHER		#6 THROUGH #18	2"
EXPOSED TO EARTH OR WEATHER		#5 AND SMALLER	1 1/2"

8. ALL REINFORCING SHALL BE DETAILED, FABRICATED AND PLACED PER CRSI AND ACI STANDARDS, INCLUDING CONCRETE COVER AND BAR SUPPORTS. DESIGNED METHOD OF SUPPORTING TOP BARS IN SLAB AND BEAMS SHALL BE VERIFIED WITH ENGINEER. PROVIDE CORNER BARS AT ALL FOOTINGS AND WALL INTERSECTIONS TO MATCH HORIZONTAL REINFORCING IN SIZE AND SPACING. AT INTERSECTIONS OF CONTINUOUS SPREAD FOOTINGS, EXTEND BARS TO FACES OF INTERSECTING FOOTING. LAP BARS AT ALL SPLICES, INCLUDING CORNER BARS AND DOWELS, IN ACCORDANCE WITH SPLICE SCHEDULE OR IN NO LESS THAN 40 BAR DIAMETERS. LAP WWF 6" OR ONE FULL MESH, WHICHEVER IS GREATER.
9. PROVIDE 2-#5 X 4'-0" LONG @ TRUE OPENING DIMENSION ON ALL SIDES OF OPENING IN SLAB.
10. ALUMINUM SHALL NOT BE EMBEDDED IN ANY CONCRETE.
11. NO HOLES OR OPENINGS THROUGH FOUNDATION WALL AND/OR FOOTINGS WITHOUT ENGINEERS APPROVAL.

MASONRY:

1. HOLLOW CONCRETE BLOCK (MASONRY) UNITS SHALL CONFORM TO ASTM C90, NORMAL WEIGHT, TYPE N-1 WITH A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI ON THE NET AREA (f'm = 1500 PSI).
2. ALL MORTAR FOR USE IN MASONRY SHALL CONFORM TO ASTM C270, TYPE S. ALL GROUT FOR USE IN MASONRY SHALL CONFORM TO ASTM C476, MIN. 3000 PSI AND NOT LESS THAN A 6-1/2" SACK MIX.
3. REINFORCING BARS SHALL MEET ASTM A615, GRADE 60.
4. PROVIDE AT LEAST 2 VERTICAL BARS AT EACH END, CORNERS, AND INTERSECTIONS OF ALL WALLS. SEE WALL SECTIONS FOR TYPICAL VERTICAL REINFORCING.
5. VERTICAL AND HORIZONTAL REINFORCING SHALL BE CONTINUOUS AND LAPPED PER ACI 530.
6. HOLD VERTICAL BARS STRAIGHT, PLUMB AND ACCURATE IN ALL WALLS AS DETAILED. INSTALL REBAR POSITIONERS @ 400' O.C. MAXIMUM THAT ARE DESIGNED TO HOLD REBAR IN PROPER LOCATION WITHIN THE CELL PRIOR TO GROUTING.
7. PROVIDE A MINIMUM OF 1/2" CIRCLE BETWEEN MAIN REINFORCING AND MASONRY UNITS.
8. PROVIDE STANDARD GAGE TRUSS TYPE JOB LADDER-MESH JOINT REINFORCEMENT AS INDICATED FOR TYPICAL HORIZONTAL REINFORCING, UNLESS NOTED OTHERWISE.
9. ALL REINFORCED MASONRY COLUMN AND WALL SECTIONS REQUIRE DOWELS FROM FOOTING. SAME SIZE AND QUANTITY AS VERTICAL REINFORCEMENT IN COLUMN OR WALL UNLESS NOTED OTHERWISE.
10. GROUT ALL CELLS, ALL WALLS BELOW GRADE, SLUSH JOINT BETWEEN WYTHES BELOW GRADE.
11. ALL CMU SHALL BE LAID IN RUNNING BOND PATTERN.
12. GROUT PLACEMENT SHALL CONFORM TO ACI 530.1/ASCE 6/TMS 602; HOWEVER, THE MAXIMUM GROUT POUR HEIGHT SHALL NOT EXCEED 5 FEET AND THE MAXIMUM HEIGHT WHICH GROUT IS PLACED IN ONE CONTINUOUS OPERATION (GROUT LIFT) SHALL NOT EXCEED 4 FEET. THERE SHALL BE A MINIMUM OF 1 HOUR SETTING TIME BETWEEN EACH GROUT LIFT.
13. THE TOP OF EACH GROUT POUR SHALL BE 1" BELOW THE BED JOINT.
14. REINFORCEMENT, REBAR POSITIONERS, AND TIES SHALL BE PLACED PRIOR TO GROUTING.
15. CLEANOUTS SHALL BE CONSTRUCTED ADJACENT TO EACH VERTICAL BAR IN THE BOTTOM COURSE OF MASONRY FOR EACH GROUT POUR HEIGHT THAT EXCEEDS 5 FEET. CONSTRUCT CLEANOUTS WITH AN OPENING OF SUFFICIENT SIZE TO PERMIT REMOVAL OF DEBRIS, BUT NOT LESS THAN 3IN. DIMENSION, AT BASE CLEANING. CLOSE CLEANOUTS WITH COVERS EXACTED TO RESIST GROUT PRESSURE. ALL CLEANOUTS SHALL BE LOCATED ON WALL FACE NOT EXPOSED TO VIEW.

STEEL:

1. STRUCTURAL STEEL SHALL MEET THE LATEST AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", ALLOWABLE STRESS DESIGN.
2. ALL HOT ROLLED SHAPES SHALL MEET ASTM A992, F_y = 50 KSI.
3. ALL PLATES, CHANNELS, AND ANGLES SHALL MEET ASTM A36, F_y = 36 KSI.
4. ALL PIPES SHALL MEET ASTM A53, GRADE B, F_y = 35 KSI.
5. ALL HSS STEEL SHALL MEET ASTM A500, GRADE B, F_y = 46 KSI.
6. ALL BOLTS SHALL MEET ASTM A325 HIGH STRENGTH, WITH WASHERS AS REQUIRED, EXCEPT
7. ANCHOR RODS SHALL MEET ASTM F1554, GRADE 36.
8. WELDING SHALL CONFORM TO THE STANDARDS SET FORTH IN AWS PUBLICATION "WELDING IN BUILDING CONSTRUCTION".
9. THE FABRICATOR IS RESPONSIBLE FOR THE DESIGN AND DETAILING OF CONNECTIONS IN ACCORDANCE WITH THE AISC STEEL CONSTRUCTION MANUAL, EXCEPT WHERE SPECIFICALLY NOTED. CONNECTIONS ARE SIMPLE SHEAR CONNECTIONS, U.N.O. BOLTED CONNECTIONS SHALL HAVE 2 OR MORE ROWS AND THE DISTANCE FROM SUPPORTING MEMBER TO CENTERLINE OF BOLTS SHALL NOT EXCEED 3 INCHES. DEPTH OF BEAM CONNECTORS SHALL BE AT LEAST HALF OF THE BEAM DEPTH, MINIMUM AND CONNECTION STRENGTH SHALL BE PER THE FOLLOWING TABLE, U.N.O.

MEMBER	STRENGTH	MEMBER	STRENGTH	MEMBER	STRENGTH
W8, W10	16 KIPS	W16	47 KIPS	W21	63 KIPS
W12, W14	23 KIPS	W18	53 KIPS	W24	74 KIPS

10. ALL FIELD AND SHOP CONNECTIONS TO HAVE MINIMUM FILLET WELDS MINIMUM UNLESS NOTED AS BOLTED CONNECTIONS.
11. ALL FIELD WELDS TO BE WITH E70XX ELECTRODES.
12. ALL FIELD CONNECTIONS SHALL SHOW ALL FIELD WELDS REQUIRED.
13. ELEVATIONS FOR TOP OF STEEL NOTED ON ROOFING PLANS. FRAME FRAME FLUSH AT TOP UNLESS NOTED (VIF).
14. STEEL FRAMES ARE NOT SELF-SUPPORTING. ADEQUATE TEMPORARY SUPPORT SHALL BE PROVIDED BY THE CONTRACTOR UNTIL REQUIRED ELEMENTS OR CONNECTIONS ARE IN PLACE.

JOISTS

1. STEEL JOISTS AS SHOWN ON THE PLAN ARE TO BE FABRICATED AND ERECTED PER S.J.I. RECOMMENDATIONS, INCLUDING BRIDGING. SEE PLANS AND DETAILS FOR SPECIAL BRIDGING AND BRACING REQUIREMENTS.
2. JOISTS AT OR NEAREST TO CENTERLINE OF COLUMNS SHALL HAVE SOLID CONNECTIONS.
3. SUSPENSION OF ANY MISCELLANEOUS ITEMS FROM JOISTS SHALL BE ONLY AT PANEL POINTS.
4. ALL JOISTS SHALL BE CAMBERED IN ACCORDANCE WITH S.J.I. CRITERIA.
5. ALL ROOF TOP OPENINGS TO BE FRAMED WITH JOISTS 16 ON ALL FOUR SIDES TO SUPPORT OPENINGS GREATER THAN 12" SQUARE.
6. JOISTS SHALL BE DESIGNED FOR THE NET UPLIFT LOAD AS DETERMINED BY DESIGN LOADS NOTED IN THESE DRAWINGS.

STEEL ROOF DECK:

1. ALL STEEL ROOF DECK TO BE 1 1/2" WIDE RIB PAINTED 20 GAGE DECK. ERECT PER MANUFACTURER'S SPECIFICATIONS, U.N.O.
2. STEEL DECK SHALL BE ATTACHED TO ALL MEMBERS ON WHICH IT BEARS IN ACCORDANCE WITH TYPICAL ROOF DECK FASTENING SYSTEM.

COLD FORMED METAL FRAMING:

1. PROVIDE STUDS AND COMPONENTS IN ACCORDANCE WITH AMERICAN IRON AND STEEL INSTITUTE (AISI) "SPECIFICATION FOR DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS" AND THE STEEL STUD MANUFACTURERS ASSOCIATION (SSMA) PRODUCT TECHNICAL INFORMATION (ICBO ESR-).
2. COLD-FORMED MEMBERS OF 18 GAGE AND LIGHTER SHALL HAVE A MINIMUM YIELD POINT OF 33 KSI. A653-05 GRADE 33, CLASS 1 OR 2.
3. FRAMING COMPONENTS MAY BE PRE-FABRICATED INTO ASSEMBLIES BEFORE ERECTION. FABRICATED PANELS PLUMB, SQUARE, TRUE TO LINE, AND BRACED AGAINST RACKING WITH JOINTS WELDED. PERMISSIBLE LIMITS OF UNITS TO PREVENT DAMAGE OR DISTORTION.
4. FABRICATE UNITS TO MAXIMUM ALLOWABLE TOLERANCE VARIATION FROM PLUMB, LEVEL, AND TRUE TO LINE OF 1/8 IN. IN 10 FEET.
5. CUT FRAMING MEMBERS BY SAWING OR SHEARING, DO NOT TORCH CUT.
6. PROVIDED TEMPORARY BRACING AND LEAVE IN PLACE UNTIL FRAMING IS PERMANENTLY STABILIZED.

SPECIAL INSPECTIONS:

INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT AGENCY, PAID FOR BY THE OWNER FIELD INSPECTIONS REQUIRED ARE:

1. PERIODIC INSPECTION OF STEEL FABRICATOR'S SHOP FOR QUALITY CONTROL AND FABRICATION PROCESSES THAT COMPLY WITH AISC CODE OF STANDARD PRACTICE.
2. VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION PER AISC 360-10 SECTION N4.
3. VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION PER BUILDING CODE TABLE 1705.3.
4. SPECIAL INSPECTION OF MASONRY CONSTRUCTION PER IMS 420-13 TABLE 1.19.2. EXCEPTION: MASONRY VENEER ONLY REQUIRES VERIFICATION OF COMPLIANCE WITH THE APPROVED SUBMITTALS PER TABLE 1.19.1.
5. INSPECTION OF SITE WORK, FILL PLACEMENT, AND BEARING CAPACITIES BY A LICENSED GEOTECHNICAL ENGINEER AS FOLLOWS:
   a. OBSERVATION OF PROOF ROLLING FOR THE SITE PRIOR TO FILL PLACEMENT. COMPACTION TESTING OF STRUCTURAL FILL PLACEMENT, IF IS SHALL NOT BE LESS THAN 95%.
   b. PROVIDE BEARING TESTS AT EACH FOOTING LOCATION TO CONFIRM BEARING CAPACITY.
   c. REQUIRED VERIFICATION AND INSPECTION OF SOILS PER BUILDING CODE TABLE 1705.6
6. INTERIOR SLAB FLATNESS AND LEVELNESS TESTS ARE TO BE PERFORMED BY THIRD PARTY INSPECTOR. THE TESTING SHALL BE PERFORMED PER ASTM E1155 WITH THE EXCEPTION THAT THE TESTING SHALL BEGIN WITHIN 24 HOURS AFTER COMPLETION OF THE FINISHING PROCESS. PRELIMINARY FINDINGS MUST BE COMMUNICATED TO THE ALDI CONSTRUCTION REPRESENTATIVE UPON COMPLETION OF THE TESTING. THE OFFICIAL REPORT MUST BE PROVIDED TO THE ALDI CONSTRUCTION REPRESENTATIVE WITHIN 5 WORKING DAYS OF THE SLABS FLOOR PLACEMENT. SEE SPECIFICATION SECTION 033000 FOR REQUIREMENTS.

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE	CAP	CAPACITY	EL, ELEV	ELEVATION	GSN	GENERAL STRUCTURAL NOTES	MFR	MANUFACTURER	PVC	POLYVINYL CHLORIDE	TBR	TO BE REMOVED
ADDL	ADDITIONAL	CAT	CATALOG	EMBED	EMBEDMENT/EMBEDMENT	GWB	GYPSUM WALL BOARD	MIN	MINIMUM	QTY	QUANTITY	TOC	TOP CHORD EXTENSION
ADDN	ADDITION	CFS	COLD-FORMED STEEL (LIGHT GAUGE)	ENG	ENGINEER	HSS	HOLLOW STRUCTURAL SECTION	MISC	MISCELLANEOUS	R	RADIUS	TF	TOP FLANGE
AL	ALUMINUM	CHAMF	CHAMFER	EQS	EDGE OF SLAB	HORIZ	HORIZONTAL	MO	MASONRY OPENING	R	BEAM OR COLUMN REACTION	TFE	TOP OF FOOTING ELEVATION
ASTM	ABOVE FINISHED FLOOR	CJ	CONTROL JOINT	EPS	EXPANDED POLYSTYRENE	ID	INSIDE DIAMETER	MTL	METAL	RD	ROOF DRAIN	THKD	THICKENED/INCREASED
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	CLG	CEILING	EQ	EQUAL	IN	INCHES	NO	NUMBER	REINF	REINFORCE/REINFORCED/REINFORCING	THK	THICK/THICKNESS
AISI	AMERICAN IRON AND STEEL INSTITUTE	CLR	CLEAR	EQ SPA	EQUAL SPACING/EQUALLY SPACED	INSUL	INSULATION	NOM	NOMINAL	REQ'D	REQUIRED	TO	TOP OF
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	CMU	CONCRETE MASONRY UNIT	EW	EACH WAY	INT	INTERIOR	NS	NON-SHRINK/REAR SIDE	REQT	REQUIREMENT	TOB	TOP OF BEAM
APPROX	APPROXIMATE/APPROXIMATELY	CO	CLEANOUT	EXIST	EXISTING	INV	INVERT	NTS	NOT TO SCALE	RTU	REVISION	TOS	TOP OF STEEL
AB	ANCHOR BOLT	COL	COLUMN	EXP	EXPANSION	JT	JOINT	OC	ON CENTER	RM	ROOM	TOW	TOP OF WALL
ARCH	ARCHITECT/ARCHITECTURAL	CONC	CONCRETE	EXT	EXTERIOR/EXTERNAL	JID	INSIDE FACE	OCEW	ON CENTER EACH WAY	RO	ROUGH OPENING	TRANS	TRANSVERSE
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS	CONN	CONNECTION	FB	FLAT BAR	JOB	JOIST BEARING/JOIST BEARING ELEVATION	OCEW EB	ON CENTER EACH WAY TOP AND BOTTOM	SCHED	SCHEDULE/EACH DULED	TYP	TYPICAL
ASTM	ASTM INTERNATIONAL	CONT	CONTINUOUS	FD	FLOOR DRAIN	JST	JOIST	OD	OUTSIDE DIAMETER	SDI	STEEL DECK INSTITUTE	UNO	UNLESS NOTED OTHERWISE
AWS	AMERICAN WELDING SOCIETY	COORD	COORDINATE	FDN	FOUNDATION	JT	JOINT	OPG(S)	OPENING/OPENINGS	SECT	SECTION	V	SHEAR FORCE
BOC	BOTTOM CHORD EXTENSION	CS	COUNTERSUNK	FF	FINISHED FLOOR	K, KIP	KILOPOUND(S) (1 KIP = 1000 POUNDS)	OPP	OPPOSITE, OPPOSITE HAND	SHT	SHEET	VERT	VERTICAL
BD	BOARD	CTR	CENTER	FFE	FINISHED FLOOR ELEVATION	LB	POUND	ORD	ORDINAL	SIM	SIMILAR	VIF	VERIFY IN FIELD
BF	BOTTOM FLANGE	CX	CEILING EXTENSION	FG	FINISHED GRADE	LF	LINEAR/LINEAL FOOT	OS	OUTSIDE	SJI	STEEL JOIST INSTITUTE	W/	WITH
BLDG	BUILDING	DBL	DOUBLE	FH	HARDHEAD	LLH	LONG LEG HORIZONTAL	OSF	OUTSIDE FACE	SPCG	SPACING	W/O	WITHOUT
BLK	BLOCK	DEMO	DEMOLISH/DEMOLITION	FM	FINISH MARKED	LLV	LONG LEG VERTICAL	OZ	OUNCE	SPEC	SPECIFICATION/SPECIFICATIONS/SPECIFIED	WD	WOOD
BLKG	BLOCKING	DET	DETAIL	FL	FLOOR/FLOORING	LONG	LONGITUDINAL	PAF	POWDER ACTUATED FASTENER	SQ	SQUARE	WP	WORK POINT
BM	BEAM	DIA	DIAMETER	FRG	FRAMING	LP	LONG PLATE	PL	STEEL PLATE, BAR, STRIP OR SHEET	SS	STAINLESS STEEL	WT	WEIGHT
BO	BOTTOM OF	DIM	DIMENSION	FS	FAR SIDE	M	BENDING MOMENT	PLUMB	PLUMBING	SSMA	STEEL STUD MANUFACTURER'S ASSOCIATION	WWF	WELDED WIRE FABRIC
BOT	BOTTOM	DN	DOWN	FT	FOOT/FEET	MACH	MACHINE	PLYWD	PLYWOOD	STD	STANDARD		
BP	BASE PLATE	DO	DITTO (USE AS ADJACENT)	FTG	FOOTING	MAS	MASONRY	PP	PAIR	STL	STEEL		
BRG	BEARING	DWG	DRAWING	GA	GAUGE	MATL	MATERIAL	PSI	POUNDS PER SQUARE FOOT	STRUC	STRUCTURE		
BTWN	BETWEEN	EA	EACH	GALV	GALVANIZED	MAX	MAXIMUM	PSI	POUNDS PER SQUARE INCH	T	TENSION		
C	COMPRESSION	EJ	EACH FACE EXPANSION JOINT	GC	GENERAL CONTRACTOR	MECH	MECHANICAL	PT	PRESSURE TREATED	T&G	TONGUE AND GROOVE		
				GR	GRADE	MFR	MANUFACTURE	PTD	PAINTED	TBD	TO BE DETERMINED		

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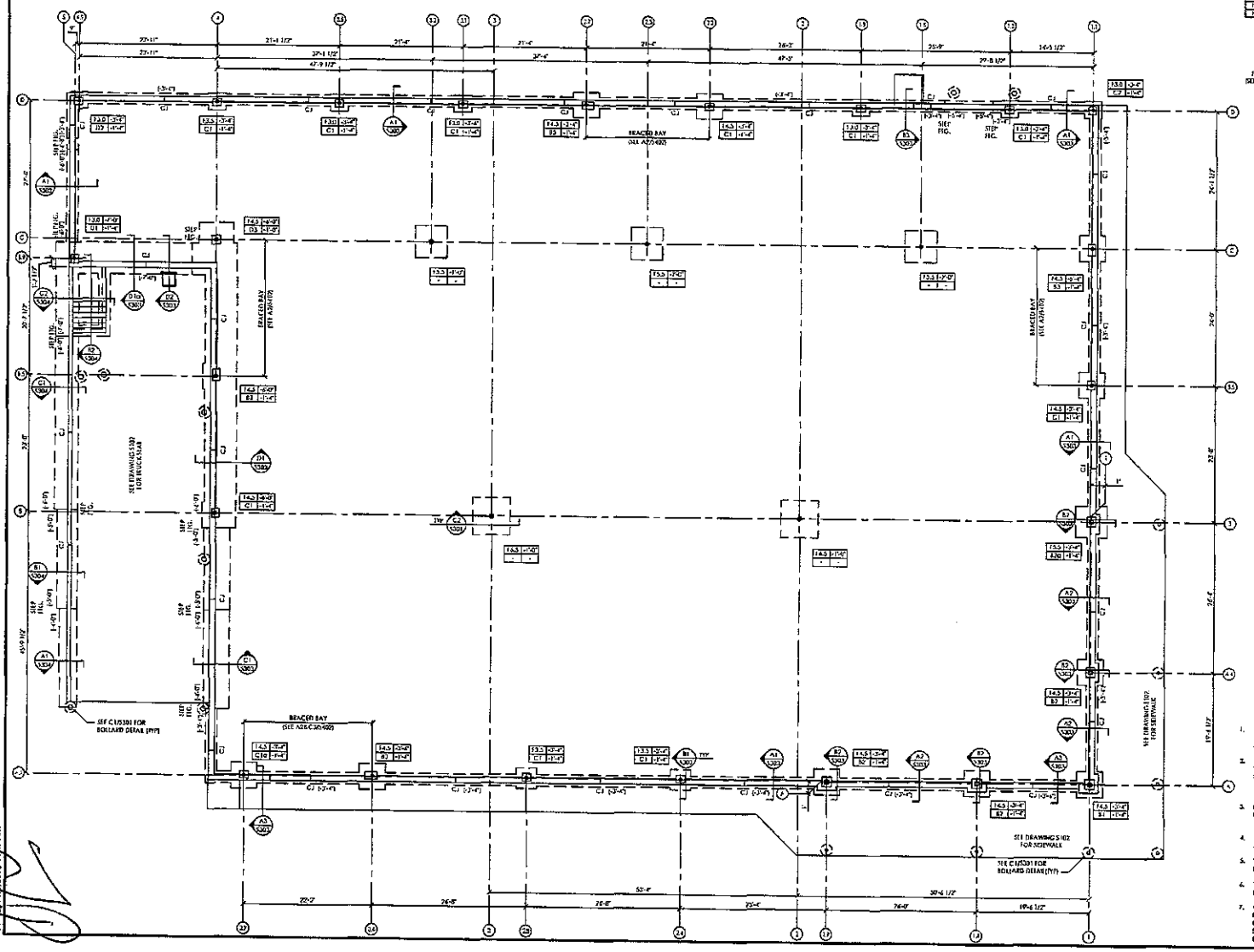

FOOTING SCHEDULE		
MARK	SIZE (W x L x D)	REINFORCING
F2.0	2'-0" x 2'-0" x 1'-0"	4 - #4 EA. WAY
F2.5	2'-6" x 2'-6" x 1'-0"	5 - #4 EA. WAY
F4.0	4'-0" x 4'-0" x 1'-0"	6 - #5 EA. WAY
F4.5	4'-6" x 4'-6" x 1'-0"	7 - #5 EA. WAY
F5.0	5'-0" x 5'-0" x 1'-0"	8 - #5 EA. WAY
F5.5	5'-6" x 5'-6" x 1'-0"	9 - #5 EA. WAY
F6.0	6'-0" x 6'-0" x 1'-0"	10 - #5 EA. WAY
F6.5	6'-6" x 6'-6" x 1'-0"	11 - #5 EA. WAY
F7.5	7'-6" x 7'-6" x 1'-0"	7 - #6 EA. WAY
F7.7	7'-8" x 7'-8" x 1'-10"	8 - #7 EA. WAY
F8.5	8'-6" x 8'-6" x 1'-10"	7 - #8 EA. WAY

FOOTING/PIER LEGEND

FOUNDATION PLAN
1/4" = 1'-0"

NORTH

1. ELEVATIONS IN FIG./PIER TAGS AND NOTED (XX'-XX") ON PLAN ARE REFERENCED FROM FINISHED FLOOR DATUM ELEVATION. SEE GEN.
2. WHERE LOCATION OF FOOTING STEP IS NOT DIMENSIONED, COORDINATE WITH UTILITY LINES. BOTTOM OF PERIMETER FOOTINGS SHALL BE AT LEAST 1'-6" BELOW LOWEST ADJACENT FINISHED GRADE/TOP OF PAVEMENT.
3. DO NOT SCALE DRAWINGS. SEE ARCHITECTURAL FLOOR PLANS FOR DIMENSIONS NOT INDICATED ON STRUCTURAL DRAWINGS.
4. SECTIONS INDICATED ON PLAN ARE TYPICAL FOR SIMILAR CONDITIONS.
5. "C.J." = SUGGESTED WALL CONTROL JOINT LOCATIONS.
6. TOP OF FOUNDATION WALL ELEVATION @ ALL DOORWAYS = (+0'-8").
7. COORDINATE ALL EXISTING AND NEW UTILITY LINE LOCATIONS WITH SITE AND/OR MECH. DRAWINGS. REPORT ANY AND ALL INTERFERENCES WITH INTENDED FOUNDATION CONFIGURATIONS TO ENGINEER PRIOR TO INSTALLING FOUNDATIONS.

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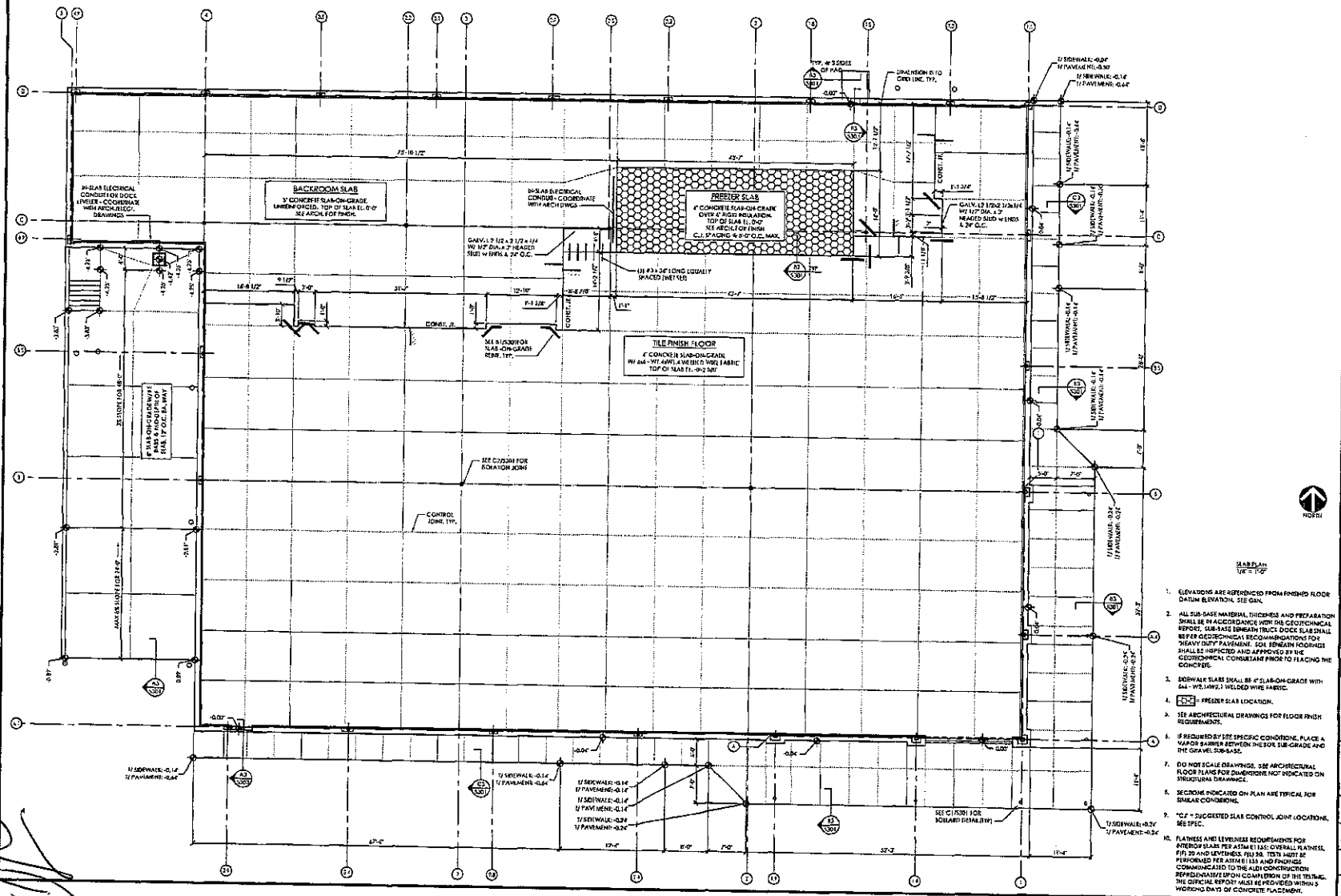

SLAB PLAN
1/8" = 1'-0"

1. ELEVATIONS ARE REFERENCED FROM FINISHED FLOOR DATUM ELEVATION. SEE GEN.
2. ALL SUB-BASE MATERIAL, THICKNESS AND PREPARATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. SUB-BASE BENEATH TRUCK DOCK SLAB SHALL MEET GEOTECHNICAL RECOMMENDATIONS FOR "HEAVY DUTY" PAVEMENT. SOIL BENEATH FOOTINGS SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL CONSULTANT PRIOR TO PLACING THE CONCRETE.
3. SIDEWALK SLABS SHALL BE 4" SLAB-ON-GRADE WITH 6x6 - W2.1xW2.1 WELDED WIRE FABRIC.
4. FZ = FREEZER SLAB LOCATION.
5. SEE ARCHITECTURAL DRAWINGS FOR FLOOR FINISH REQUIREMENTS.
6. IF REQUIRED BY SITE SPECIFIC CONDITIONS, PLACE A VAPOR BARRIER BETWEEN THE SOIL SUB-GRADE AND THE GRAVEL SUB-BASE.
7. DO NOT SCALE DRAWINGS. SEE ARCHITECTURAL FLOOR PLANS FOR DIMENSIONS NOT INDICATED ON STRUCTURAL DRAWINGS.
8. SECTIONS INDICATED ON PLAN ARE TYPICAL FOR SIMILAR CONDITIONS.
9. "CJ" = SUGGESTED SLAB CONTROL JOINT LOCATIONS, SEE SPEC.
10. FLATNESS AND LEVELNESS REQUIREMENTS FOR INTERIOR SLABS PER ASTM E1155: OVERALL FLATNESS, F(F) 20 AND LEVELNESS, F(L) 20. TESTS MUST BE PERFORMED PER ASTM E1155 AND FINDINGS COMMUNICATED TO THE ALDI CONSTRUCTION REPRESENTATIVE UPON COMPLETION OF THE TESTING. THE OFFICIAL REPORT MUST BE PROVIDED WITHIN 5 WORKING DAYS OF CONCRETE PLACEMENT.

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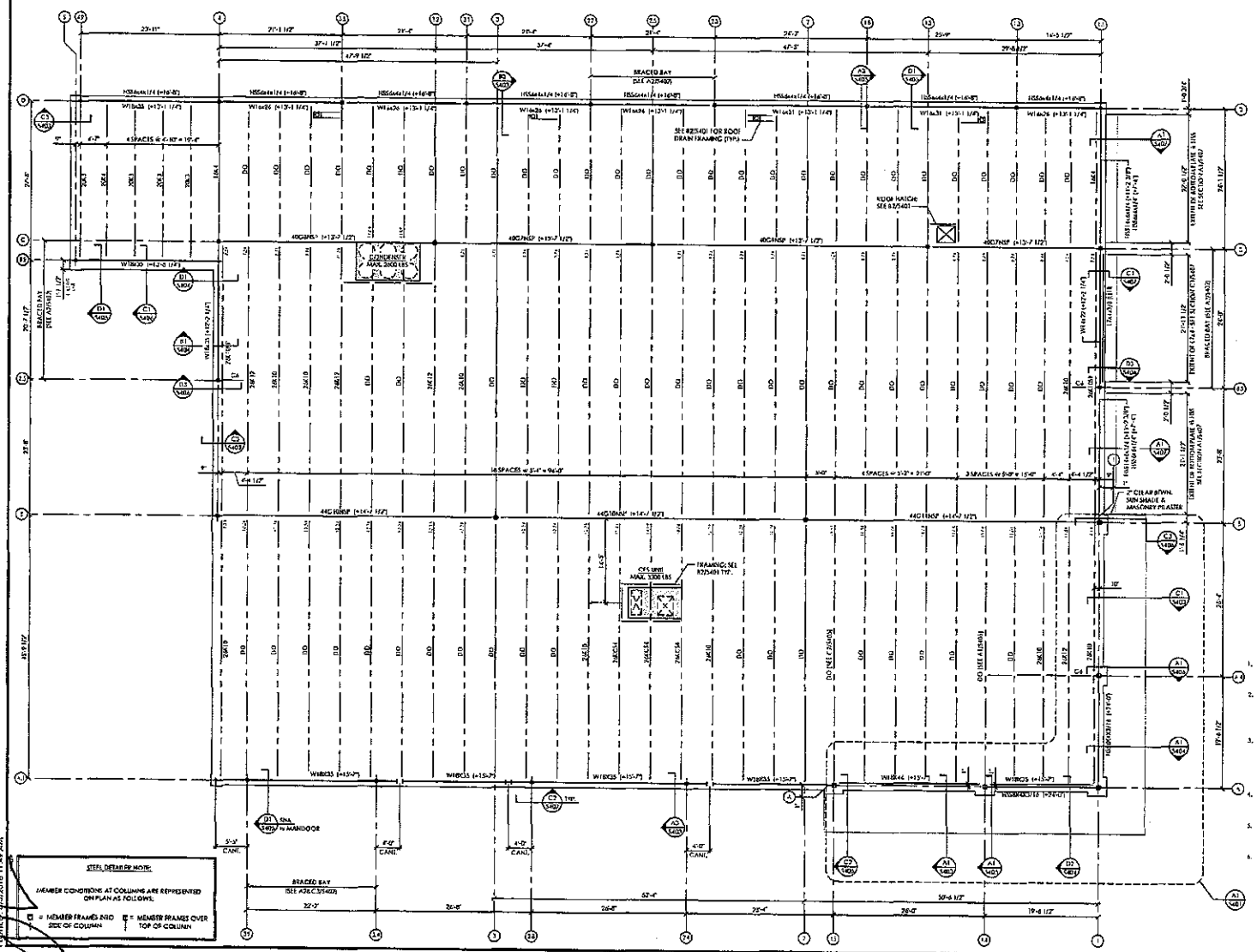

ROOF FRAMING PLAN
1/16" = 1'-0"

NORTH

1. TOP OF STEEL ELEVATIONS NOTED (+XX'-X") ARE REFERENCED FROM FINISHED FLOOR DATUM ELEVATION. SEE G3N.
2. ROOF DECK SHALL BE 1 1/2" x 22 GAGE PAINTED TYPE B WIDERIB DECK. ALL EDGES OF ROOF DECK SHALL BEAR 1 1/2" MIN. ON STEEL PERIMETER ANGLE WITH ATTACHMENT PER THE TYPICAL ROOF DECK FASTENING SYSTEM DETAIL.
3. SEE MECHANICAL & ARCHITECTURAL DRAWINGS FOR THE BALANCE OF ALL EQUIPMENT, ROOF PENETRATIONS, ETC. REQUIRED AT THE LEVEL. GENERAL CONTRACTOR SHALL COORDINATE ALL RTU LOCATIONS AND PENETRATIONS WITH MECHANICAL CONTRACTOR PRIOR TO STEEL FABRICATION.
4. DO NOT SCALE DRAWINGS. SEE ARCHITECTURAL FLOOR PLANS FOR ALL DIMENSIONS NOT INDICATED ON STRUCTURAL DRAWINGS.
5. BAR JOIST MANUFACTURER SHALL PROVIDE JOIST BRIDGING IN ACCORDANCE WITH STEEL JOIST INSTITUTE CRITERIA INCLUDING UPLIFT (SEE S-001).
6. JOIST END REACTIONS AS SHOWN ON PLAN INCLUDE DEAD LOAD, SNOW (OR ROOF LIVE) LOAD, AND JOIST GIRDER SELF WEIGHT. JOIST GIRDER MANUFACTURER TO DESIGN FOR THESE LOADS IN ADDITION TO WIND LOADS PER S-001.

STEEL DETAIL DR NOTE:

MEMBER CONDITIONS AT COLUMNS ARE REPRESENTED ON PLAN AS FOLLOWS:

▭ = MEMBER FRAMES INTO SIDE OF COLUMN ▯ = MEMBER FRAMES OVER TOP OF COLUMN

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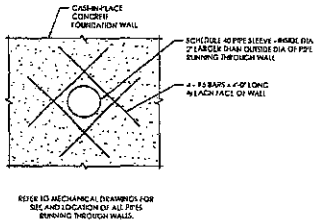
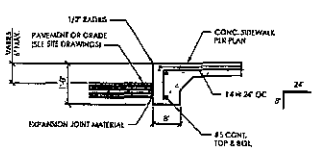
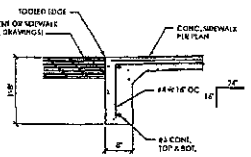


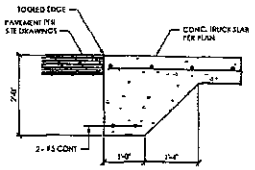
D3 Typical Foundation Wall Reinforcement Detail At Mechanical Penetrations
NO SCALE



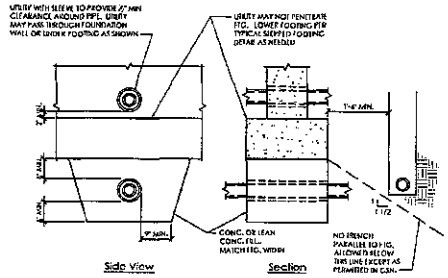
C3 Section
SCALE: 3/4" = 1'-0"



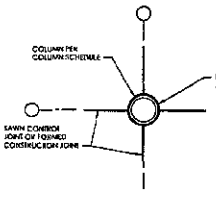
B3 Section
SCALE: 3/4" = 1'-0"



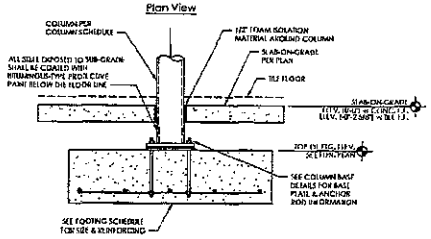
A3 Section
SCALE: 3/4" = 1'-0"



D2 Typical Utility Detail at Continuous Footing
NO SCALE



Plan View



C2 Typical Interior Column Detail
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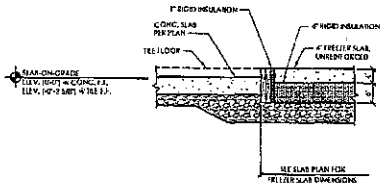
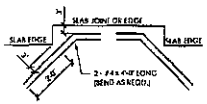
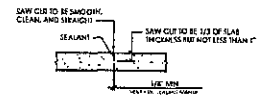


B2 Section @ Freezer Slab
SCALE: 3/4" = 1'-0"

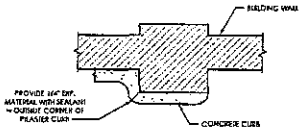


Short Slab Extension

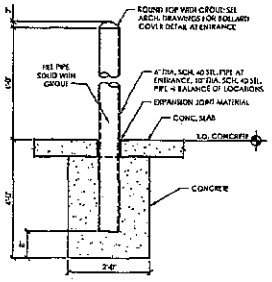


SAW CUTS ARE TO BE MADE IMMEDIATELY UPON COMPLETION OF FINAL FINISHING. FOR BROOMED FINISHES, CUTS ARE TO BE MADE AFTER THE FINAL FINISH IS COMPLETED, AS SOON AS THE CUTTING OPERATION DOES NOT DAMAGE THE JOINT EDGE OR OTHERWISE DISTURB THE FINISH.

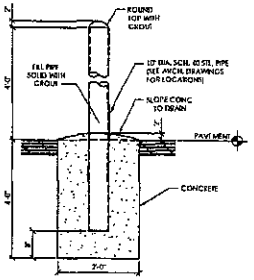
Control Joint



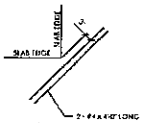
Plan View @ Pilaster



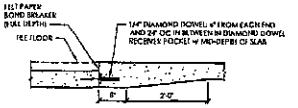
Bollard @ Slab Detail



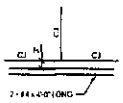
Bollard @ Pavement Detail



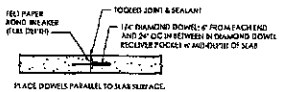
Re-entrant Corner



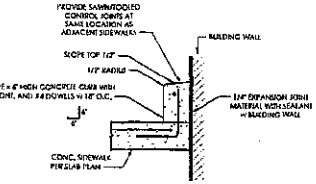
Construction Joint @ Step to Tile



Discontinuous Control Joint



Construction Joint



Section View

D1 Typical Concrete Cart Bumper Detail
NO SCALE
SEE ARCHITECTURAL DRAWINGS FOR CURB LOCATIONS

C1 Typical Steel Bollard Detail
SCALE: 3/4" = 1'-0"

B1 Typical Slab-on-Grade Reinforcement
NO SCALE

A1 Typical Joint Details for Slabs-on-Grade
NO SCALE

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Division City, Division State, Zip

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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Foundation Details
Drawing Name:

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Type: RHSD-V7	
Drawn By: XXX	S-301
Scale: As Noted	Drawing No.

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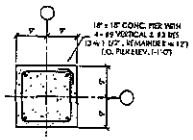
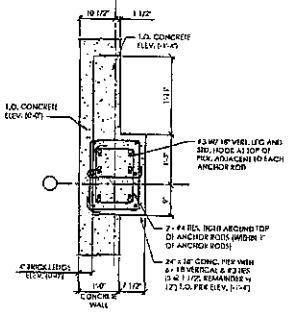
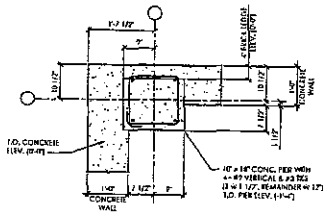


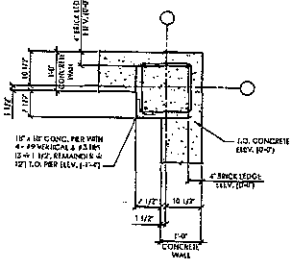
D3 Pier Detail
SCALE: 3/4" = 1'-0"



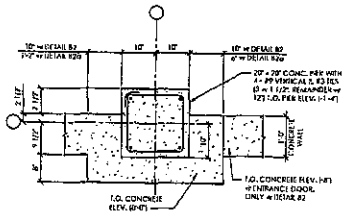
B3 Pier Detail
SCALE: 3/4" = 1'-0"



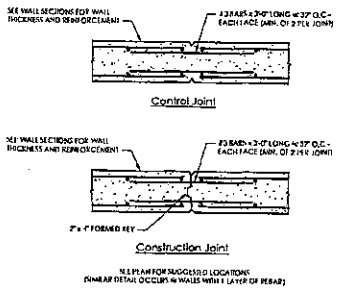
D2 Pier Detail
SCALE: 3/4" = 1'-0"



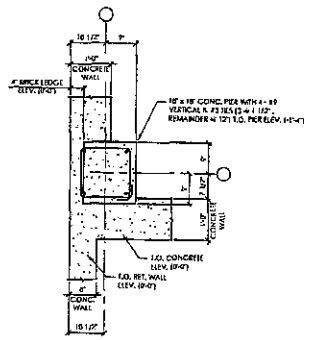
C2 Pier Detail
SCALE: 3/4" = 1'-0"



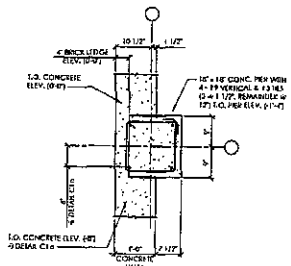
B2 B2a Pier Detail
SCALE: 3/4" = 1'-0"



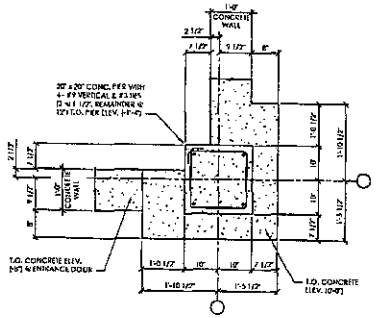
A2 Typical Concrete Wall Joint Detail
NO SCALE



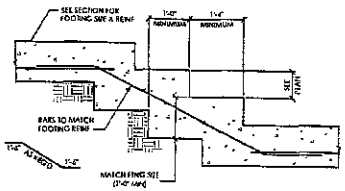
D1 Pier Detail
SCALE: 3/4" = 1'-0"



C1 C1a Pier Detail
SCALE: 3/4" = 1'-0"



B1 Pier Detail
SCALE: 3/4" = 1'-0"



A1 Typical Stepped Footing Detail
NO SCALE

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Project County
Project Name & Location:

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Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

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Proj. No.
S-302
Drawing No.

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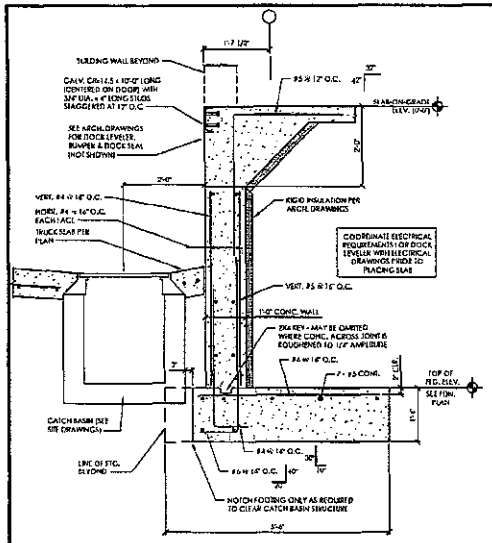
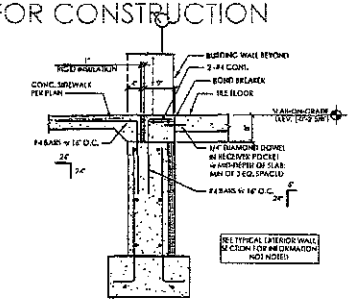
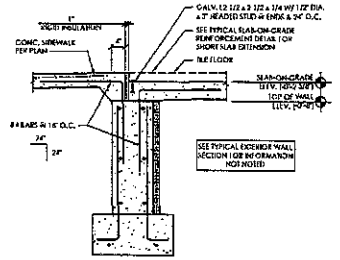


D2 Section
SCALE: 3/4" = 1'-0"



B3 Section
SCALE: 3/4" = 1'-0"



A3 Section
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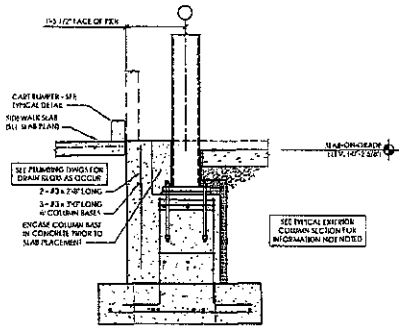

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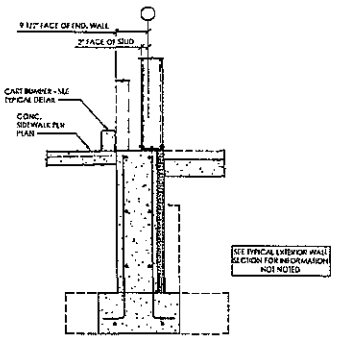
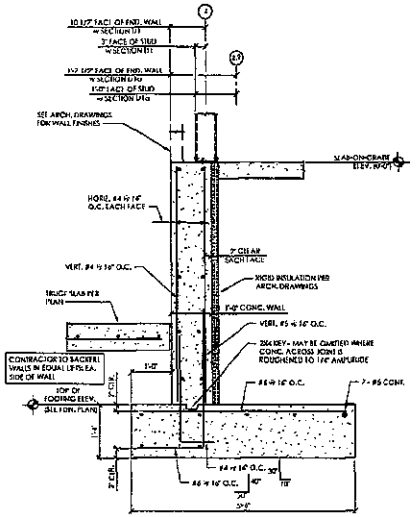
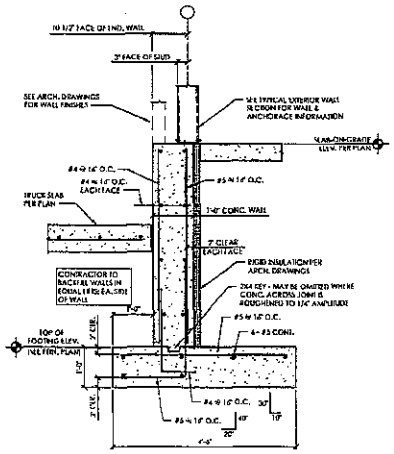
SCALE: 3/4" = 1'-0"



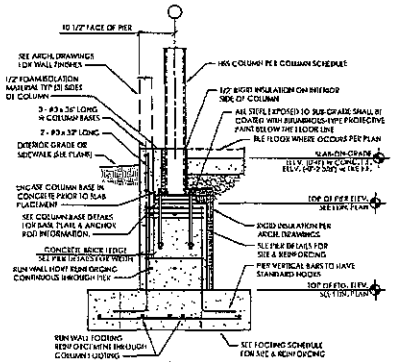
A2 Section
SCALE: 3/4" = 1'-0"



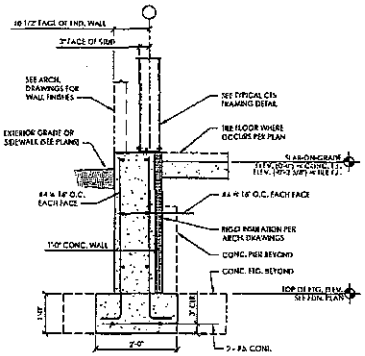
D1 D1a Section
SCALE: 3/4" = 1'-0"



C1 Section
SCALE: 3/4" = 1'-0"



B1 Typical Exterior Column Section
SCALE: 3/4" = 1'-0"



A1 Typical Exterior Wall Section
SCALE: 3/4" = 1'-0"

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(###) ###-#### fax

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Project County
Project Name & Location:

Foundation Details
Drawing Name:

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Drawn By: XXX	S-303
Scale: As Noted	Drawing No.

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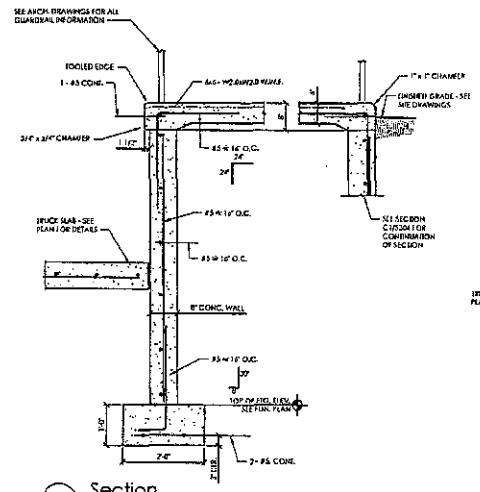
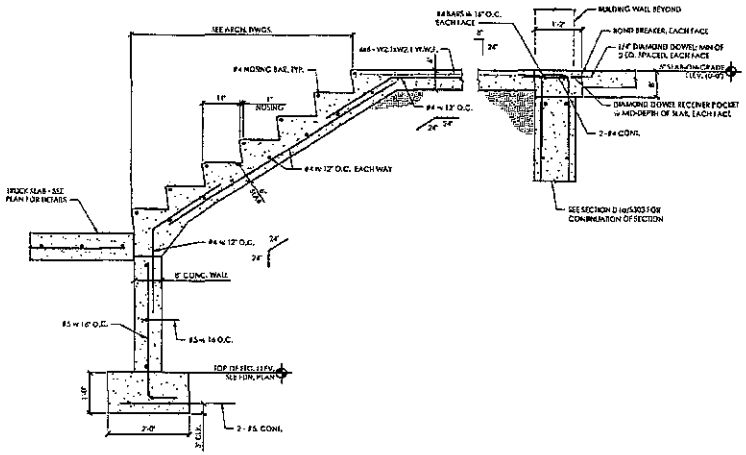
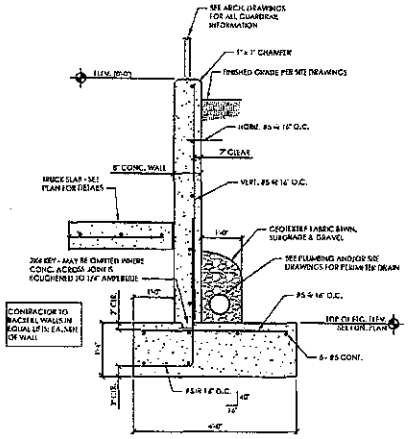


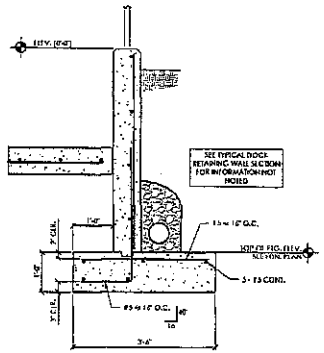
C2 Section
SCALE: 3/4" = 1'-0"



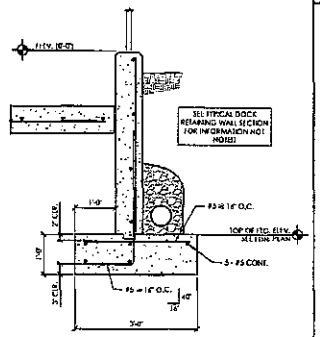
B2 Section
SCALE: 3/4" = 1'-0"



C1 Typical Dock Retaining Wall Section
SCALE: 3/4" = 1'-0"



B1 Section
SCALE: 3/4" = 1'-0"



A1 Section
SCALE: 3/4" = 1'-0"

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Drawn By: XXX
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Proj. No.
S-304
Drawing No.

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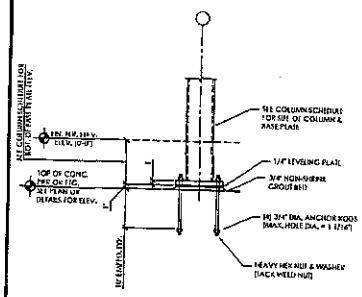
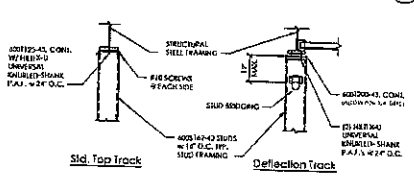
COLUMN SCHEDULE

COLUMN MARK	A				A1			A4	B				B5	B9	C				D						
	1	1.4	1.9	2.4	2.8	3.4	3.9	1	1	2	3	4	1.1	4	5	1.1	1.5	2.5	3.2	4	1.1	1.3	1.8	2.3	2.7	3.1	3.5	4	4.9
TOP OF STEEL DATUM ELEVATION (+) 3-1 1/2"																													
LOW POINT																													
FINISHED FLOOR ELEVATION (XXX.XX')																													
DATUM ELEV. (0'-0")																													
BASE PLATE SIZE & TYPE	3/4" x 14" x 14" (TYPE A)	3/4" x 14" x 14" (TYPE A)	3/4" x 14" x 14" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (SEE A2/S402)	3/4" x 12" x 12" (TYPE A)	3/4" x 14" x 14" (TYPE A)	1" x 14" x 14" (TYPE A)	1" x 14" x 14" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 17" x 12" (SEE A2/S402)	3/4" x 12" x 12" (TYPE A)	3/4" x 17" x 12" (SEE A2/S402)	3/4" x 17" x 12" (SEE A2/S402)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 11" x 11" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 17" x 12" (SEE A2/S402)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)

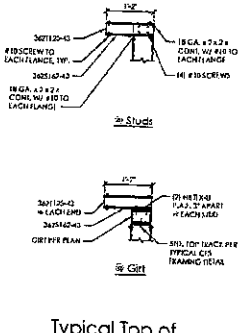


B1 Typical Column Base Detail
NO SCALE

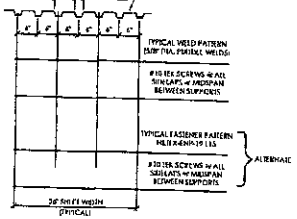
NOTES:
1. COLUMN SIZE & SHAPE PER SCHEDULE
2. BASE PLATES ARE LABELED ON SCHEDULE AS T x L x W
3. ANCHOR ROD EMBEDMENT IS FROM TOP OF CONC. TO TOP OF EMBEDDED WASHER AS SHOWN



C1 Typical CFS Framing Detail
SCALE: 3/4" = 1'-0"

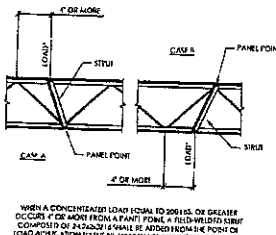


B1 Typical Top of Parapet Detail
SCALE: 3/4" = 1'-0"



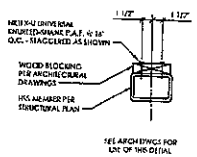
NOTE: WELD OR SCREW DECK (MIN. 3 PANELS) TO PURLIES AT 12" O.C. ALONG STEEL SUPPORTS.

B3 Typical Roof Deck Fastening System
NO SCALE

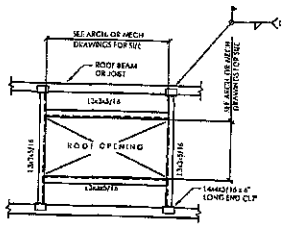


WHEN A CONCENTRATED LOAD EQUAL TO 300 LBS. OR GREATER OCCURS 4'-0" OR MORE FROM A PANEL POINT, A FIELD-WELDED STRUT COMPOSED OF 2-1/2x2x3/16 ANGLE SHALL BE ADDED FROM THE POINT OF LOAD APPLICATION TO THE NEAREST PANEL POINT ON THE OPPOSITE CHORD.

A3 Typical Joist Reinforcement Detail
NO SCALE

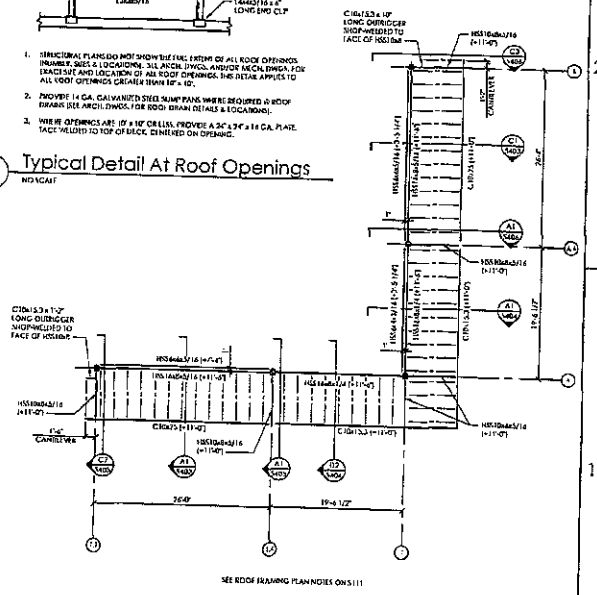


C2 Typical Wood Blocking Attachment Detail
SCALE: 1 1/2" = 1'-0"



1. STRUCTURAL PLANS DO NOT SHOW THE FULL EXTENT OF ALL ROOF OPENINGS (NUMBER, SIZES & LOCATIONS). SEE ARCH. DWGS. AND/OR MECH. DWGS. FOR EXACT SIZE AND LOCATION OF ALL ROOF OPENINGS. THIS DETAIL APPLIES TO ALL ROOF OPENINGS GREATER THAN 10" x 10".
2. PROVIDE 14 GA. GALVANIZED STEEL SUMP PANS WHERE REQUIRED @ ROOF DRAINS (SEE ARCH. DWGS. FOR ROOF DRAIN DETAILS & LOCATIONS).
3. WHERE OPENINGS ARE 10" x 10" OR LESS, PROVIDE A 24" x 24" x 14 GA. PLATE. TACK WELDED TO TOP OF DECK, CENTERED ON OPENING.

B2 Typical Detail At Roof Openings
NO SCALE



A1 Canopy Framing Plan
SCALE: 1/8" = 1'-0"

NORTH

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A Issued for Use/Reference	04/05/16
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PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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ALDI Inc.
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Steel Framing Section & Details
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	S-401
Scale: As Noted	Drawing No.

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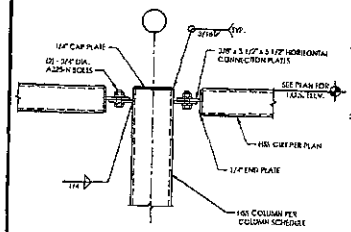
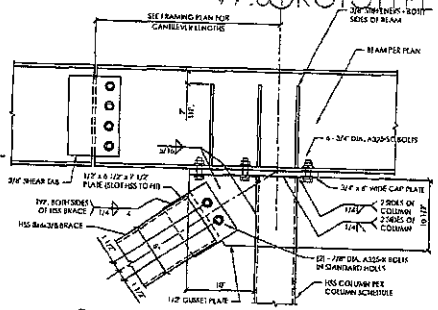
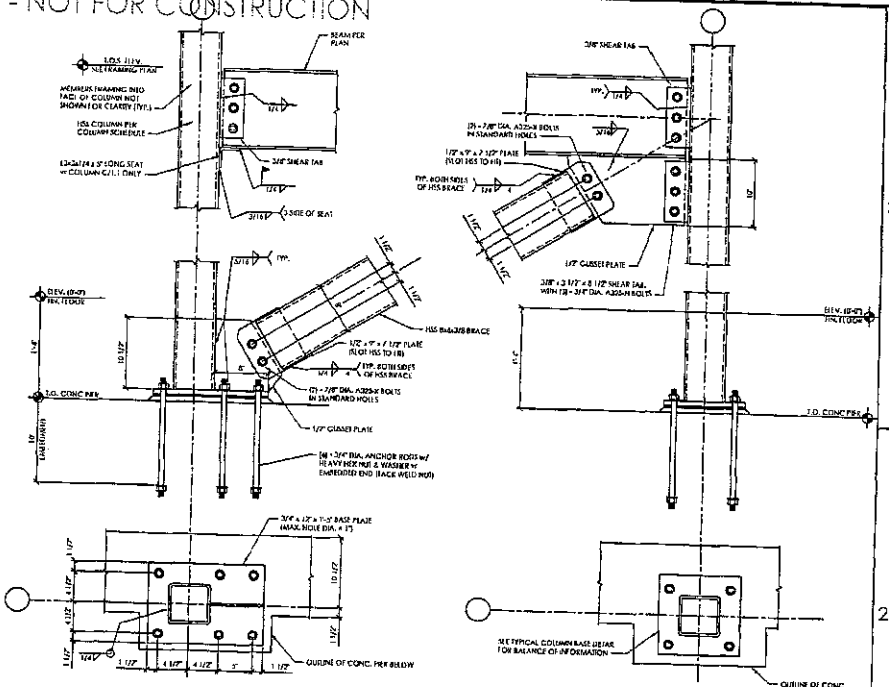
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



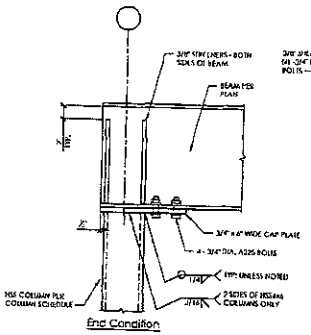
D3 Typical HSS Girt Connection Detail
SCALE: 1-1/2" = 1'-0"



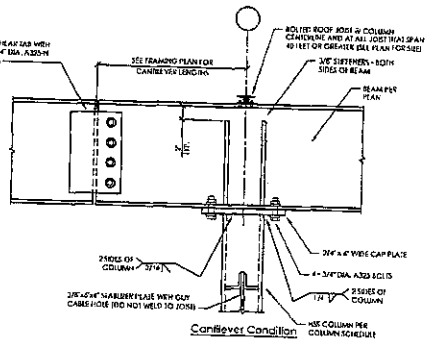
C3 Braced Bay Roof Beam Cantilever Condition
SCALE: 1-1/2" = 1'-0"



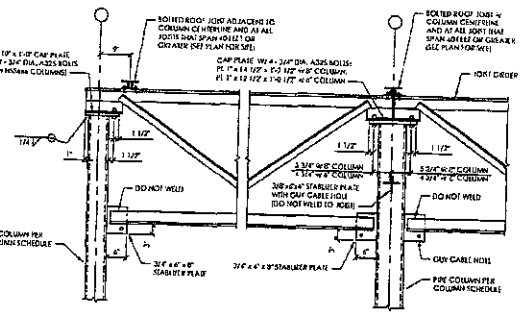
A2 Braced Bay Elevation & Details
SCALE: 1-1/2" = 1'-0"



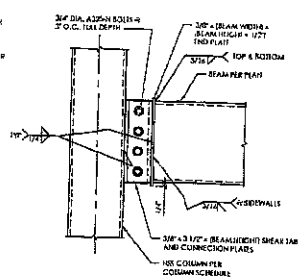
D2 Typical Beam-Over-Column Detail
SCALE: 1-1/2" = 1'-0"



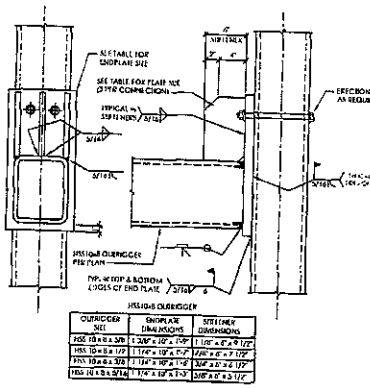
C2 Typical Beam-Over-Column Detail
SCALE: 1-1/2" = 1'-0"



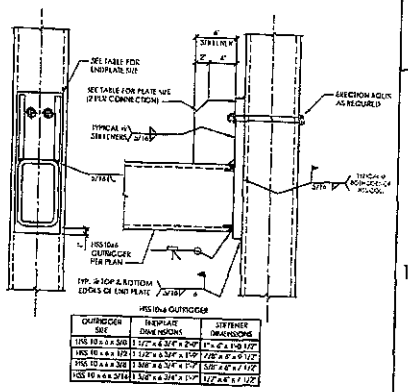
D1 Typical Joist Girder-Over-Column Detail
SCALE: 3/4" = 1'-0"



C1 Typical HSS Header Connection Detail
SCALE: 1-1/2" = 1'-0"



B1 Connection Detail For HSS 10x8 Canopy Outrigger
SCALE: 1-1/2" = 1'-0"



A1 Connection Detail For HSS 10x6 Canopy Outrigger
SCALE: 1-1/2" = 1'-0"

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PROJECT DESIGNER DATE

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ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Steel Framing Section & Details
Drawing Name:

Date: Date
Type: RH5D-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
S-402
Drawing No.

PROJECT NUMBER: [illegible]

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

DOOR SCHEDULE

DOOR NO.	DOOR SIZE WIDTH	HEIGHT	THICK.	ELEV.	MAT.	FIN.	FIRE LABEL	FRAME ELEV.	MAT.	FIN.	FIRE LABEL	HDWE GROUP	DETAIL HEAD	DETAIL JAMB	DETAIL SILL	REMARKS	DOOR NO.	ROOM NAME
101A	+/- 16'-0" V.I.F.	7'-0"	–	DD	ALUM.	–	–	–	ALUM.	–	–	100	–	–	C1/A501	DOOR ELEVATIONS ON THIS SHEET. SEE SHEET A501 FOR JAMB TRIMMER + FIXED SIDELIGHT PANEL SHALL MAKE UP THE DIFFERENCE IN MASONRY OPENINGS	101A	VESTIBULE
101B	+/- 6'-0" V.I.F.	7'-0"	–	FF	ALUM.	–	–	–	ALUM.	–	–	100	–	–	C1/A501	BOOKS WILL HAVE 1/2" THRESHOLD TO COMPENSATE FOR THICKNESS OF ENTRY MAT.	101B	VESTIBULE
102A	3'-0"	8'-0"	1 1/2"	CC	POLY	–	–	D	H.M.	1	–	SEE REMARKS	8/A601	7/A601	A3/A615	HARDWARE BY DOOR SUPPLIER. FRAME BY G.C.	102A	SALES
102B	4'-0"	7'-0"	1 3/4"	BB	H.M.	1/2	–	C	H.M.	1/2	–	500	1/A601	29/A601	3/A601	INSUL. EXT. DOOR - MOUNT CLOSER W/ ARM PERPENDICULAR TO DOOR TO ALLOW SPACE FOR DELAYED EGRESS UNIT BY OWNER VENDOR TO BE INSTALLED	102B	SALES
103	3'-0"	7'-0"	1 3/4"	AA	H.M.	1	–	A	H.M.	1	–	200	4/A601	5/A601	–		103	WOMENS
104	3'-0"	7'-0"	1 3/4"	AA	H.M.	1	–	A	H.M.	1	–	200	4/A601	5/A601	–		104	MENS
105	3'-0"	7'-0"	1 3/4"	AA	H.M.	1	–	A	H.M.	1	–	400	4/A601	5/A601	–		105	OFFICE
109A	3'-0"	7'-0"	1 3/4"	AA	H.M.	1/2	–	B	H.M.	1/2	–	600	1/A601	29/A601	3/A601	INSUL. EXT. DOOR - MOUNT CLOSER W/ ARM PERPENDICULAR TO DOOR TO ALLOW SPACE FOR DELAYED EGRESS UNIT BY OWNER VENDOR TO BE INSTALLED	109A	BACK ROOM
109B	6'-0"	8'-0"	–	FF	SST.	3/2	–	–	–	3/2	–	SEE REMARKS	8/A601	9/A601	10/A601	HARDWARE BY DOOR SUPPLIER	109B	BACK ROOM
109C	3'-0"	7'-0"	1 3/4"	AA	H.M.	1/2	–	B	H.M.	1/2	–	500	1/A601	29/A601	3/A601	INSUL. EXT. DOOR - MOUNT CLOSER W/ ARM PERPENDICULAR TO DOOR TO ALLOW SPACE FOR DELAYED EGRESS UNIT BY OWNER VENDOR TO BE INSTALLED	109C	BACK ROOM
109D	2'-0"	7'-0"	1 3/4"	AA	H.M.	1	–	A	H.M.	1	–	300	4/A601	5/A601	–		109D	BACK ROOM

LEGEND

H.M.	HOLLOW METAL
ALUM.	ANODIZED ALUMINUM
POLY	POLYETHYLENE
SIM.	SIMILAR
SEE SHEET A403 FOR FINISH SCHEDULE	

KEYNOTES - MANUFACTURER A-403 COLOR/MATERIAL SCHEDULE)

1	PT-2 / C1-3	SEMI-GLOSS - INTERIOR SIDE
2	PT-1 / C1-5	SEMI-GLOSS - EXTERIOR SIDE
3	PT-1 / C1-3	WHITE - INTERIOR SIDE

DOOR HARDWARE

DOOR HARDWARE SET NO. 100
TRUCK DOOR, DOOR 108, DOOR 109 - PROVIDED BY OWNER.

DOOR HARDWARE SET NO. 200
DOOR NO. 102, 103 AND 104 WOMENS / EACH TO HAVE THE FOLLOWING:

No.	Item	Description	Manufacturer	Finish
3	HINGES	179 1/2 NRP	STANLEY HARDWARE (STR)	630
1	PRIVACY LOCK	3812-05	SCHLAGE (SCH)	626
1	CLOSER	8304 SRT-EDA	NORTON DOOR CNTRLS (NDC)	AL
1	WALL STOP	409-1/2	IVES (IVS)	AL
1	12" LL PROTECTION PLATE	8400	IVES (IVS)	AL

DOOR HARDWARE SET NO. 300
DOOR NO. 105, 107 AND 109A/C - EACH TO HAVE THE FOLLOWING:

No.	Item	Description	Manufacturer	Finish
3	HINGES	179 1/2 NRP	STANLEY HARDWARE (STR)	626
1	PRIVACY LOCK	3812-05	SCHLAGE (SCH)	626
1	CLOSER W/ HOLD OPEN	8304 SRT-EDA	NORTON DOOR CNTRLS (NDC)	AL
1	WALL STOP	409-1/2	IVES (IVS)	AL
1	42" LL PROTECTION PLATE	8400	IVES (IVS)	AL

DOOR HARDWARE SET NO. 400
DOOR NO. 106, 108, 109B, 109D - EACH TO HAVE THE FOLLOWING:

No.	Item	Description	Manufacturer	Finish
3	HINGES	FBB 179 NRP	STANLEY HARDWARE (STR)	626
1	MORTISE LOCK	45H7R-DEL	SCHLAGE (SCH)	626
1	CLOSER	8304 SRT-EDA	NORTON DOOR CNTRLS (NDC)	AL
1	WALL STOP	409-1/2	IVES (IVS)	AL
1	TRUCK WEATHER STRIP	8198	IVES (IVS)	AL
1	42" LL PROTECTION PLATE	8400	IVES (IVS)	AL

DOOR HARDWARE (CONT.)

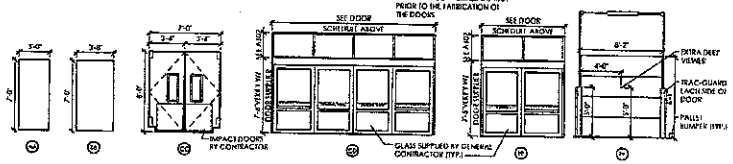
ISC.01 HARDWARE SET NO. 500
DOUBLE DOOR, 108 E.T. FOR - SALES AND BACK ROOM DOORS TO HAVE THE FOLLOWING:

No.	Item	Description	Manufacturer	Finish
3	HINGES	FBB 179 NRP	STANLEY HARDWARE (STR)	630
1	THRESHOLD	896N	NATIONAL GUARD (NGP)	AL
1	LATCHPART	3981	NATIONAL GUARD (NGP)	630
1	CYLINDER	3501 HB-AL	NORTON DOOR CNTRLS	AL
1	DROP STRIP	18A	NATIONAL GUARD (NGP)	CLEAR ANOD. AL
1	MAGNETIC WEATHERSTRIP	159NA	NATIONAL GUARD (NGP)	CLEAR ANOD. AL
1	DOOR SWEEP	428NA	NATIONAL GUARD (NGP)	CLEAR ANOD. AL

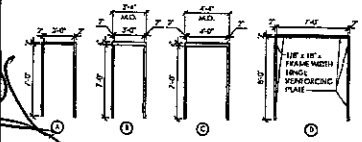
DOOR HARDWARE SET NO. 600
DOOR NO. 109A - BACK ROOM MAIN DOOR TO HAVE THE FOLLOWING:

No.	Item	Description	Manufacturer	Finish
3	HINGES	FBB 179 NRP	STANLEY HARDWARE (STR)	630
1	DOOR SHOE	420N	NATIONAL GUARD (NGP)	AL
1	THRESHOLD	210A (WIDE)	NATIONAL GUARD (NGP)	AL
1	CYLINDER W/ HOLD OPEN	3501 HB-AL	NORTON DOOR CNTRLS	AL
1	DROP STRIP	18A	NATIONAL GUARD (NGP)	CLEAR ANOD. AL
1	MAG. PLATE/SENSOR	159NA	NATIONAL GUARD (NGP)	CLEAR ANOD. AL
1	DOOR SWEEP	428A	NATIONAL GUARD (NGP)	CLEAR ANOD. AL
1	DOOR VIEWER	698	IVES (IVS)	-

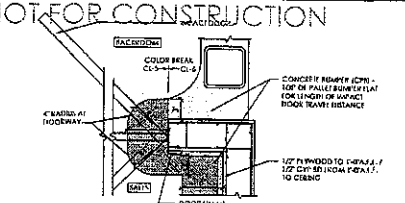
ALDI DOOR SYSTEM FURNISHED & INSTALLED BY ALDI DOOR SUPPLIER. GC TO CONFIRM WITH OWNER THAT THE ALDI ALDI DOOR SUPPLIER VERIFIES DIM. G.O. PRIOR TO THE FABRICATION OF THE DOORS.



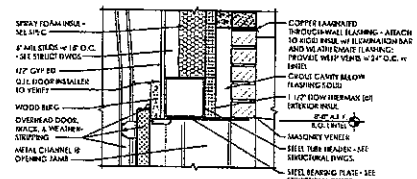
12 Door Elevations
SCALE: 3/16" = 1'-0"



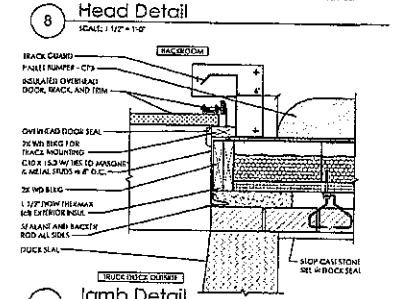
13 Frame Elevations
SCALE: 3/16" = 1'-0"



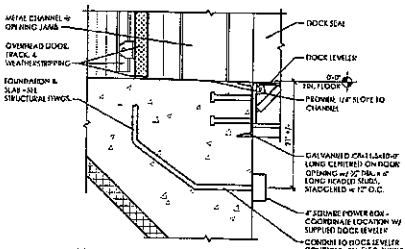
7 Jamb Detail
SCALE: 1 1/2" = 1'-0"



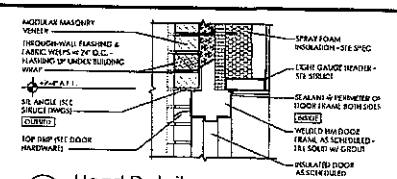
8 Head Detail
SCALE: 1 1/2" = 1'-0"



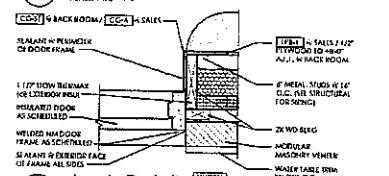
9 Jamb Detail
SCALE: 1 1/2" = 1'-0"



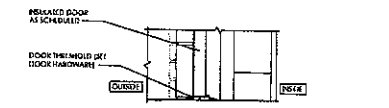
10 Sill Detail
SCALE: 1 1/2" = 1'-0"



1 Head Detail
SCALE: 1 1/2" = 1'-0"

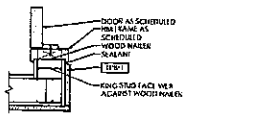


2 Jamb Detail
SCALE: 1 1/2" = 1'-0"

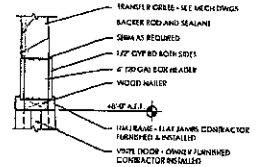


3 Sill Detail
SCALE: 1 1/2" = 1'-0"

4 Head Detail
SCALE: 1 1/2" = 1'-0"



5 Jamb Detail
SCALE: 1 1/2" = 1'-0"



6 Head Detail
SCALE: 1 1/2" = 1'-0"

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Division Address:
Dotson City, Division State, Zip
ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Door Schedules & Details
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-601
Scale: As Noted	Drawing No.

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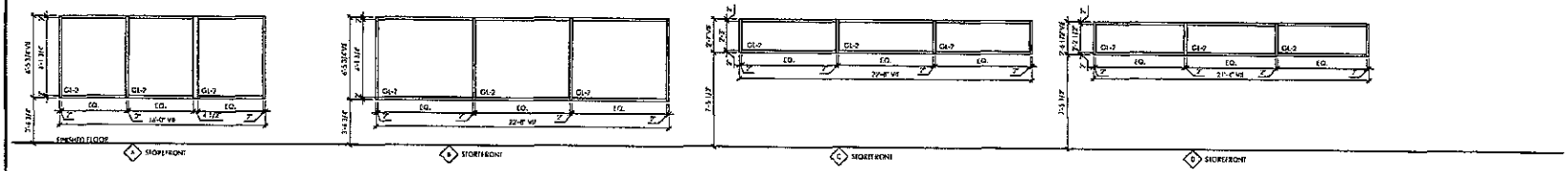
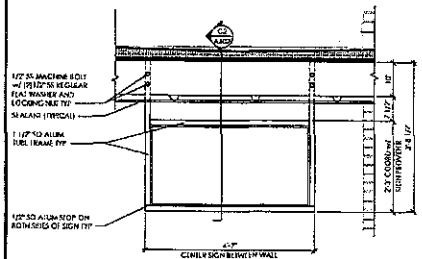
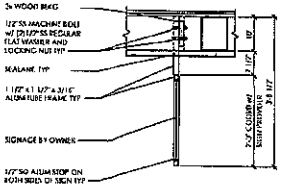


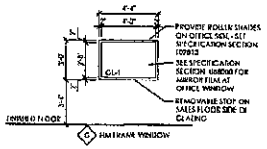
D3 Window Types
SCALE: 1/4" = 1'-0"



D2 Quarter Cart Sign Frame
SCALE: 1/4" = 1'-0"



C2 Quarter Cart Sign Frame
SCALE: 1/4" = 1'-0"

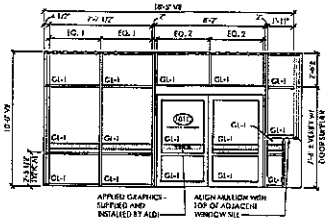


NOTE:
1. ALUMINUM FRAMING 1 3/4" (2" INSULATED) X 4 1/2" AND 4 1/2" X 4"
2. 1/2" (TILE PLANE).
3. SEE SPEC FOR GLASS TYPES
4. ALL SIGN FRONT DIMENSIONS TO BE VERIFIED IN FIELD AND ADJUSTED AS NEEDED
5. SHADED GLAZED PANES TO BE SAFETY (TEMPERED) GLASS - SEE SPEC SECTION 088000.

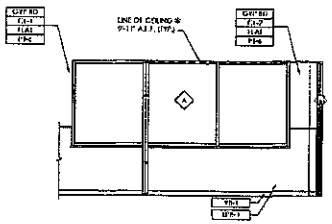
GLAZING SCHEDULE:

MAT. REF	KEY DESCRIPTION	DESCRIPTION - COLOR	REMARKS
GL-1	FULLY TEMPERED FLOAT GLASS	CLEAR	SEE PROJECT MANUAL - SECTION 088000
GL-2	LOW E, INSULATING GLASS	CLEAR	SEE PROJECT MANUAL - SECTION 088000
GL-4	SILICONE-COATED SPANDREL GLASS	COLOR SELECTED BY OWNER	SEE PROJECT MANUAL - SECTION 088000

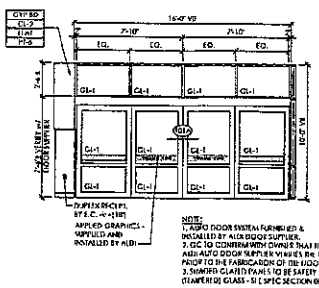
B2 Office
SCALE: 1/4" = 1'-0"



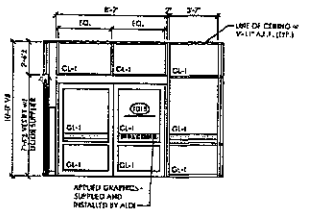
E1 Vestibule
SCALE: 1/4" = 1'-0"



C1 Vestibule
SCALE: 1/4" = 1'-0"



B1 Vestibule
SCALE: 1/4" = 1'-0"



A1 Vestibule
SCALE: 1/4" = 1'-0"

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ROOM FINISH SCHEDULE:

ROOM NO.	ROOM NAME	FLOOR	CROWN	BASE	GYP BD THICKNESS	SOUND ATTENUATION BATTS	LPS THICKNESS	NORTH WALL			EAST WALL			SOUTH WALL			WEST WALL			CEILING			REMARKS	ROOM NO.
								LOWER	UPPER	FINISH	LOWER	UPPER	FINISH	LOWER	UPPER	FINISH	LOWER	UPPER	FINISH	MAT.	TEX.	HGT.		
101	VESTIBULE	PORC-1	CB-2	VB-1	1/2"		36"	AU/GL	AU/GL		AU/GL	AU/GL		AU/GL	AU/GL		AU/GL	AU/GL		SAPC	–	9'-10"		101
102	SALES	PORC-1	CB-2	VB-2, CV-1, CV-2	1/2" & 1/2" MUR. GB		36"	FP-1	GYP BD		AU/GL LPS-1	GYP BD		LPS-1 GYP BD	T-1 AU/GL	EXP	–	VARIES	PAINT DECK, BAR ,RTS, GIRDER TRUSSES, CONDUIT, SPRINKLER LINES, STRUCT. UNDERFLR, HARD DUCT WORK, & GWBS.	102
103	WOMENS	PORC-1	CB-2	TB-1	1/2" MUR. GB	X		T-2/CB-1	GYP BD		T-2/CB-1	GYP BD		T-2/CB-1	GYP BD		T-2/CB-1	GYP BD		SAPC	–	9'-6"		103
104	MENS	PORC-1	CB-2	VB-1	1/2"	X	36"	FP-1	GYP BD		LPS-1	GYP BD		LPS-1	GYP BD		LPS-1	GYP BD		SAPC	–	9'-6"		104
105	BREAKROOM	PORC-1	CB-2	TB-1	1/2" MUR. GB	X		T-2/CB-1	GYP BD		T-2/CB-1	GYP BD		T-2/CB-1	GYP BD		T-2/CB-1	GYP BD		SAPC	–	9'-6"		105
106	BREAKROOM	PORC-1	CB-2	VB-1	1/2"	X		GYP BD			GYP BD			GYP BD			GYP BD			SAPC	–	10'-0"		106
107	OFFICE	PORC-1	CB-2	VB-1	1/2" MED. R. GB	X		GYP BD			GYP BD			GYP BD			GYP BD			SAPC	–	10'-0"		107
108	MERIT AREA	CONC	–	CP2	1/2"			PLWD	GYP BD		PLWD	GYP BD		PLWD	GYP BD		PLWD	GYP BD		EXP-1	–	VARIES	TRP TO BOTTOM OF WATER HEATER SHELF ABOVE MOP SINK	108
109	BACKROOM	CONC	–	CP2	1/2"			PLWD	GYP BD		PLWD	GYP BD		PLWD	GYP BD		PLWD	GYP BD		EXP-1	–	VARIES	SEE PAINT SYSTEMS SCHEDULE FOR THIS SPACE. REFER TO SPEC SECTION 099100 FOR PRODUCT REQUIREMENTS.	109

FINISH NOTES:

1	SEE REFLECTED CEILING PLAN FOR ALL CEILINGS AND SOFFITS.
2	REFER TO APPENDIX 'A' FOR ITEMS FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
3	REFER TO APPENDIX 'B' FOR ITEMS PROVIDED BY OWNER.
4	DO NOT PAINT GALVANIZED DOOR FRAMES/DOORS
5	USE SOLVENT TO REMOVE ALL MANUFACTURER MARKING ON PAINTED PVC PIPING.
6	PAINT ALL EXPOSED PIPING TO MATCH ADJACENT CEILING/WALL CONDITIONS.
7	SEE SPECIFICATION SECTION 099100 FOR PAINT SYSTEMS.

GYP BD KEYNOTES:

A	MR (MOISTURE RESISTANT) GYP BD TO EXTEND UP TO 2" ABOVE LID; COOLER AND FREEZER.
B	MR (MOISTURE RESISTANT) GYP BD TO BE EXTENDED TO CEILING ALL WALLS.
C	VAC AND/OR MOISTURE RESISTANT (MOISTURE RESISTANT) GYP BD ON WALLS ADJACENT TO FREEZER. APPLY VAPOR BARRIER BETWEEN GYP BD AND STUDS.

GYP BD NOTES:

1	AT INTERIOR PARTITIONS, RUN WALL FRAMING AND GYP BD TO BOTTOM OF ROOF DECK.
2	AT EXTERIOR WALLS RUN GYP BD TO B.O. DECK
3	SEE INTERIOR ELEVATIONS FOR LOCATIONS OF GYP BD TERMINATION AT DISSIMILAR SURFACES AND PAINT COLOR VARIATIONS ON THIS PAGE FOR MORE INFORMATION.

SOUND ATTENUATION BATTS:

1	PROVIDE SOUND BATTS FOR FULL HEIGHT OF WALL ON ALL INTERIOR PARTITIONS SURROUNDING ROOMS NOTED IN SCHEDULE ABOVE.

VAPOR BARRIER:

1	PROVIDE VAPOR BARRIER ON WALLS ADJACENT TO FREEZER BETWEEN STUDS AND GYP ON THE HOT SIDE OF WALL

BOLLARD SCHEDULE:

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARK
BLRD-1	NOT USED			
BLRD-2	10"Ø BOLLARD	BY CONTRACTOR	w/ LOADING DOCK - SEE STRUCTURAL DWG.	
BLRD-3	12"Ø BOLLARD	BY CONTRACTOR	GALV STEEL PIPE POST	SEE PROJECT MANUAL - SECTION 055000 FOR SPECIFICATIONS. CONTRACT MAURER ENTERPRISES VIA PHONE: 800-367-3296 or EMAIL: sales@maurerent.com
BLRD-4	6"Ø STEEL PIPE BOLLARD W/ COVER	DAWN ENTERPRISES	COVERC MODEL # BOARDCIDER - FACTORY FINISH	FOR ORDERING, CONTACT SARAH ANDERSON OF DAWN ENTERPRISES VIA PHONE: 800-260-3296 x1118 OR EMAIL: sanderson@dawn.com

EQUIPMENT AND ACCESSORY SCHEDULE:

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARK
AEW	TOILET ROOM ACC.	BY CONTRACTOR		SEE PROJECT MANUAL - SECTION 102800
HERSMANN MAILBOX LINER	HERSMANN MAILDECK LINER	HERSMANN	CAST ALUMINUM BUMPER: #1111 AUTUMN GREY CAM: #1111 AUTUMN GREY CAM: #1111 AUTUMN BLACK	SEE PROJECT MANUAL - APPENDIX 'B'
TP-1	TRASH RECEPTACLE	DAWN ENTERPRISES	MODEL # RP40S-ALUX - FACTORY FINISH	FOR ORDERING, CONTACT SARAH ANDERSON OF DAWN ENTERPRISES VIA PHONE: 800-260-3296 x1118 OR EMAIL: sanderson@dawn.com

FINISH MATERIAL SCHEDULE:

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARK
AL/GL	ALUMINUM & GLASS STOREFRONT	BY CONTRACTOR	CLEAR ANODIZED	SEE ELEVATIONS FOR GLAZING TYPES
CONC.	CONCRETE SLAB	BY CONTRACTOR		SEE PROJECT MANUAL - SECTION 033000
EXP	EXPOSED STRUCTURE	BY CONTRACTOR	PT-2 / CI-1 FLAT	SALES FLOOR
EXP-1	EXPOSED STRUCTURE	BY CONTRACTOR	NO PAINT	BACK HOUSE/WAREHOUSE CEILINGS
FRP	FIBERGLASS REINFORCED PLASTIC	BY CONTRACTOR	FP-1 / LIGHT GRAY	SEE PROJECT MANUAL - SECTION 066400
GR-1	GROUT	CUSTOM BUILDING PRODUCTS	#145 DELOREAN GRAY	GROUT FOR T-2 AND T-3
GR-2	GROUT	TEC	POWER GROUT #641 RAVEN	GROUT FOR PORC-1 - PROVIDED BY OWNER
GR-3	GROUT	MAPEI	#00 WHITE	GROUT FOR T-1
GYP BD	GYPSUM WALL BOARD	BY CONTRACTOR		SEE PROJECT MANUAL - SECTION 092900
LPS-1	LAMINATED PARTICLE BOARD - WAINSCOT	FORMICA	#5883-58 PECAN WOODGRAIN	COORDINATE w/ MILLWORK VENDOR TO BE INSTALLED 1/2" AFF - REFER TO APPENDIX A.
LPS-2	LAMINATED PARTICLE BOARD - FACING/ CORNER	FORMICA	#5884-58 CHESNUT WOODGRAIN	COORDINATE w/ MILLWORK VENDOR. REFER TO APPENDIX A.
LPS-3	LAMINATED PARTICLE BOARD - COUNTERTOPS & WINDOW SILLS	FORMICA	#3900-58 OTER	COORDINATE w/ MILLWORK VENDOR. REFER TO APPENDIX A.
LPS-4	LAMINATED PARTICLE BOARD - CABINETS	FORMICA	#464-58 GRAYSTONE	COORDINATE w/ MILLWORK VENDOR. REFER TO APPENDIX A.
LPS-5	LAMINATED PARTICLE BOARD - MDF FASCIA	FORMICA	#2277-58 TIMBREL	COORDINATE w/ MILLWORK VENDOR. REFER TO APPENDIX A.
PLYWD	PLYWOOD - PAINTED	BY CONTRACTOR	PT-7 / CI-6 SEMIGLOSS	BACK HOUSE SEE PROJECT MANUAL - SECTION 061053 (RUN PLYWD VERTICALLY)
PORC-1	PORCELAIN TILE - THICK SET	ARGELITH	LIGHT GRAY PE 12"X12" BURNISHED BOND W/ STRAIGHT LINES RUNNING IN THE SHORT DIMENSION OF THE SALES FLOOR	PROVIDED BY OWNER; SEE PROJECT MANUAL - SECTION 093000
SAPC	SUSPENDED ACOUSTICAL PANEL CEILING	BY CONTRACTOR	WHITE	SEE PROJECT MANUAL - SECTION 095163
SH-1	NOT USED			
SH-2	SCHLUTER STRIP	SCHLUTER	POLISHED STEEL SATIN ANODIZED ALUMINUM FINISH	WALL TILE EDGE
T-1	NOT USED			
T-2	PORCELAIN TILE	DALTILE	CUT POINTE - EDGE CP84, 12"X12" (HORIZONTAL ORIENTATION / RUNNING BOND PATTERN)	RESTROOM WALL TILE; GROUT: GR-1
T-3	NOT USED			
T-4	GLAZED TILE	DALTILE	WATERCOLORS SUMMER - WHITE 0100, 2"X6" (HORIZONTAL ORIENTATION / RUNNING BOND PATTERN)	SALES FLOOR REAR WALL ACCENT TILE; GROUT: GR-3
T-5	PORCELAIN TILE	DALTILE	CUT POINTE - EDGE CP84, 4"X12" (OR 12"X12" IN HALF, HORIZONTAL ORIENTATION / RUNNING BOND PATTERN	BREAKROOM BACKSPLASH TILE; GROUT: GR-1
T-6-1	PORCELAIN SEE BASE	DALTILE	CUT POINTE - MOUNTAIN CP85, 4"X12"	RESTROOM BASE TILE; GROUT: GR-1
VB-1	VINYL BASE	ROPPE	BLACK #900BN	SEE PROJECT MANUAL - SECTION 096513
VB-2	VINYL BASE	ROPPE	BLACK #900BN	FOR NATIONAL ACCOUNT ORDERING - CONTACT RACHEL COOPER OF ARCH SYSTEMS VIA PHONE: 888-446-0272 OR EMAIL: ROOPER@ARCHSYSTEMS.COM AND CC ARMAPPLIES@ARCHSYSTEMS.COM
WP-1	WOOD PANEL	ARCH SYSTEMS	BIRCH-WOW ECOFAINT I.S - WHYPD167	

WALL AND SURFACE PROTECTION SCHEDULE:

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARKS
BG	BUMPER GUARD	MOLDE	STAINLESS STEEL	SEE PROJECT MANUAL - SECTION 102600
BR	BUMPER RAIL	MOLDE	CAST IRON 1RR	SEE PROJECT MANUAL - SECTION 102600
BR-C	BUMPER RAIL	MOLDE	CARLSTOP 0D156 12"H. - 1RR (GREY)	SEE PROJECT MANUAL - SECTION 102600
CG-A	CORNER GUARD		CLEAR ANODIZED ALUMINUM	SEE PROJECT MANUAL - SECTION 102600
CG-ST	CORNER GUARD	BY CONTRACTOR	SALSA - PT-3 / CI-6 SEMIGLOSS	SEE PROJECT MANUAL - SECTION 096000
CPB	CONC. PADLEY BUMPER	BY CONTRACTOR	PT-3 / CI-6 SEMIGLOSS (BACK ROOM) PT-7 / CI-6 SEMIGLOSS (SALES)	SEE DETAIL 7/A601 FOR COLOR BREAK
CRB	CAST BUMPER	BY CONTRACTOR	CONC NATURAL - NOMINAL FINISH	SEE DETAIL 7/A601
CR-HL	CART RAIL	BY CONTRACTOR	GALVANIZED	SEE PROJECT MANUAL - SECTION 055000
KP	KICK PLATE	BY CONTRACTOR	STAINLESS STEEL	SEE PROJECT MANUAL - SECTION 087100
SSR	STAINLESS STEEL HANDRAIL	WOODWORK SPECIALTIES, INC.	STAINLESS STEEL	
SIB	STEEL RUB BUMPER FLOOR MOUNTED	BY CONTRACTOR	PT-3 / CI-6 SEMIGLOSS	SEE PROJECT MANUAL - SECTION 055000

CG-A SCHEDULE (MIN.GA.):

TYPE	SIZE	REMARKS
INSIDE CORNERS	1" x 1" x 1/16" x 80" LENGTHS	INSTALL AT LPS ONLY
OUTSIDE CORNERS	2" x 2" x 1/16" x 80" LENGTHS	INSTALL AT LPS ONLY
J CHANNEL	3/4" x 96" LENGTHS	J CHANNEL TO BE MOUNTED AT ALL EXTERIOR CORNERS SO THAT THE LONG LEG IS ON THE BACK SIDE OF LPS AND SHORT LEG IS LEFT EXPOSED
ANGEL	1/2" x 1/2" x 96" LENGTHS	ANGLE TO BE INSTALLED ABOVE CASINGS AND FREEZER DOORS

INTERIOR PARTITION SCHEDULE (MIN.O.):

HEIGHT OF STUD	GAUGE	SPACING (MIL O.C.)
<15'-0"	20	16
15'-0" - 20'-0"	18	16
> 20'-0"	16	16

NOTES

STUD DEPTH INDICATED ON DRAWINGS

STRUCTURAL DRAWINGS TO SPECIFY TYPE OF TRACK AND GAUGE FOR SHOP DRAWINGS. REFER TO THIS TABLE.

THE TABLES OF SPANS IN THE LATEST EDITION OF STUD MANUFACTURER'S SPAN TABLES SHOULD SUPERSEDE THIS TABLE BASED ON STUD DESIGNATION SELECTED AND SPAN SYSTEMS USED.

PAINT COLOR SCHEDULE:

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARKS
CI-1	PAINT COLOR	SHERWIN WILLIAMS	#6073 PURE CLOUD	PAINT COLORS MUST BE PROVIDED BY MAINE ACURER INDICATED; NO SUBSTITUTIONS WILL BE ACCEPTED FOR COLOR
CI-2	PAINT COLOR	SHERWIN WILLIAMS	#6071 POPULAR GRAY	
CI-3	PAINT COLOR	NOT USED		
CI-4	PAINT COLOR	SHERWIN WILLIAMS	SAFETY YELLOW	
CI-5	PAINT COLOR	SHERWIN WILLIAMS	#7024 ECLIPSE GRAY	
CI-6	PAINT COLOR	SHERWIN WILLIAMS	#7015 IRON ORE GRAY	
CI-7	PAINT COLOR	SHERWIN WILLIAMS	#7010 WORLDLY GRAY	
CI-8	PAINT COLOR	SHERWIN WILLIAMS	#7757 HIGH REFLECTIVE WHITE	
PNT	PAINT SYSTEM	BY CONTRACTOR		SEE PAINT SYSTEMS SCHEDULE ON THIS SHEET. REFER TO SPEC SECTION 099100 FOR PRODUCT REQUIREMENTS.

INTERIOR PAINT SYSTEM SCHEDULE

PT #:	SYSTEM:	SUBSTRATE:	COLOR:	REMARKS:
PT-1	LATEX EGGSHELL	CONCRETE BLOCK	CI-8	EXPOSED CMU IN BACK ROOM WHEN APPLICABLE
PT-2	DRY-WALL	EXPOSED STEEL, WOOD, DUCTS, CONDUIT & SOFFITS	CI-1	SALES FLR OVERHEAD w/ EXPOSED STRUCTURE AND DUCTWORK - CABLE ALL PENDELS PRIOR TO PRIME AND PAINT
PT-3	LATEX 30 KG GLOSS	STEEL & CONC.	CI-5 w/ DOORS AND FRAMES CONC. PADLEY BUMPER- CI-5 IN SALES / CI-6 w/ BACK ROOM - SEE DETAIL 7/A-601 CI-6 w/ CG BACK ROOM	
PT-4	LATEX FLAT	GALVANIZED METAL GRILLS	CI-7 w/ WALLS CI-6 w/ BACK ROOM	
PT-5	LATEX EGGSHELL	GYPSUM BOARD	CI-7 w/ RESTROOMS CI-8 w/ BACKROOM UPPER WALLS	
PT-6	LATEX FLAT	GYPSUM BOARD	CI-1 WALLS UPPER WALLS CI-2 w/ SALES LOWER WALLS AND SOFFITS CI-7 IN OFFICE AND BREAK ROOM CI-8 IN CLERMONS AND BACK ROOM UPPER	
PT-7	LATEX SEMI-GLOSS	PLYWOOD AND TRIM	CI-6	
PT-8	WATER-BORNE URETHANE	STEEL	CI-6 w/ LOADING DOCK	EDGE OF OVERHEAD DOOR OPENING AND SPACE GUARDS
PT-9	WATER-BORNE EPOXY URETHANE	CONCRETE	CI-6	OPTIONAL FLOOR OF COOLER ONLY WHEN REQUIRED BY CONSTRUCTION MANAGER
PT-10	WATER-BORNE EPOXY	CONCRETE	CI-1	WARNING STRIPING w/ BACKROOM TIPP w/ FLAT BOOM, MANAGER'S DESK, AND POWER EQUIPMENT. STRIPING TO BE 4" WIDE w/ 12" SPACING IN-BETWEEN

EXTERIOR PAINT SYSTEM SCHEDULE

PT #:	SYSTEM:	SUBSTRATE:	COLOR:	REMARKS:
PT-13	LATEX SATIN	CAST CONCRETE	AS SELECTED BY OWNER	EXPOSED FOUNDATION WALLS WHERE NOTED
PT-16	URETHANE GLOSS	CONCRETE BLOCK	AS SELECTED BY OWNER	DUMPSTER INTERIOR ENCLOSURE WALLS ONLY WHERE SHOWN OR REQUIRED BY CONSTRUCTION MANAGER
PT-17	LATEX SATIN	EXISTING EIFS STUCCO	AS SELECTED BY OWNER	ONLY WHEN SHOWN OR REQUIRED BY CONSTRUCTION MANAGER
PT-18	LATEX SATIN	P.T. WOOD	AS SELECTED BY OWNER	DUMPSTER ENCLOSURE ROOF FRAMING WHERE SHOWN OR REQUIRED BY CONSTRUCTION MANAGER
PT-19	LATEX GLOSS	STEEL	CI-5 OR AS SELECTED BY OWNER	LINTELS, RAILINGS, GATE FRAMES, CART GUARDS, ROLLERS, OVERHEAD DOOR FRAMES, MISC. EXPOSED STEEL
PT-20	LATEX OVER ACRYLIC/URETHANE PRIMER SYSTEM	CMU	AS SELECTED BY OWNER	EXPOSED CMU

THERMAL INSULATION SCHEDULE

LOCATION	MIN. R VALUE	INSULATION TYPE	DESIGN STANDARD	REMARKS
UNDER SLABS	20	TYPE IV EXTRUDED POLYSTYRENE BOARD INSULATION		PROVIDE UNDER FOOTER SLAB
PERIMETER WALL INSULATION (SUPPORTING BACKFILL)	10	EXTRUDED POLYSTYRENE FOAM BOARD INSULATION	DOW STYROFOAM PERIMATE	PROVIDE AT FOUNDATION PERIMETER AS SHOWN ON DRAWINGS
CONTINUOUS WALL INSULATION	13.1	FOIL-FACED, POLYISOCYANURATE BOARD INSULATION	DOW THERMAX XARMOR ICB EXTERIOR INSULATION	PROVIDE AT EXTERIOR STUD FACE OF EXTERIOR PERIMETER WALLS AS SHOWN ON DRAWINGS
CONCEALED BUILDING INSULATION	14.3 3.7/INCH	OPEN-CELL SPRAY POLYURETHANE FOAM	ICYNENE CLASSIC (ID-C-50)	PROVIDE AT PERIMETER WALL STUDS AS SHOWN ON DRAWINGS - THERMAL BARRIER OF EITHER 1/2" GYP. BD. OR INTUMESCENT COATING REQUIRED. SEE SPECIFICATIONS.
METAL STUDS & GYP BD PARTITIONS	N/A	SOUND ATTENUATION BLANKETS		PROVIDE PER ROOM FINISH SCHEDULE
CONCEALED SPACES	3.7/INCH	OPEN-CELL SPRAY POLYURETHANE FOAM	ICYNENE CLASSIC (ID-C-50)	
ROOF INSULATION	24	POLYISOCYANURATE BOARD INSULATION	CLOSE-CELL FOAM CORE THERMAL REINFORCED ORGANIC FELT FACERS	CONFIRM REQUIRED INSULATION THICKNESS TO OBTAIN R-VALUE WITH MANUFACTURER

INSULATION NOTES:

1. MINIMUM R VALUE BASED ON CLEAR FIELD CENTER THERMAL RESISTANCE VALUE PER ASTM C1289

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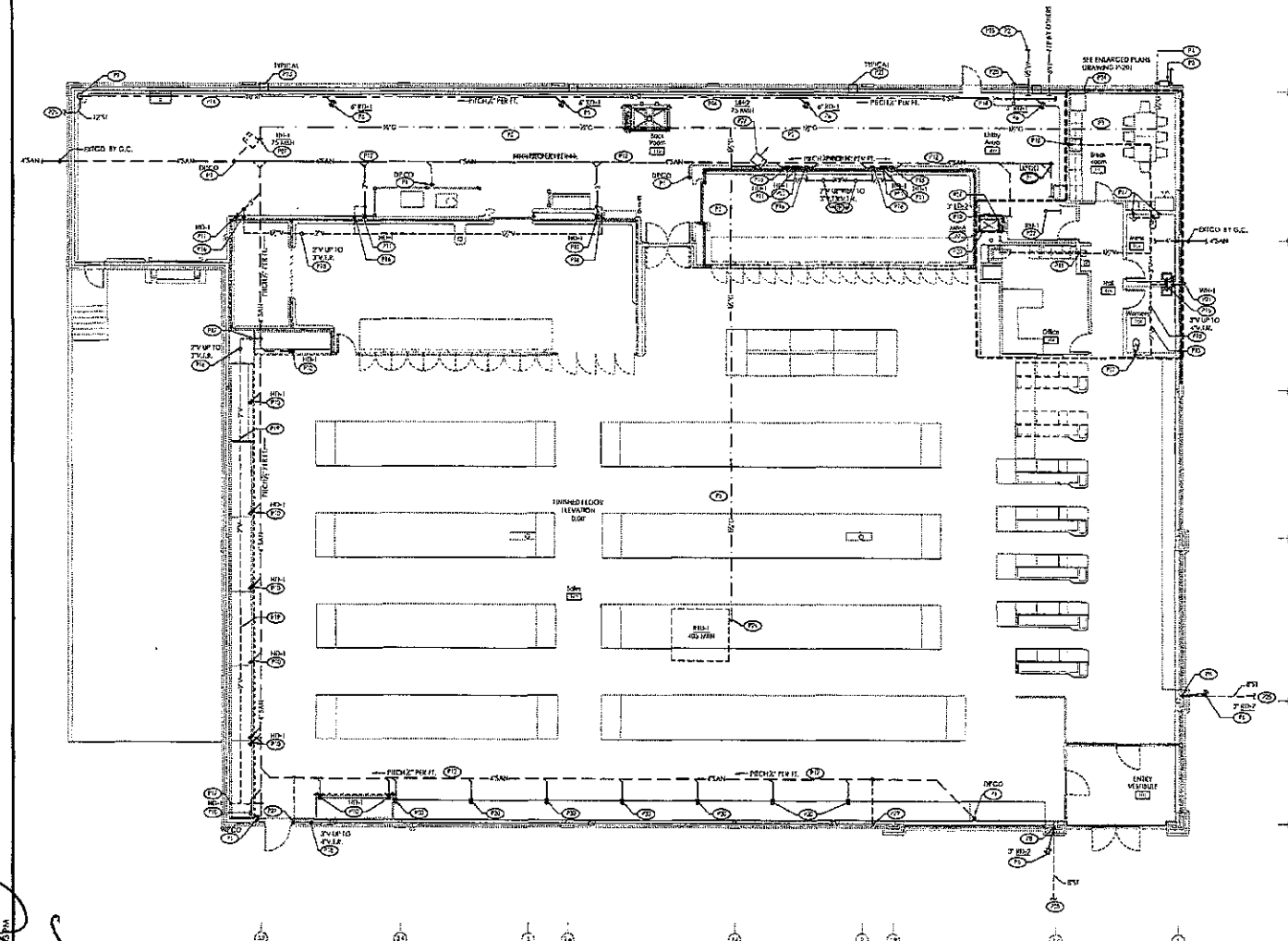

1 Plumbing Floor Plan
SCALE: 1/8" = 1'-0"

GENERAL PLUMBING NOTES:

1. PRIOR TO BID, P.C. AND G.C. SHALL VERIFY SANITARY SEWER SYSTEM LOCATION, ROUTING, PITCHES, INVERTS, SIZES AND TIE-IN POINTS. ALL SEWER SYSTEM INFORMATION SHALL BE COORDINATED WITH ALDI, INC. REPRESENTATIVE AT TIME OF BID WALK-THROUGH. INFORM PLUMBING ENGINEER OF ANY AND ALL DISCREPANCIES FROM WORKS SHOWN ON PLUMBING DRAWINGS PRIOR TO BID DATE.
2. GAS METER BY UTILITY CO. PROVIDE CONCRETE PAD UNDER METER AS REQUIRED BY THE UTILITY CO. 350 MBH TOTAL LOAD AND 10"W.C. MIN. AT GAS METER. PIPE SIZES BASED ON INTERNATIONAL FUEL GAS CODE, 0.5 INCH W.C. PRESSURE DROP AND 0.6 S.G.
3. MAIN GAS SHUT-OFF VALVE ON VERTICAL OFFSET TAGGED AND LABELED. SHOP ART.
4. ROUTE GAS LINE UP ALONG WALL, UNDER ABOVE INTERIOR CEILING HEIGHT, AND ROUTE TIGHT TO UNDERSIDE OF JOISTS.
5. ALL GAS PIPING SHALL BE INSPECTED AND TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF INTERNATIONAL FUEL GAS CODE SECTION 406.1.
6. ALL WATER PIPING SHALL BE ROUTED AWAY FROM ELECTRICAL EQUIPMENT WHERE NEVER POSSIBLE. REFER TO P-501 GENERAL NOTES 5 & 6 FOR ROUTING INFORMATION.
7. ALL ELEVATIONS ARE TAKEN FROM FINISHED FLOOR 0'-0"
8. 0'-0" = 100.00'

PLUMBING PLAN KEYNOTES:

P1 PROVIDE DECK PLATE CLEANOUT.

P2 1/2" WATER SERVICE FROM BELOW GRADE. CONNECT TO SITE PIPING. REFER TO SITE UTILITY DRAWINGS FOR CONTINUATION AND COORDINATION. SIZE IS TO WATER SERVICE DETAIL A1P-401.

P3 PROVIDE GAS METER WITH GAS REGULATOR. CONNECT TO UNDERGROUND GAS SERVICE BY GAS COMPANY. GAS METER SHALL BE MINIMUM CAPACITY OF 350 MBH. GAS METER AT GARAGE SHALL BE 10" W.C. MINIMUM INLET PRESSURE REQUIRED AT METER'S P.R.V.C.. REFER TO DETAIL B1P-401.

P4 PROVIDE 90'G FROM GAS METER TO 11'-0 ABOVE GRADE INTO BUILDING. SECURE GAS PIPING TIGHT TO EXTERIOR WALL. REFER TO ISOMETRIC B2P-301.

P5 PROVIDE GAS PIPING, ROUTE AT UNDERSIDE OF STEEL.

P6 PROVIDE ROOF DRAIN.

P7 PROVIDE MOP BASIN WITH FAUCET ON WALL. PROVIDE 3/4"CW, 3/4"HW, 3" DRAIN WITH 2"V.

P8 PROVIDE 3" PVC DOWNSPOUT FROM CANOPY TO 8'-0" BELOW GRADE. PROVIDE WALL CLEANOUT WITHIN PLANTER 2'-0" ABOVE FINISHED GRADE.

P9 PROVIDE 10"S.T.P.R. THRU T.O.F. WITH CLEANOUT IN ROOF 24" A.F.F., INCREASE TO A 12"S.T.P.R. AND ROUTE BELOW FLOOR SLAB AS SHOWN. COORDINATE WITH TIME CONTRACTOR FOR EXACT EXIT LOCATION AND INVERT. MAKE FINAL CONNECTION TO SITE PIPING.

P10 PROVIDE 3" HUB DRAIN, MH-1, FOR CASE CONDENSATE. COORDINATE WITH REFRIGERATION CONTRACTOR, G.C., AND ALDI'S REFRIGERATION REPRESENTATIVE SUCH THAT A CODE COMPLIANT AIR GAP IS MAINTAINED FROM ITS ROUGH-IN. REFER TO DETAIL B1P-401 AND LOCATION PLAN P-102.

P11 PROVIDE 3" HUB DRAIN, MH-1, FOR COOLER/FREEZER CONDENSATE. COORDINATE WITH REFRIGERATION CONTRACTOR, G.C., AND ALDI'S REFRIGERATION REPRESENTATIVE SUCH THAT A CODE COMPLIANT AIR GAP IS MAINTAINED FROM ITS ROUGH-IN. REFER TO DETAIL B1P-401 AND LOCATION PLAN P-102.

P12 PROVIDE SANITARY PIPING BELOW FLOOR.

P13 PROVIDE VENT PIPING ABOVE CEILING.

P14 PROVIDE ROOF STORM DRAINAGE PIPING. ROUTE AS HIGH AS POSSIBLE, PITCH 1/4" PER FOOT TOWARDS LEADER.

P15 PROVIDE FLOOR DRAIN. LOCATE DRAIN TO BE CLEAR OF PALLET BUMPER.

P16 PROVIDE 2"V UP.

P17 PROVIDE 3"V UP.

P18 PROVIDE VENT THROUGH ROOF.

P19 VENT PIPING LOCATION SHOWN FOR CLARITY ONLY. MOUNT VENT MAX AT +7'-10" AFF AND HOLD TIGHT TO WALL ABOVE MULTIPLEX UNITS. PITCH BACK TO SANITARY LINE AS REQUIRED. COORDINATE WITH REFRIGERATION CONTRACTOR.

P20 SEE DETAIL A3P-401 FOR SWH-1 PIPING DETAIL & HW & CW PIPING SCHEMATIC DRAWN TO ARE-A. PROVIDE TRAP GUARD INSERT FOR FLOOR DRAIN.

P21 PROVIDE 150' ANSI WET LOCKABLE BOX WALL HYDRANT, MOUNT 18" ABOVE FINISHED GRADE. PROVIDE WITH TWO (2) EXTRA KEYS.

P22 PROVIDE ROOF HYDRANT AT A MINIMUM OF DISTANCE OF 4'-0" FROM ROOF HATCH OPENING.

P23 SCUPPER, BY G.C. WELD FOR SECONDARY ROOF DRAINAGE.

P24 REFER TO ENLARGED PLANS DRAWING P-301 FOR PIPING WITHIN AREA AND DRAWING P-501 FOR ISOMETRIC DIAGRAMS.

P25 REFER TO SITE UTILITY DRAWINGS FOR CONTINUATION OF PIPING. P.C. SHALL MAKE FINAL CONNECTIONS TO SITE PIPING. COORDINATE WITH G.C. FOR CONNECTIONS.

P26 PROVIDE GAS PIPING UP THRU ROOF TO RTU. PROVIDE WITH DRIP LEG AND PLUG AND SHUT-OFF VALVE. MAKE FINAL CONNECTION TO UNIT. REFER TO ISOMETRIC B2P-301 AND DETAIL B2P-401.

P27 PROVIDE GAS PIPING TO UNIT HEATER. PROVIDE WITH DRIP LEG AND ISOLATION SHUT-OFF VALVE. MAKE FINAL CONNECTION TO UNIT. REFER TO ISOMETRIC B2P-301 AND DETAIL B2P-401.

P28 PROVIDE 4" CRV DISCHARGE CONTROLLER PRESSURE. REFER TO A1P-401 FOR DETAIL.

P29 ROUTE 3" VENT PIPING BELOW SLAB TO LOCATION SHOWN. RUN VENT PIPING UP WITHIN STEEL WALL CAVITY. OFFSET AT BOTTOM OF BEAM AND THROUGH ROOF. REFER TO P-301 FOR ISOMETRIC DETAILS.

P30 PROVIDE HUB DRAIN FOR FUTURE USE WITH CAP (MH-C). REFER TO P-501 FOR FUTURE CAP SPECIFICATIONS.

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Plumbing Floor Plan
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	P-101
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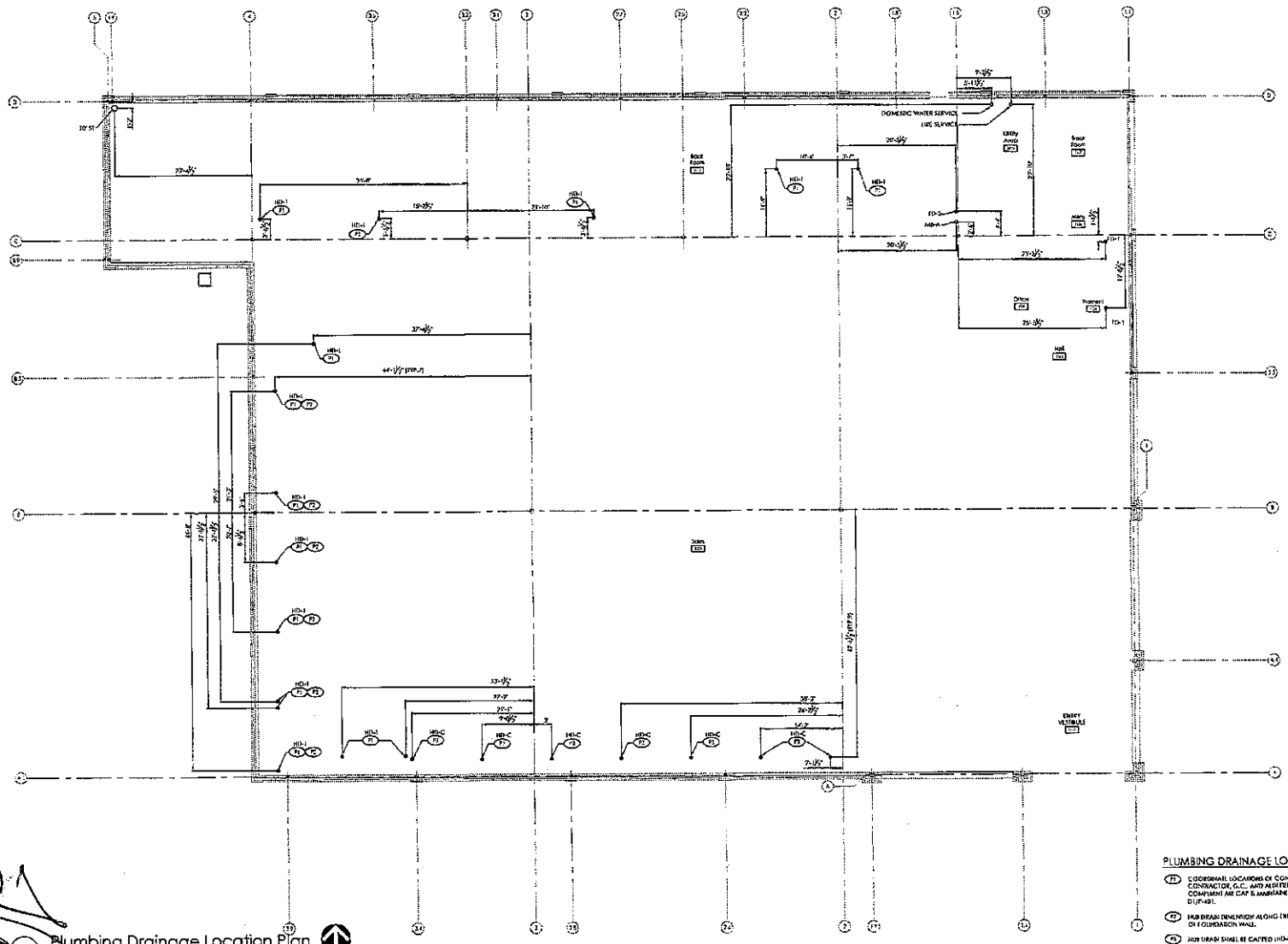

Plumbing Drainage Location Plan

SCALE: 1/8" = 1'-0"

NORTH

PLUMBING DRAINAGE LOCATION PLAN KEYNOTES:

(P1) COORDINATE LOCATIONS OF CONDENSATE DRAINS WITH REFRIGERATION CONTRACTOR, G.C. AND ARCHITECT REPRESENTATIVE SUCH THAT A CODE COMPLIANT AIR GAP IS MAINTAINED PRIOR TO ROUGH-IN. REFER TO DETAIL D1/P-401.

(P2) HUB DRAIN DENOTED ALONG EXTERIOR WALL SHALL BE FROM EXTERIOR FACE OF FOUNDATION WALL.

(P3) HUB DRAIN SHALL BE CAPPED (HD-C) FOR FUTURE USE.

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Plumbing Drainage Location Plan
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Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	P-102
Scale: As Noted	Drawing No.

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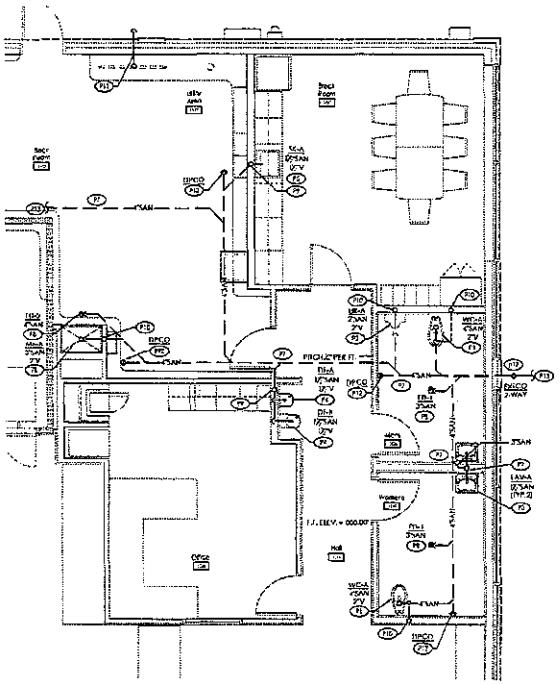


NOTE:
ALL ELEVATIONS ARE TAKEN FROM FINISHED FLOOR (0'-0" = [illegible])

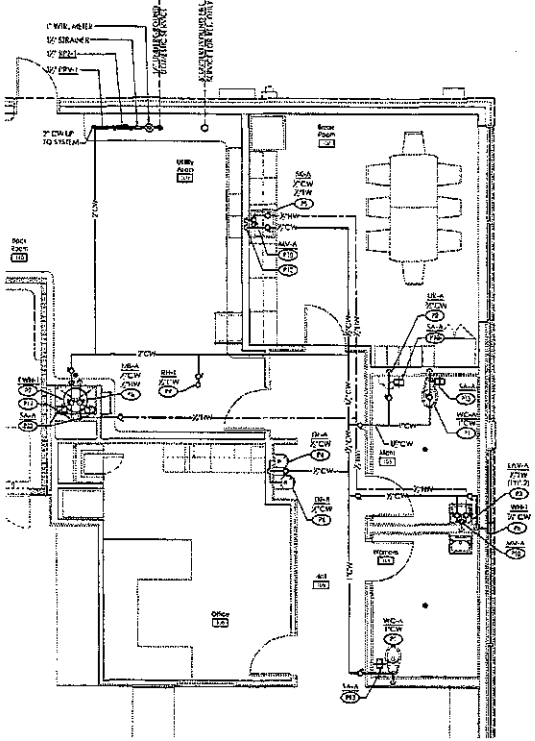
ENLARGED PLUMBING PLAN KEYNOTES (D1):

(P1) PROVIDE WATER CLOSET AND PIPING CONNECTIONS.
(P2) PROVIDE URINAL AND PIPING CONNECTIONS.
(P3) PROVIDE LAVATORY AND PIPING CONNECTIONS.
(P4) PROVIDE DRINKING FOUNTAIN AND PIPING CONNECTIONS.
(P5) PROVIDE SINK AND PIPING CONNECTIONS.
(P6) PROVIDE MOP BASIN AND PIPING CONNECTIONS.
(P7) PROVIDE SANITARY PIPING BELOW FLOOR.
(P8) PROVIDE FLOOR DRAIN WITH TRAP GUARD INSERT.
(P9) 12"V UP, REFER TO SANITARY ISOMETRIC DIAGRAM D1/P-501 FOR CONTINUATION.
(P10) 2"V UP, REFER TO SANITARY ISOMETRIC DIAGRAM D1/P-501 FOR CONTINUATION.
(P11) ROUTE 4" SRP DISCHARGE TO EXTERIOR. REFER TO WATER SERVICE DETAIL A1 ON P-401.
(P12) PROVIDE CLEANOUT.
(P13) REFER TO PLUMBING DRAWING P-101 FOR CONTINUATION.

SANITARY NOTE:

PRIOR TO BID, P.C. AND G.C. SHALL VISIT SANITARY SEWER SYSTEM LOCATION, ROUTING, PIPING, INVERT, SLOPE AND TIE-IN POINT. ALL SEWER SYSTEM INFORMATION SHALL BE COORDINATED WITH ALDI, INC. REPRESENTATIVE AT TIME OF BID WALK-THROUGH. INFORM PLUMBING ENGINEER OF ANY AND ALL DISCREPANCIES FROM WORK SHOWN ON PLUMBING DRAWINGS PRIOR TO BID DATE.

D1 Sanitary Enlarged Plan
SCALE: 1/4" = 1'-0"



ENLARGED PLUMBING PLAN KEYNOTES (B1):

(P1) PROVIDE WATER CLOSET AND PIPING CONNECTIONS.
(P2) PROVIDE URINAL AND PIPING CONNECTIONS.
(P3) PROVIDE LAVATORY AND PIPING CONNECTIONS.
(P4) PROVIDE DRINKING FOUNTAIN AND PIPING CONNECTIONS.
(P5) PROVIDE SINK AND PIPING CONNECTIONS.
(P6) PROVIDE MOP BASIN AND PIPING CONNECTIONS.
(P7) PROVIDE RECIRC WATER HEATER. REFER TO ARCHITECTURAL DRAWINGS FOR WATER HEATER SHELF.
(P8) PROVIDE 72" ANTI-FREEZE LOCKABLE BOX WALL HYDRANT, MOUNT 18" ABOVE FINISHED GRADE.
(P9) PROVIDE ROOF HYDRANT AT A MINIMUM OF DISTANCE OF 4'-0" FROM ROOF HATCH OPENING.
(P10) PROVIDE TEMPERING MIXING VALVE, MOUNT ABOVE CEILING IN ACCESSIBLE LOCATION.
(P11) REFER TO SITE UTILITY DRAWINGS FOR CONTINUATION OF PIPING. P.C. SHALL MAKE FINAL CONNECTIONS TO SITE PIPING. COORDINATE WITH S.C. FOR CONNECTIONS.
(P12) PROVIDE 3/4"HW & 3/4"CW STUB-IN WALL TO SINK.
(P13) PROVIDE WATER HAMMER SHOCK ABSORBER ABOVE UNIT SERVED. LOCATION SHOWN FOR CLARITY PURPOSES ONLY.
(P14) PROVIDE 3/4"CW & 3/4"HW STUB-IN WALL TO MOP BASIN.

GENERAL DOMESTIC WATER NOTES:

1. REFER TO DETAIL A1/P-401 AND ISOMETRIC DIAGRAM B1/P-501.
2. PROVIDE ISOMETRIC CW & HW PIPING. PIPING SHALL BE COPPER OR CPVC WATER SUPPLY PIPING. CPVC PIPING SHALL BE APPROVED FOR POTABLE WATER SYSTEMS.
3. ROUTE CW & HW SUPPLY PIPING ABOVE CEILING.
4. ALL WATER PIPING SHALL BE ROUTED AWAY FROM ELECTRICAL EQUIPMENT WHERE POSSIBLE. REFER TO P-501 GENERAL NOTES FOR ROUTING INFORMATION.

B1 Domestic Water Enlarged Plan
SCALE: 1/4" = 1'-0"

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Enlarged Plumbing Plans
Drawing Name:

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Drawn By: XXX
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Proj. No.
P-201
Drawing No.

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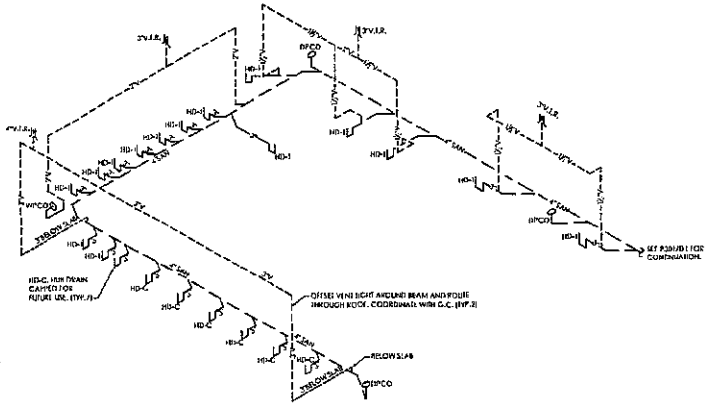

D2 Sanitary Isometric Diagram (Back Room)
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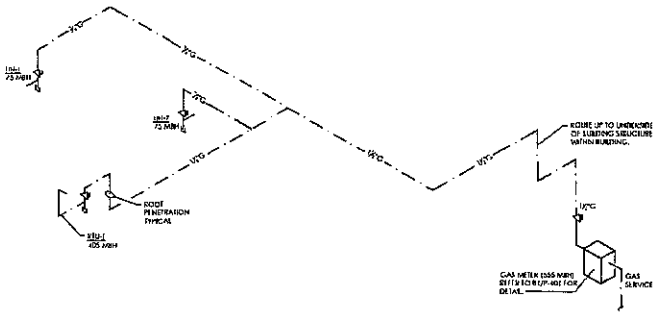
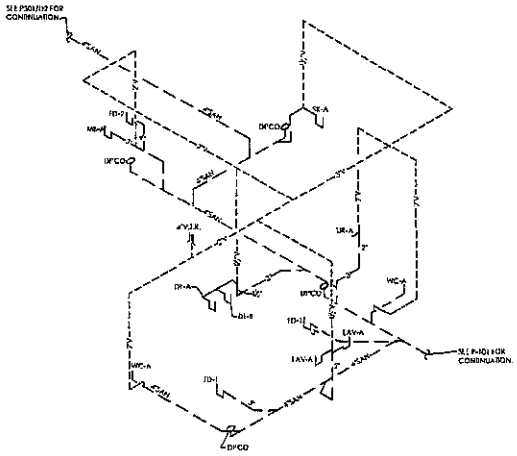


B2 Gas Isometric Diagram
NO SCALE



D1 Sanitary Isometric Diagram (Office Area)
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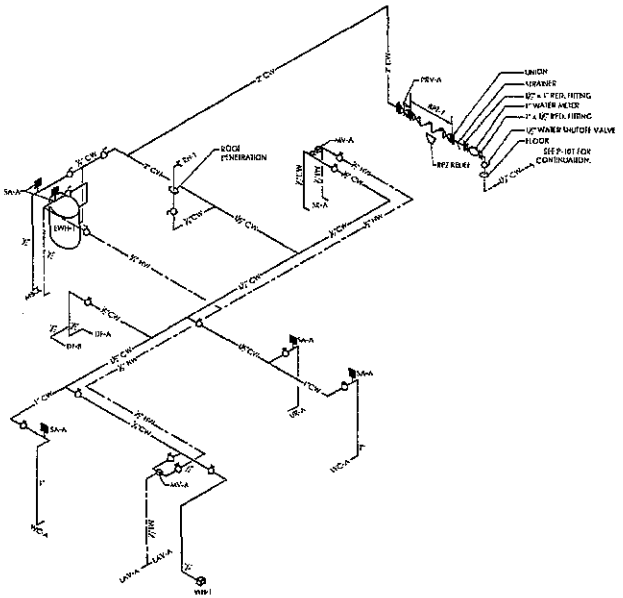

B1 Domestic Water Isometric Diagram
NO SCALE

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Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
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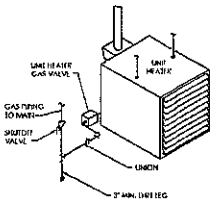
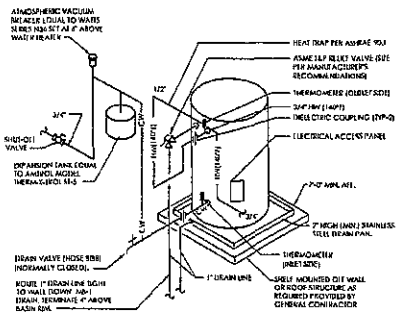
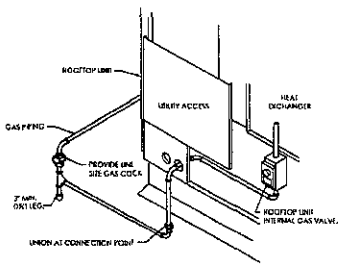


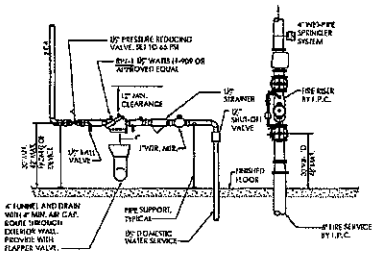
B3 Unit Heater Gas Piping Detail
SCALE: NONE



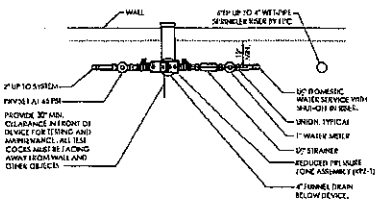
A3 Water Heater Piping Diagram
SCALE: N.T.S.



B2 Rooftop Unit Gas Piping Detail
SCALE: NONE



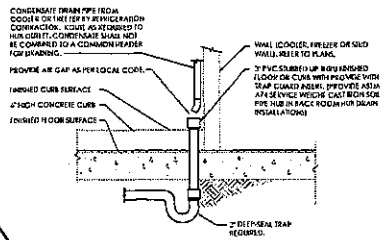
Elevation View



Plan View

Detail Notes

1. RPZ SHALL BE ADEQUATELY SUPPORTED TO PREVENT LATERAL MOVEMENT. PIPE HANGERS, BRACES, SADDLES, PEGS, ETC., SHOULD BE USED TO SUPPORT THE RPZ AND SHOULD BE PLACED IN A MANNER THAT WILL NOT OBSTRUCT ITS FUNCTION OR OPERATE WITH ACCESS TO THE RPZ.
2. LOCATION OF RPZ SHALL BE HEATED AND WELL LIGHTED.
3. PROVIDE THE FOLLOWING CLEARANCES AROUND THE BACKFLOW PREVENTION DEVICE:
   12" MIN. ABOVE DEVICE.
   30" MIN. IN FRONT OF DEVICE.
   12" MIN. AROUND DEVICE.



D1 Condensate Drain Connection Detail
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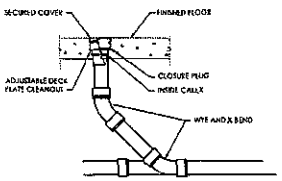
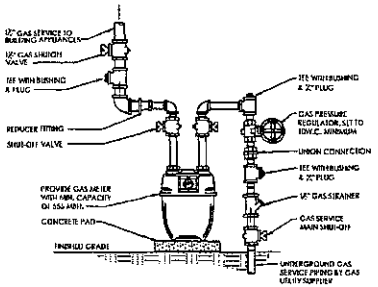


C1 Deck Plate Cleanout Detail
SCALE: NONE



B1 Gas Service Detail
SCALE: N.T.S.

A1 Water Service Detail
SCALE: N.T.S.

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Plumbing Details
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Date: Date
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P-401
Drawing No.

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PLUMBING MATERIAL LIST

NOTES:

1. ANY SUBSTITUTIONS TO THE SPECIFIED MATERIALS AND/OR EQUIPMENT MUST BE APPROVED BY OWNER BEFORE BIDDING AND ANY SUBSTITUTIONS SHALL BE STATED ON THE BID. IF NO SUBSTITUTIONS ARE NOTED ON THE BID, PROVIDED MATERIALS AND/OR EQUIPMENT SHALL BE FURNISHED EXACTLY AS SPECIFIED WITH NO EXCEPTIONS.
2. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION FOR ALL ABOVE EQUIPMENT/DEVICES LISTED ABOVE FOR COMPLETE INSTALLATION, MOUNTING AND CONNECTION REQUIREMENTS.

FIXTURE	SYMBOL	DESCRIPTION
WATER CLOSET	WC-A	WATER CLOSET - AMERICAN STANDARD MADERA #3461.128 WITEORE CHINA, FLOOR MOUNTED, 30" SPUD, ELONGATED BOWL, RIM 17 1/4" ABOVE FLOOR FOR WHEELCHAIR USE, ROLL CAPS, SLOAN SOLAR POWERED, SENSOR OPERATED FLUSH VALVE WITH BATTERY BACKUP SOLO 8111-1.28 WITH 1.28 GPF, 3/8" ANGLE SUPPLY AND STOP AND 10" TOP SPUD CONNECTION AND SHALL BE CHROME PLATED, ADA COMPLIANT, VACUUM BREAKER, FACTORY SUPPLIED BATTERIES FOR BACK-UP ONLY, LOW BATTERY INDICATOR LIGHT, WALL AND SPUD FLANGES, WHITE HEAVY DUTY MOLDED WOOD PLASTIC ELONGATED SEAT WITH OPEN FRONT - BEMIS 1955.
URINAL	UR-A	URINAL - AMERICAN STANDARD "WASHBROOK" 6590.001EC, FLUSH VALVE TYPE, 0.5 GPF WHITE VITREOUS CHINA, WASHOUT, 3/4" TOP SPUD, 2" OUTLET, ELONGATED - 14" RIM, FURNISH CARRIER WITH TOP AND BOTTOM BRACING PLATES, BOLT SECURELY TO FLOOR, SLOAN SOLAR POWERED, SENSOR OPERATED FLUSH VALVE WITH BATTERY BACKUP SOLO 8186-0.5 GPF, 3/4" INLET, SHALL BE CHROME PLATED, WITH SCREWDRIVER BACK CHECK ANGLE STOP VALVE, ADA COMPLIANT, VACUUM BREAKER, FACTORY SUPPLIED BATTERIES FOR BACK-UP ONLY, LOW BATTERY INDICATOR LIGHT, WALL AND SPUD FLANGES, MOUNT 53 1/2" AFF TO RIM AND VALVE HANDLE AT 44" AFF MAXIMUM. PROVIDE REMOVABLE STAINLESS STEEL SECURITY PANEL MOUNTED AT 60" AFF MAXIMUM.
LAVATORY	LAV-A	LAVATORY - AMERICAN STANDARD "MICHELOTTI" 0356.401, 20"x18" VITREOUS CHINA, WALL HUNG WITH SINGLE CENTER HOLE FOR FAUCET, AMERICAN STANDARD 7722.018 OFFSET BATH CE ASSEMBLY WITH GRID DRAIN, SUPPLY WITH ANGLE STOPS, ADA CHROME PLATED CAST BRASS TRAP WITH C.O. WADE W0078 FLOOR MOUNTED CARRIER WITH CONCEALED ARMS ONLY, WALL BRACKET WILL NOT BE ACCEPTABLE. INSTALL TAMPER C.O. DRAT, STOP, VIEW AND SUPPLIES EXACTLY AS SHOWN AS POSSIBLE TO WALL FOR WHEELCHAIR USE. INSTALL AS PER SPEC. PROVIDE WITH SLOAN MODEL SF-2400 ELECTRONIC SENSOR ACTUATED HAND WASHING FAUCET WITH BATTERY POWERED INTEGRATED SENSOR WITH ADJUSTABLE RANGE, 4" CENTERS, SINGLE TEMPERED WATER SUPPLY CONNECTION AND 0.2 GPM VANDAL RESISTANT AERATOR, AND ADA COMPLIANT.
SINK	SK-A	SINK - ELKAY SLRAD1921 6-OR, 14"x18"x6" STAINLESS SINGLE COMPARTMENT, 20GA., TYPE 304 (18-8) STAINLESS STEEL SELF-RIMMING, THREE FAUCET HOLES, 3.5 GPM STRAINER DRAIN AND OFFSET BASKET CE, ASSEMBLY AMERICAN STANDARD 6409.EP0 EDGE TYPE FAUCET WITH 8" SPOUT, AERATOR & WRISTBLADE HANDLES, 17 GA. C.P. BRASS CONTINUOUS WASTE, ADJ., CHROME PLATED CAST BRASS TRAP, INSULATE AS PER SPEC.
MOP BASIN	MB-A	MOP BASIN - ELKAY MSB-3624, 36"x24"x10", MOLDED STONE INTEGRAL 3" DRAIN AND STAINLESS STEEL STRAINER. AMERICAN STANDARD 8344.212 FAUCET WITH VACUUM BREAKER, COLOR INDEX, INTEGRAL STOPS, CHROME FINISH AND 6" HOSE. FREE SEAL TRAP.
ELECTRIC WATER HEATER	EWH-1	ELECTRIC WATER HEATER - RHEEM EEVP7055, 70 GALLON CAPACITY, 2.6 KW, 120 VOLTS, 1 PHASE, ULL LISTED, GLASS LINED TANK, THERMOSTAT, MAGNESIUM ANODE ROD, HIGH TEMPERATURE CUT-OFF, HEAT TRAP, DRAIN VALVE AND T & P RELIEF VALVE, PER SELECT VALVE PIPING TO MOP BASIN, MINIMUM 260 PSIG, WITH SIDE CONNECTIONS. UNIT SHALL COMPLY TO ASHRAE 90.2 OR LATEST VERSION.
TEMPERATURE MIXING VALVE	MV-A	MIXING VALVE - WATTS MODEL LF MMV-3", 1.0 PSI PER 5 LBS. DROP AT 2.0 GPM WITH RANGE TEMPERATURE OF 90°F TO 120°F, SET VALVE AT A MAXIMUM 110°F. VALVE TO BE INSTALLED AT EACH LAVATORY AND BREAKROOM SINK AND SHALL MEET ASSE STANDARD 1070. VALVE TO BE LEAD FREE AND CSA B125 CERTIFIED. VALVE SHALL BE BRONZE BODY WITH INTERNAL CHECKS, FILTER WASHERS AND AN ADJUSTMENT CAP WITH LOCKING FEATURE. THE VALVE SHALL BE APPROVED FOR 0.5 GPM WATER FLOW IN ACCORDANCE WITH THE LATEST ASSE-1017.
DRINKING FOUNTAIN	DF-A	DRINKING FOUNTAIN - ELKAY MODEL EDFP217C, SS DRINKING FOUNTAIN, WALL MOUNT WITH SAFETY BUBBLER, FRONT PUSH BAR CONTROL, 1-1/4 DRAIN AND TRAP ASSEMBLY, MOUNT ON ELKAY MODEL MPW200 IN-WALL SUPPORT MOUNTING PLATE WITH MODEL ML-100 IN-WALL CARRIER LEGS.
	DF-B	DRINKING FOUNTAIN - ELKAY MODEL EDFP217C, SS DRINKING FOUNTAIN, WALL MOUNT WITH SAFETY BUBBLER, FRONT PUSH BAR CONTROL, 1-1/4 DRAIN AND TRAP ASSEMBLY, BARRIER-FREE ACCESS, ADA COMPLIANT, MOUNT ON ELKAY MODEL MPW200 IN-WALL SUPPORT MOUNTING PLATE WITH MODEL ML-100 IN-WALL CARRIER LEGS.
	FOR DF-A & B	DRINKING FOUNTAIN MOUNTING EQUIPMENT - PROVIDE ELKAY MODEL MPW200 IN-WALL MOUNTING (CARRIER) PLATE FOR BARREL MOUNTING. PROVIDE ELKAY MODEL ML100 IN-WALL (CARRIER) PLATE MOUNTING LEGS, SECURE TO FROOK.
ANTI-FREEZE WALL HYDRANT	WH-1	ANTI-FREEZE WALL HYDRANT - WOODFORD B65 WITH VACUUM BREAKER, FREEZELESS, AUTOMATIC DRAINING, FLUSH MOUNT WITH WALL BOX AND LOCKING COVER, FURNISH WITH (2) EXTRA KEYS.
WATER HAMMER SHOCK ARRESTER	SA-A	WATER HAMMER DEVICE - EQUAL TO PPP INC. SIZED PER LINE SIZE AND FIXTURE UNITS.
FLOOR DRAIN	FD-1	FLOOR DRAIN - WADE W1100-A, CAST IRON BODY WITH DEEP SEAL TRAP, FLAT GUARD, FLASHING COLLAR AND 6" NICKEL BRONZE ADJUSTABLE TOP, INSTALL DRAINS OUT OF 60'S TRUCK TRAFFIC WAY.
FLOOR DRAIN	FD-2	FLOOR DRAIN - WADE W1100S, CAST IRON BODY WITH SUMP SEAL TRAP, FLAT GUARD, FLASHING COLLAR AND 6" HEAVY DUTY CAST IRON ADJUSTABLE TOP AND GRATE, INSTALL DRAINS OUT OF 60'S TRUCK TRAFFIC WAY.
HUB DRAIN	HD-1	HUB DRAIN - OPTIONS NIKEL CAST IRON HUB DRAIN PIPE, 12x12 INT SIZE, WITH DEEP SEAL TRAP, PROVIDE WITH FLAT GUARD INSERT, INSTALL DRAINS OUT OF 60'S TRUCK TRAFFIC WAY.
HUB DRAIN CAP (FOR FUTURE DRAINS)	HD-C	CLEANOUT - JOSEN C.O. 2400-VP CERNEAL PATTERN, CLEANOUT WITH THREADED ADJUSTABLE HOUSING, TAPERED NICKEL BRONZE COVER, MINIMUM SIZE SHALL BE 3" AND HAVE A 4" MAXIMUM. ADJUST LOCATION TO BE READILY ACCESSIBLE AND OUTSIDE OF THE PATHWAY TO DOORS.
ROOF DRAIN	RD-1	ROOF DRAIN - WADE 3000-65-PIEL, CAST IRON BODY FOR TPO OR FLEXIBLE ROOFING MEMBRANE WITH INTEGRAL CLAMP AND GRAVEL GUARD, OUTLET SIZE AS NOTED ON PLAN WITH 2" SEAL AND UNDERDECK CLAMP.
ROOF DRAIN	RD-2	ROOF DRAIN - WADE 3000-C-S-PIEL, CAST IRON ROOF DRAIN FOR LARGE BODY, HEATING RING, CAST IRON MUSHROOM DOME, OUTLET SIZE AS NOTED ON PLAN WITH 2" SEAL SEE DETAILS.
FLOOR CLEANOUT CONCRETE FLOORS	FCCO	FLOOR CLEANOUT - WADE 4000-X CAST IRON CLEANOUT WITH THREADED ADJUSTABLE HOUSING, TAPERED BRASS PLUG AND ROUND SCORIATED CAST IRON HEAVY DUTY TOP MINIMUM SIZE SHALL BE LINE SIZE UP TO 6" MAXIMUM. ADJUST LOCATION TO BE READILY ACCESSIBLE AND OUTSIDE OF THE PATHWAY TO DOORS. AND EQUAL CLASS SPECIAL DUTY LOADING (ASS).
FLOOR CLEANOUT WITH TILE FLOORS	FTCO	FLOOR CLEANOUT - WADE 4000-T CAST IRON CLEANOUT WITH THREADED ADJUSTABLE HOUSING, TAPERED BRASS PLUG AND ROUND SCORIATED NICKEL BRONZE TOP MINIMUM SIZE SHALL BE LINE SIZE UP TO 6" MAXIMUM. ADJUST LOCATION TO BE READILY ACCESSIBLE AND OUTSIDE OF THE PATHWAY TO DOORS.
WALL CLEANOUT	WFCO	WADE 8565 W/ 8300-A 4" ROUND STAINLESS STEEL ACCESS COVER
EXPANSION TANK		AMTROL EXTREME-IPOE SS-5, 2.1 GAL, MAX ACCEP. FACTOR .41.
FLAPPER VALVE (ON RPZ DISCHARGE)		ZURN MODEL 21199-4-V - CAST IRON BODY, HUB INLET AND OPEN OUTLET
POST HYDRANT	WH-1	WOODFORD S5HMS - HOSE CONNECTION BACKFLOW PREVENTER, MODEL 30R WITH 30" HOST CONNECTION, ASSE 1052 LISTED, 4 SLD 11 GAUGE DUAL CHECK MOLDS AGAINST 55 PSI BACK FLOW PRESSURE, 2" NPT FEMALE INLET CONNECTION, 12" O.S. AND Y GALVANIZED PIPE, MAXIMUM WORKING PRESSURE: 300 PSI, MAXIMUM TEMPERATURE 120°F.
TRUCK WELL SUMP PUMP SYSTEM	SP-1	DUPLEX GRINDER SUMP PUMP SYSTEM - (2) LIBERTY SUBMERSIBLE SINGLE STAGE GRINDER PUMPS MODEL LSG230A, EACH RATED AT 2 HP, 208/230V, 60 HZ., 3 PHASE, 10.6 F.L.A. AT 3450 RPM, EACH UNIT SHALL PERFORM AT 48 GPM AT 44 FEET OF DYNAMIC HEAD, PUMPS SHALL INCLUDE 10" DISCHARGE CONNECTION, NEMA 4X INDOOR DUPLEX CONTROL PANEL WITH FOUR FLOAT SWITCHES AND HIGH WATER ALARM AND WITH INTEGRAL OVERLOAD PROTECTION, STAINLESS STEEL GUIDE RAIL SYSTEM WITH QUICK DISCONNECTS AND PIPING TO ENCLOSE AN INTERNAL BALL CHECK VALVE, DISCHARGE PIPING TO BE SCHEDULE 80 PVC AND FURNISHED WITH A PVC 2" SLAB-TYPE BALL VALVE. PUMPS SHALL BE OF CLASS 25 CAST IRON CONSTRUCTION WITH OIL FILLED MOTOR HOUSING, BUNAN MOLDED DOUBLE LIP SEALS AND O-RINGS, CAST STAINLESS STEEL IMPELLER AND 440 STAINLESS STEEL ROTARY CUTTER AND PLATE WITH 50 BLADES, 25 TUNGSTEN CARBIDE HARDENED CUTTER TEETH. PUMPS EXTERIOR CASTING SHALL BE PAINTED AND PROTECTED WITH POWDER COAT PAINT. SUMP BASIN SHALL BE SUPPLIED BY G.C. AND SHALL BE 36 INCHES MINIMUM DIAMETER, DUPLEX PUMP CONTROL PANEL SHALL BE MOUNTED 48" MIN. ABOVE FINISHED FLOOR ON WALL NEAR SUMP.

PLUMBING LEGEND

SYMBOL & ABBREV	ITEM
CW	COLD WATER
HW	HOT WATER
TW	TEMPERED WATER
G	NATURAL GAS
SAN	SAN. WASTE
V	VENT
ST	STORM DRAIN

SYMBOL	ABBREV	ITEM
	GV	GATE VALVE
	BV	BALL VALVE
	CV	CHECK VALVE
	GC	GAS COCK
	RD	ROOF DRAIN
	DPCO	DECK PLATE CLEAN OUT
	WFCO	WALL PLATE CLEAN OUT
	FD	TRAPPED FLOOR DRAIN
		TEE - UP
		TEE - DOWN
		TEE
		ELBOW - UP
		ELBOW DOWN
		ELBOW
		UNION

GENERAL NOTES:

1. IF REQUIRED BY LOCAL CODE USE CAST IRON PIPE IN LIEU OF PVC PIPE FOR SANITARY AND STORM.
2. ALL FLOOR DRAINS AND CLEANOUTS IN QUARRY AND CERAMIC TILE FLOOR SHALL BE NICKEL BRONZE. FLOOR DRAINS AND CLEANOUTS IN BACKROOM AND UTILITY ROOM WILL BE CAST IRON.
3. IF REQUIRED BY LOCAL UTILITY CO. WATER METER SHALL BE PROVIDED WITH REMOTE READING.
4. CAULK ALL CLEANOUT GRATINGS FLUSH TO AVOID TRAPPING OF DIRT.
5. ALL PIPING AS WALLS SHALL BE WITHIN CURB DEPTH.
6. DOMESTIC WATER PIPING DOWNSTREAM OF PRESSURE REDUCING VALVE MAY USE CPVC FOR POTABLE WATER IN LIEU OF COPPER PIPING.
7. ALL PLUMBING PIPING SHALL BE ROUTED AROUND ELECTRICAL AREAS WHERE POSSIBLE. IF FLOOR DRAINS ARE OVER THE AREA, DRIP PAN SHALL BE INSTALLED UNDER THE PIPING LENGTH OF EACH PIPE OVER THE SENSITIVE AREA OVER THE ROOM. CHANNELING WATER AWAY SO AS TO PREVENT ANY LEAKS IN THE AREA. AT THE LOWER SEGMENT OF DRIP PAN, HOSE DRAIN TO NEAREST APPROVED RECEPTACLE WITH AN APPROVED AIR GAP PER CODE. COMBUSTION SHALL BE VENTED ALL DRAWING PRIOR TO CONSTRUCTION. AND REPORT IF THIS CONDITION EXISTS.

FIXTURE CONNECTION SCHEDULE

DESCRIPTION & SYMBOL		CONNECTION SIZE				
		HOT	TEMPERED	COLD	WASTE	VENT
WATER CLOSET	(WC-A)	—	—	1"	3"	2"
LAVATORY	(LAV-A)	—	3/8"	—	1-1/2"	1-1/2"
SINK	(SK-A)	—	3/8"	3/8"	1-1/2"	1-1/2"
MOP BASIN	(MB-A)	1/2"	—	1/2"	3"	2"
FLOOR DRAIN	(FD)	—	—	—	SEE PLAN	—
HUB (CONDENSATE) DRAIN	(HD-1)	—	—	—	SEE PLAN	SEE PLAN
WATER HEATER	(EWH-1)	3/4"	—	3/4"	—	—
ANTI-FREEZE WALL HYDRANT	(WH-1)	—	—	3/4"	—	—
DRINKING FOUNTAIN	(DF-A & B)	—	—	3/8"	1-1/2"	1-1/2"
URINAL	(UR-A)	—	—	3/4"	2"	2"

* 1/2" ROUGH-IN, 3/8" SUPPLY

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PROJECT DESIGNER DATE

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Contractor shall verify conditions and dimensions of construction for coordination of this drawing with all other trades. Contractor shall report any discrepancies or inconsistencies to the Architect before proceeding with construction.

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Picard Engineering

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(111) 111-1111
222 (111) 111-1111 fax

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Plumbing Schedules
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Drawing No.

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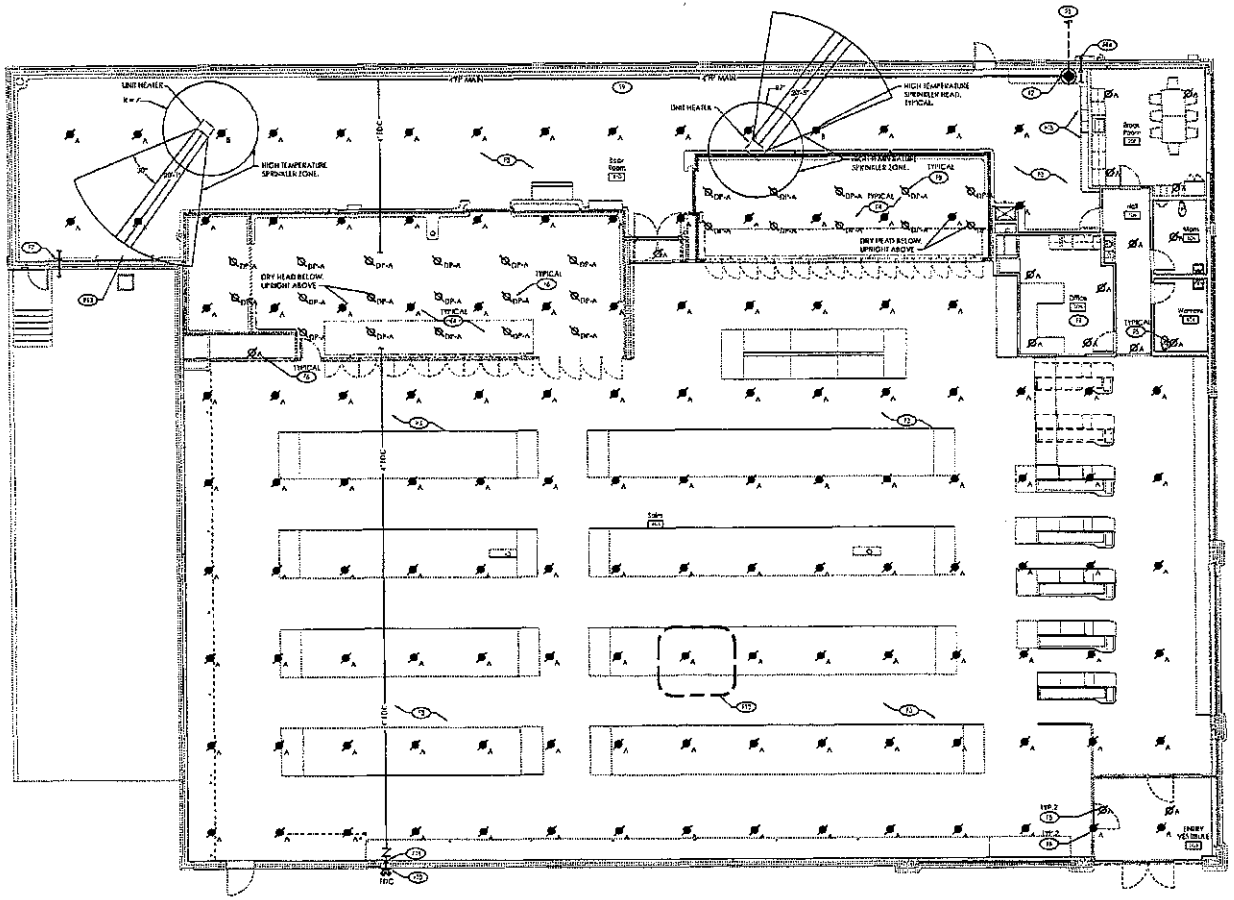
SPRINKLER HEAD SCHEDULE

SYMBOL	DESCRIPTION	ORIFICE SIZE	"K" VALUE	TEMP. °F	FINISH	NOTES
DP-A	PENDANT - TYCO TY4151 (TY3234), OR APPROVED EQUAL	1/2"	5.60	155	WHITE	1,2,3
UP-A	UPRIGHT - TYCO TY4151 (TY3134), OR APPROVED EQUAL	1/2"	5.60	155	CHROME	1
UP-B	UPRIGHT - TYCO TY4151 (TY3134), OR APPROVED EQUAL	1/2"	5.60	200	CHROME	1
DP-A	PENDANT DRY HEAD- DS-1 (TY3256), OR EQUAL	1/2"	5.60	155	CHROME	1,2,4

NOTES:
1. STANDARD RESPONSE
2. PROVIDE RECESSED ESCUTCHEON (WHITE)
3. PROVIDE STAINLESS STEEL CORROSAFLEX FLEXIBLE TUBING TO PENDANT SPRINKLER HEAD ABOVE CEILINGS.
4. PROVIDE SPRINKLER HEAD GUARD.



GENERAL FIRE PROTECTION NOTE:

1. ALL WATER PIPING SHALL BE ROUTED AWAY FROM ELECTRICAL EQUIPMENT WHERE NEVER POSSIBLE. REFER TO FP-201 GENERAL NOTES FOR ROUTING INFORMATION.

FIRE PROTECTION PLAN KEYNOTES:

(F1) PROVIDE 4" UNDERGROUND FIRE PROTECTION WATER SERVICE. CONNECT TO SITE PIPING. REFER TO SITE UTILITY PLANS AND COORDINATE WITH SITE CONTRACTOR.

(F2) PROVIDE FIRE PROTECTION RISER AT 4" FP WATER SERVICE ENTRANCE. REFER TO DETAILS A1/FP-201 & C1/FP-201.

(F3) PROVIDE SPRINKLER SUPPLY PIPING AS REQUIRED TO SERVE ENTIRE BUILDING. PROVIDE 100% SPRINKLER COVERAGE THROUGHOUT BUILDING. HYDRAULICALLY SIZE ALL PIPING.

(F4) PROVIDE DRY-PIPE HEADS (FOR WET-PIPE SYSTEMS) WITH HEAD GUARDS AND LOCATE WITHIN CONCEPT ARCHITECTURE LINES PER A1/FP-115. PROVIDE UPRIGHT WET-PIPE HEADS ABOVE LINES.

(F5) PROVIDE PENDENT HEADS IN CEILING AND/OR SOFFIT.

(F6) PROVIDE UPRIGHT HEADERS ABOVE LAY-IN CEILING BELOW.

(F7) PROVIDE INSPECTOR'S TEST. TERMINATE THRU WALL WITH 45° ELBOW TURNED DN. REFER TO DETAIL D1/FP-201.

(F8) PROVIDE SPRINKLER ESCUTCHEON. COORDINATE LOCATION OF DRY PIPE HEADS WITH REFRIGERATION CONTRACTOR. ANY DRY PIPE HEAD THAT FALLS WITHIN 48" OF EVAPORATOR SHALL BE A HIGH TEMPERATURE HEAD.

(F9) SOLAR 4" MAIN RISE TO BOTTOM OF STEEL. ROUTE BRANCHLINES NO LOWER THAN 3'6" TOP OF INC BOTTOM CORD OF JOISTS. COORDINATE WITH HVAC AND ELECTRICAL CONTRACTOR TO MINIMIZE DEVIATIONS FROM THESE MINIMUMS.

(F10) PROVIDE 4" FDC. REFER TO DETAIL B2/FP-201.

(F11) ACCESS PANEL BY G.C. FOR ALL DRY PIPE SYSTEMS AND MAINTENANCE TO BE COORDINATED WITH G.C. FOR EXACT LOCATION. REFER TO DETAIL B2/FP-201

(F12) COORDINATE LOCATION OF SPRINKLER HEADS WITH RTU DUCT DROPS AND ASSOCIATED DUCT WORK AS REQUIRED TO MAINTAIN CODE REQUIRED FIRE PROTECTION COVERAGE.

(F13) IF UPRIGHT HEADS ARE OBSTRUCTED BY OVERHEAD DOOR WHEN DOOR IS OPEN, PROVIDE ADDITIONAL HEADS BELOW DOOR TO PROVIDE PROPER COVERAGE. LOCATION MUST BE IN ACCORDANCE WITH LOCAL OR GOVERNING CODE.

(F14) PROVIDE 3" DRAIN-OFF MAIN. REFER TO C1/FP-201 FOR DETAIL.

(F15) DO NOT ROUTE ANY FIRE PROTECTION PIPING OVER ELECTRICAL GEAR. COORDINATE NEARBY WORK WITH G.C.

Building Sprinkler Information

OWNER: ALDI, Inc.
Street Name
Any Town, State Zip Code

LOCATION: Aldi - Inc.
Store # Name
Any Town, State Zip Code

OCCUPANCY: Mercantile

HAZARD CLASSIFICATION: Store - Ordinary Hazard Group 2

Sprinkler System Information

SPRINKLER SYSTEM TYPE: Wet-Pipe

MAX. AREA/SPRINKLER: 130 SQ.FT.

FLOW DENSITY: 0.2 GPM/SQ.FT.

AREA OF COVERAGE: 1,500 SQ.FT.

BASIS HOSE DEMAND: N/A

OUTSIDE HOSE DEMAND: 250 GPM

Water Supply Information:

FIRE PROTECTION CONTRACTOR IS RESPONSIBLE FOR OBTAINING HYDRANT FLOW TEST DATA FOR HYDRAULIC CALCULATIONS

D1 Fire Protection Floor Plan
SCALE: 1/8" = 1'-0"

NORTH

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Picard Engineering

ALDI Inc.
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Fire Protection Floor Plan
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	FP-101
Scale: As Noted	Drawing No.

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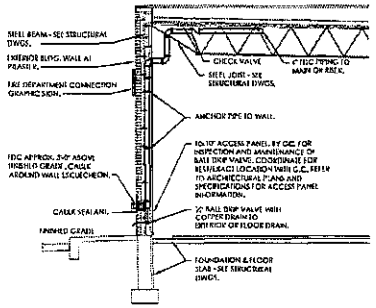
FIRE PROTECTION LEGEND

SYMBOL	ABBREV	ITEM
	FP	FIRE PROTECTION MAIN
		SPRINKLER HEAD - RECESSED PENDANT
		SPRINKLER HEAD - UPRIGHT
		SPRINKLER HEAD - DRY PENDENT
		FIRE RISER WITH VALVING

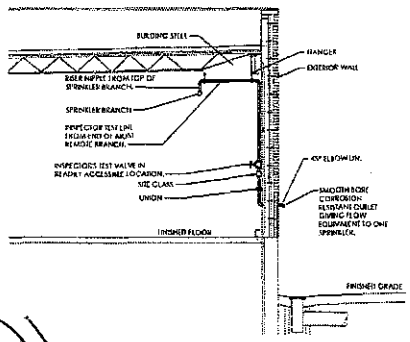
SYMBOL	ABBREV	ITEM
		REDUCER
		CHECK VALVE
		FLOW SWITCH
		TAMPER SWITCH
		TEE - UP
		TEE - DOWN
		TEE
		ELBOW - UP
		ELBOW DOWN
		ELBOW

GENERAL FIRE PROTECTION NOTES:

1. PROVIDE ALL WORK IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL CODES. COORDINATE ALL WORK WITH LOCAL FIRE MARSHAL.
2. SPRINKLER CONTRACTOR SHALL OBTAIN AND PAY FOR ALL STATE AND LOCAL PERMITS REQUIRED FOR HIS WORK, AND SCHEDULE ANY INSPECTIONS REQUIRED BY GOVERNING BODIES AND REGULATIONS.
3. PROVIDE FULL SPRINKLER COVERAGE FOR ALL SPACES IN COMPLIANCE WITH LOCAL, STATE AND FEDERAL CODES, NFPA-13 AND OWNERS INSURANCE CARRIER/UNDERWRITER.
4. COORDINATE FIRE PROTECTION SYSTEM WITH ALL OTHER TRADES, BUILDING CONDITIONS, ETC.
5. ALL PIPING SHALL BE PITCHED BACK TO MAIN WITH SPRINKLER HEADS AS HIGH AS POSSIBLE IN SPACES WITH NO CEILINGS (EXPOSED ROOF STRUCTURE).
6. FIRE PROTECTION CONTRACTOR SHALL PROVIDE DRY PIPE PENDANT HEADS WITH HEAD GUARDS IN THE FREEZER AND COOLERS. FREEZER AND COOLER MANIFOLD SHALL BE RESPONSIBLE FOR SEALING THE SPRINKLER HEAD PENETRATION INTO THE INSULATED BOX.
7. POSITION HEADS TO AVOID LIGHT FIXTURES IN COOLER AND FREEZER AND TO BE LOCATED NO CLOSER THAN 24" TO REFRIGERATION CONDENSING FROM CEILING OF COOLER/ FREEZER OR NO CLOSER THAN 48" TO EVAPORATOR BACK WALL OF THE COOLER/FREEZER. (COORDINATE WITH REFRIGERATION CONTRACTOR).
8. FOR ALL AREAS WITH CEILING GRIDS, PROVIDE SPRINKLERS IN THE CENTER OF QUARTER OF CEILING TILES AND SHALL BE WHITE PAINTED. REFER TO ARCHITECTURAL PLAN FOR CEILING GRID LAYOUT.
9. THE SPRINKLER/FIRE PROTECTION CONTRACTOR SHALL HYDRAULICALLY CALCULATE COMPLETE SPRINKLER SYSTEM.
10. PROVIDE (2) EXTRA HEADS FOR EACH TYPE OF SPRINKLER HEAD AND TEMPERATURE AND ASSOCIATED WRENCHES FOR EACH HEAD SIZE FOR SPARES. PROVIDE SURFACE MOUNTED SPRINKLER HEAD/WRENCH CABINET FOR SPARE HEADS AND WRENCHES. MOUNT HEAD CABINET WITHIN UTILITY ROOM, ADJACENT TO FIRE RISER. CABINET SHALL BE EASILY ACCESSIBLE.
11. FIRE PROTECTION CONTRACTOR SHALL TEST AND FLUSH PIPING.
12. NOTE THAT SPRINKLER HEADS SHOWN ARE FOR REFERENCE ONLY AND THE FIRE PROTECTION CONTRACTOR SHALL DESIGN THE ENTIRE FIRE PROTECTION SYSTEM PER NFPA-13, INCLUDING ALL HEAD LOCATIONS, BRANCH PIPING, MAIN RUNS AND ASSOCIATED PIPE SIZES, HEAD LOCATIONS BY FIRE PROTECTION CONTRACTOR'S DESIGN MAY BE DIFFERENT THAN SHOWN HEREIN.
13. ALL PIPING SHALL BE ROUTED AROUND ELECTRICAL AREAS WHERE POSSIBLE. IF ANY PIPING IS OVER THE AREA, DRIP PAN SHALL BE INSTALLED UNDER THE ENTIRE LENGTH OF EACH PIPE OVER THE SENSITIVE AREA OVER THE COOLER, CHAMFERING WALLS AS REQUIRED TO PREVENT ANY LEAKS IN THE AREA. AT THE LOWER SEGMENT OF DRIP PAN, PROVIDE DRAIN TO NEAREST APPROVED RECEPTACLE WITH AN APPROVED AIR GAP PER CODE. CONTRACTOR SHALL REVIEW ALL DRAWING PRIOR TO CONSTRUCTION, AND REPORT IF THIS CONDITION EXIST.



B2 Fire Department Connection Detail
SCALE: N.T.S.



B Inspector's Test Connection Detail
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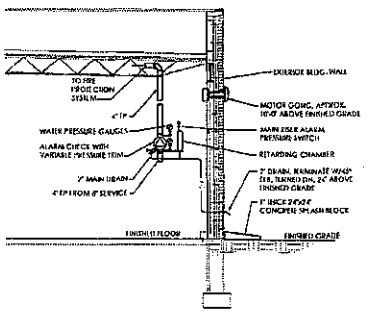

C1 Fire Protection Alarm Check Detail
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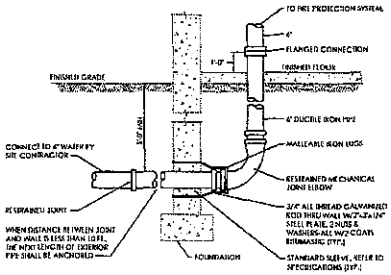

B1 Fire Service Lead-In Detail
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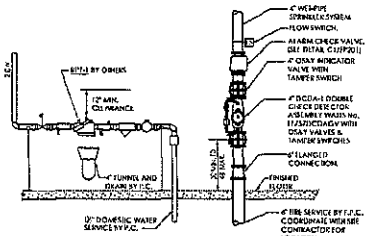

A1 Fire Protection Riser Detail
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Drawing Name:

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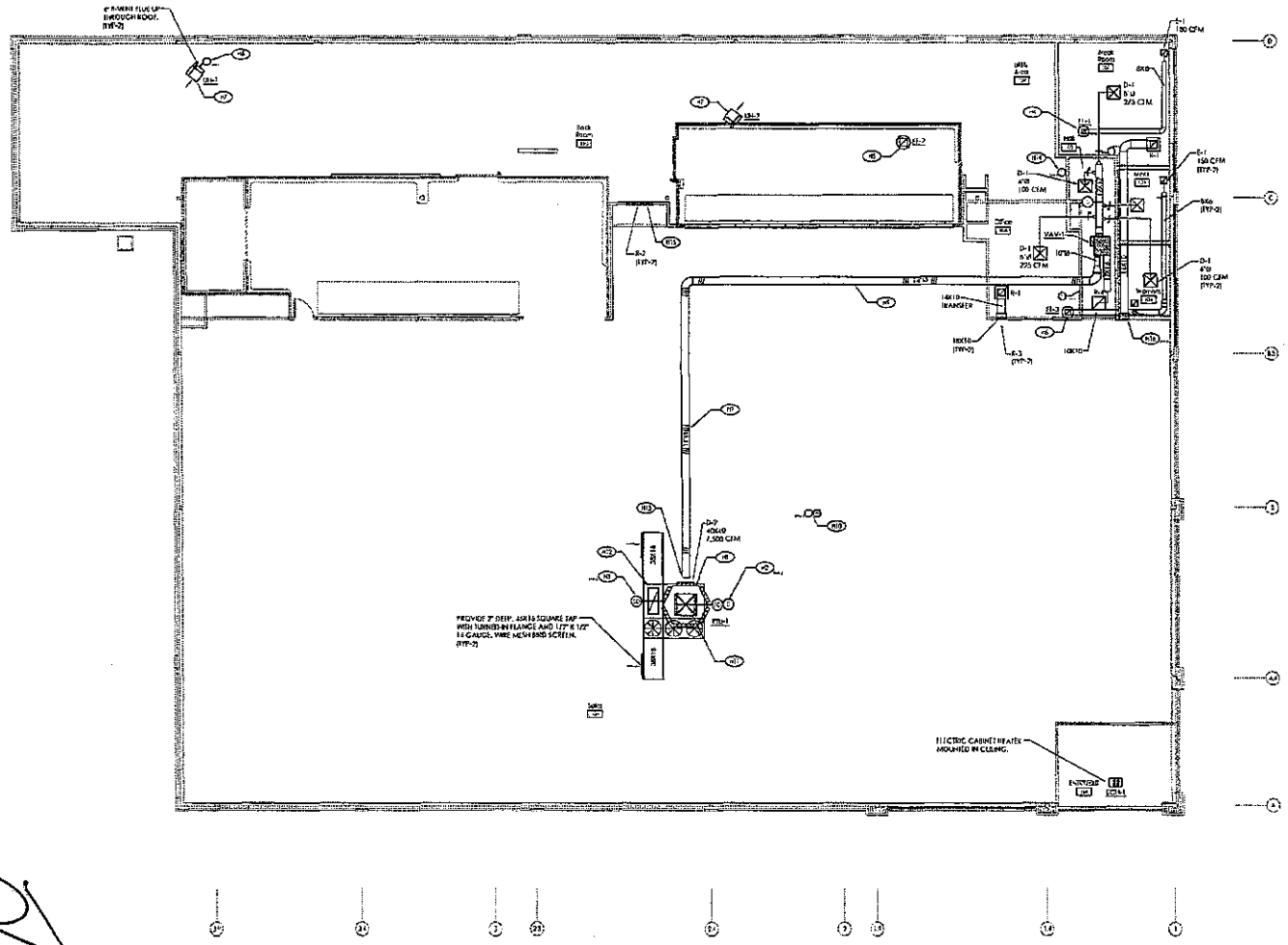

1 HVAC Construction Plan
SCALE: 1/8" = 1'-0"

GENERAL HVAC NOTES:

1. COORDINATE DIFFUSER LOCATIONS WITH REFLECTED CEILING PLAN INCLUDING LIGHTS AND SPRINKLER HEAD LAYOUTS.
2. PROVIDE DUCT MOUNTED SMOKE DETECTORS IN SUPPLY AND RETURN AIR DUCTS AS INDICATED ON THE FLOOR PLAN. DUCT DETECTORS SHALL BE PROVIDED AND INSTALLED IN THE DUCTWORK BY THE MECHANICAL CONTRACTOR AND WIRED BY THE ELECTRICAL CONTRACTOR. DETECTORS SHALL BE COMPATIBLE WITH THE BUILDING FIRE ALARM SYSTEM AND INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
3. COORDINATE 4-WAY SUPPLY DIFFUSER MOUNTING HEIGHT AND LOCATION WITH STRUCTURAL STEEL AND LIGHTS. MOUNT SUPPLY DIFFUSER AS HIGH AS POSSIBLE.
4. TEMPERATURE AND HUMIDITY SENSORS ARE SHOWN FOR REFERENCE ONLY. AN ENERGY MANAGEMENT SYSTEM IS BEING PROVIDED BY SIEMENS, UNDER A SEPARATE CONTRACT BY THE OWNER. THE EMS SHALL BE INSTALLED BY THE REFRIGERATION CONTRACTOR AND THE MECHANICAL CONTRACTOR SHALL COORDINATE WORK WITH THE AHU PROJECT MANAGER AND REFRIGERATION CONTRACTOR.
5. ALL DUCT DIMENSIONS REFER TO NET FREE AREA.
6. ALL MITERED ELBOWS & FITTINGS TO BE PROVIDED WITH TURNING VANES.
7. ALL ROUND DUCTWORK SHALL BE SPIRAL ONLY.
8. PROVIDE VOLUME DAMPERS AT ALL RETURN REGISTER TAKEOFFS.
9. MAXIMUM FLEX DUCT LENGTH SHALL BE 4FT.
10. FIELD VERIFY ALL NEW EQUIPMENT AND SCOPE OF WORK PRIOR TO BIDDING. NOTIFY OWNER IN WRITING 48 HOURS PRIOR TO BID DATE OF ANY QUESTIONS ON SCOPE OF WORK OR CONTRACT DOCUMENTS.
11. PROVIDE 1 1/2" PVC CONDENSATE DRAIN & P-TRAP FOR ALL ROOFTOP UNITS.
12. PROVIDE ACOUSTICAL INSULATION INSIDE ROOFTOP UNIT CURB FOR SOUND ATTENUATION. (TYP)-(A)
13. INSULATE ALL DUCTWORK CONCEALED ABOVE A CEILING AND EXPOSED IN THE BACK ROOM. SEE SPECIFICATION SECTION 230700 - HVAC INSULATION FOR DETAILS.
14. SIEMENS INDUSTRIES, INC. IS PROVIDING AN ENERGY MANAGEMENT SYSTEM UNDER A SEPARATE CONTRACT WITH THE OWNER. THE MECHANICAL CONTRACTOR SHALL COORDINATE DIRECTLY WITH THE SIEMENS PROJECT MANAGER. SEE M2-SERIES DRAWINGS. REFERENCE THE SIEMENS EMS DRAWINGS LOCATED ON THE SHARE/HOLOGY.COM WEBSITE IN THE VENDOR INFORMATION FOLDER.

HVAC PLAN KEYNOTES:

- (K1) MOUNT 4-WAY SUPPLY DIFFUSER FLUSH TO BOTTOM OF ROOF JOIST. SUPPORT FROM ROOF STRUCTURE WITH THREADED ROD.
- (K2) MOUNT OUTSIDE AIR TEMPERATURE SENSOR. SENSORS, WIRING AND CONDUIT SHALL BE PROVIDED AND INSTALLED BY OTHERS.
- (K3) DUCT MOUNTED SMOKE DETECTOR.
- (K4) 16X8 EXHAUST UP TO EF-1 LOCATED ON ROOF.
- (K5) 14X14 EXHAUST UP TO EF-2 LOCATED ON ROOF AND EXTENDED UP INTO SPACE. PROVIDE 18X18 WELDED DRAIN PAN BELOW DUCT OPENING.
- (K6) 10X10 EXHAUST UP TO EF-3 LOCATED ON ROOF.
- (K7) MOUNT BOTTOM OF UNIT HEATER AT A MINIMUM OF 10'-0" AFF.
- (K8) PENDENT MOUNT TEMPERATURE SENSOR/DIGITAL ZONE CONTROLLER AT REAR OF UNIT HEATER AT 10'-0" AFF.
- (K9) RUN 14"Ø DUCT REFRIGERANT THROUGH ROOF JOISTS AND JOIST GIRDER. PROVIDE DAMPERS AS REQUIRED AND MOUNT AS HIGH TO THE ROOF DECK AS POSSIBLE.
- (K10) TEMPERATURE & HUMIDITY SENSORS MOUNTED ON COLUMNS MOUNT SENSORS OUT OF SUPPLY AIR STREAM AT 6'-0" AFF. SENSORS, WIRING AND CONDUIT SHALL BE PROVIDED AND INSTALLED BY OTHERS.
- (K11) 40X40 LINED SUPPLY UP TO 87Ø-1. TRANSITION TO 87Ø SUPPLY CONNECTION.
- (K12) 30X20 LINED RETURN UP TO 87Ø-1. TRANSITION TO 87Ø RETURN CONNECTION.
- (K13) CONNECT 14"Ø SUPPLY TO 40X40 SUPPLY AIR RISER.
- (K14) MOUNT TEMPERATURE SENSOR ON WALL AT 5'-0" AFF.
- (K15) 40X12 TRANSFER MOUNTED AT 8'-0" AFF.
- (K16) 18X18 TRANSFER MOUNTED AT 10'-0" AFF.

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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

ROOFTOP UNIT SCHEDULE

ID	LOCATION	SERVED	SUPPLY FAN CFM	MOTOR DRIVE	MIN. OUTDOOR AIR CFM	ESP IN WC	MOTOR HP	VOLTS/PH	HEATING MEDIUM	HEATING INPUT CAPACITY MBH	HEATING OUTPUT CAPACITY MBH	GROSS COOL COOLING MEDIUM	GROSS COOL CAPACITY MBH	SENS. COOL CAPACITY MBH	FILTER EFFICIENCY	FILTER SIZE/NUMBER	MANUFACTURER	REMARKS
RTU-1	ROOF	SALES FLOOR	6,000	DIRECT	2,100	1.0	5	208/3	GAS	480.0	328.3	R-410A	240.1	180.1	16#20X3 "F	MERV 8	CES-MPB135-RE-VAV1	(1)(2)(3)(4)(5)(6)

(1) PROVIDE 14" HIGH INSULATED ROOF CURB & BURGLAR BARS ON SUPPLY AND RETURN OPENINGS, RTU-1 ROOF CURB IS BY AES INDUSTRIES CONTACT GEOFFOE LASHER T(800)736-0402 X 214. MECHANICAL CONTRACTOR IS RESPONSIBLE FOR PURCHASING THE ROOF CURB DIRECTLY FROM AES INDUSTRIES.
(2) PROVIDE WITH THROUGH THE BASE SINGLE POINT ELECTRICAL CONNECTION, DISCONNECT, VFD 2-SPEED OPERATION, OA HOOD, PROOF AIRFLOW SWITCH, CLOGGED FILTER SWITCH, STAINLESS STEEL DRAIN PAN, 120V CONVENIENCE OUTLET, HEAT RECLAIM COIL & DEHUMIDIFICATION CONTROL.
(3) UNIT SUPPLIED BY OWNER, RECEIVED, RIGGED AND INSTALLED BY MECHANICAL CONTRACTOR.
(4) ROOFTOP UNIT CONTROLLER IS FACTORY INSTALLED IN THE CES MAINPATH MPU. SPACE TEMPERATURE, SUPPLY AIR TEMPERATURE & SPACE HUMIDITY SENSORS ARE SUPPLIED BY CD CONTROLS AND SHIPPED TO REFRIGERATION CONTRACTOR FOR FIELD INSTALLATION.
(5) CES MULTIPATH MPU IS MANUFACTURED BY AAON INC. (PRODUCTION 10 - 12 WEEKS) TO COORDINATE MPU SHIPPING OR FOR TECHNICAL SUPPORT CONTACT CES JAE (564)706-2047 X232, ALDIORDERS@CESINC.CA
(6) MECHANICAL CONTRACTOR TO REVIEW AND CONFIRM RTU SETPOINTS/STORE HOURS WITH ALDI DIRECTOR OF REAL ESTATE AND SIEMENS ENERGY MANAGEMENT USER GUIDE.

DIFFUSER/REGISTER/GRILLE SCHEDULE

ID	SERVES	TYPE	FACE SIZE	NECK SIZE	CONST. MATERIAL	CEILING MOUNTING	MAX NC	MANUFACTURER	REMARKS
D-1	SUPPLY	DIFFUSER	24X24	SEE PLANS	STEEL	T-BAR	20	TITUS FAMA	(1)
D-2	SUPPLY	4-WAY	30X12	40X40	STEEL	THREADED ROD	20	(2)	
R-1	RETURN	PERF.	24X24	12X12	STEEL	T-BAR	30	TITUS PAR	(1)
R-2	TRANSFER	GRILLE	48X12	48X12	STEEL	GWB	30	TITUS 350 RL	
E-1	EXHAUST	PERF.	12X12	10X10	STEEL	T-BAR	20	TITUS PAR	(1)

(1) COORDINATE CEILING TYPE WITH ARCHITECTURAL CEILING PLAN.
(2) BLADE/MODEL: SPINNAKER INDUSTRIES, INC./SPI127 OR EQUAL BY ADAPTABLE AIR PRODUCTS, AES INDUSTRIES OR UNITED ENERTECH.

FAN POWERED VAV BOX WITH ELECTRIC REHEAT SCHEDULE

ID	TYPE	SERVES	FAN DATA MAX CFM	MIN CFM	ESP IN WG	HP	VOLTAGE	INLET SIZE INCHES	OUTLET SIZE INCHES	ELECTRICAL REHEAT CAPACITY KW	VOLTAGE	MANUFACTURER/MODEL NUMBER	REMARKS
VAV-1	SERIES	OFFICE AREA	825	82.5	1/2	120/1	10"Ø	14"X12.5"		3.8.5	208/3	PRICE-SDCSV/0/4005/0010/0/R/D/C/M/T1-5=FC/M0251/125-24V/EC/10.0/208-3/1/ss#5/0/0.75/R-ASV/HR/CXT+0/0/FV	(1)(3)(4)(5)(6)

(1) PROVIDE 0-10VDC ECM FAN MOTOR & AIRFLOW SWITCH. ELECTRICAL DISCONNECT PROVIDED & INSTALLED BY ELECTRICIAN.
(2) PROVIDE THREADED ROD HANGER BRACKETS.
(3) PROVIDE 3/4" FIBERGLASS ACOUSTICAL LINER.
(4) PROVIDE 0-10VDC MODULATING VAV DAMPER. MAKE/MODEL - KMC/MD-1002 PER CKT#4899. DAMPER TO BE CONTROLLED VIA CONTROLLER LOCATED IN CES UNIT.

GAS FIRED UNIT HEATER SCHEDULE

ID	LOCATION	TYPE	INPUT CAP. MBH	OUTPUT CAP. MBH	CFM	HP	VOLTAGE	MANUFACTURER	REMARKS
UH-1	BACKROOM	POWER VENT	75.0	60.0	950	1/8	120/1	LENNOX LP24-75A	(1)
UH-2	BACKROOM	POWER VENT	75.0	60.0	950	1/8	120/1	LENNOX LP24-75A	(1)

(1) CONTROLLED BY THE SIEMENS ENERGY MANAGEMENT SYSTEM. TIME TEMPERATURE SETPOINT SHALL BE 60°F.

DUCT SMOKE DETECTOR SYSTEM SPECIFICATION

DUCT SMOKE DETECTOR SHALL BE SYSTEM SENSOR MODEL DH151 SERIES 4 WIRE, 120 V PHOTOELECTRIC, HOUSING SHALL BE LISTED FOR UL268. PROVIDE REMOTE TEST STATION WITH KEY, WEATHERPROOF AND REMOTE ANNUNCIATOR, FLASHING. MECHANICAL CONTRACTOR SHALL PROVIDE AND INSTALL THE DUCT MOUNTED SMOKE DETECTOR

EXHAUST FAN SCHEDULE

ID	SERVES	LOCATION	TYPE	DRIVE	CFM	EXT. SP IN. WC.	FAN RPM	HP	VOLTAGE	MANUFACTURER	REMARKS
EF-1	BREAK ROOM	ROOF	CENT.	DIRECT	385	0.25	1,319	1/20	120/1	GREENHECK G-070-D	(1)(2)(3)
EF-2	BACKROOM	ROOF	CENT.	DIRECT	1,200	0.4	1,633	1/4	120/1	GREENHECK G-150-A	(1)(3)(4)
EF-3	TOILET	ROOF	CENT.	DIRECT	300	0.4	1,519	1/20	120/1	GREENHECK G-085-D	(1)(3)(4)

(1) CONTROLLED FROM WALL SWITCH PROVIDED AND WIRED BY DIVISION 16.
(2) PROVIDE SPEED CONTROLLER MOUNTED ON EXHAUST DUCT ABOVE CEILING.
(3) PROVIDE WITH 14" HIGH INSULATED ROOF CURB.
(4) CONTROLLED BY SIEMENS ENERGY MANAGEMENT SYSTEM.

VENTILATION RATE SCHEDULE

INTERNATIONAL MECHANICAL CODE 2012
TABLE 403.3- SUPERMARKETS

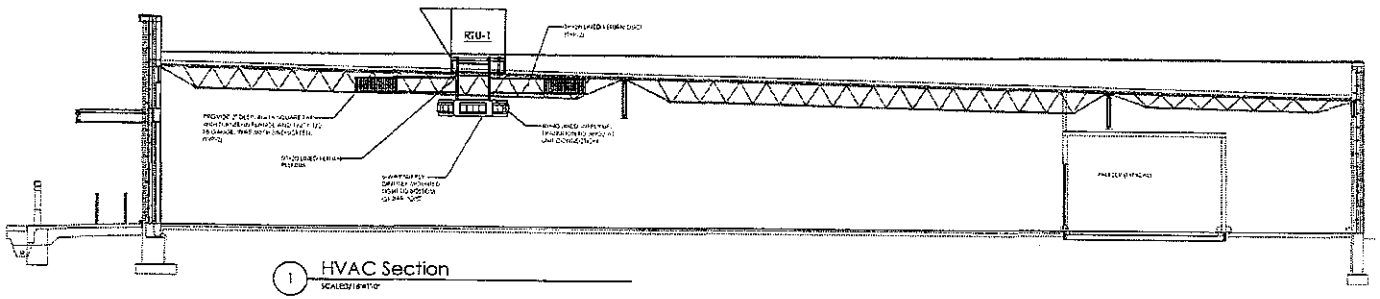
ROOM NAME	OCCUPANCY CLASSIFICATION	GROSS AREA (SQ FT)	NET OCCUPIABLE AREA (SQ FT)	TOTAL OCCUPANTS	CFM PER PERSON	CFM PER SQ. FT.	VENTILATION EFFECTIVENESS	REQ'D OA CFM	REQ'D EA CFM
SALES FLOOR/VEST.	SUPERMARKET	12,087	11,867	95	7.5	0.06	0.8	1,780	-
OFFICE	OFFICE SPACES	282	282	1	5	0.06	0.8	23	-
BREAK RM.	CONFERENCE RM.	308	308	8	5	0.06	0.8	70	-
MENS RM.	TOILET RM. - PUBLIC	65	65	-	-	50%	-	-	100
WOMEN'S RM.	TOILET RM. - PUBLIC	65	65	-	-	50%	-	-	100
MAIL	CORRIDOR	145	145	-	-	0.06	-	10	-
BACK ROOM	WAREHOUSE	3,179	3,179	-	-	0.06	-	190	-
							TOTAL OA REQUIRED	2,073	
							TOTAL OA PROVIDED	2,100	

(1) RATE PER WATER CLOSET/URINAL WITH EXHAUST OPERATING CONTINUOUSLY DURING OCCUPIED HOURS.

ELECTRIC CABINET HEATER

ID	TYPE	SERVES	FAN DATA CFM	VOLTAGE	ELECTRICAL HEATING CAPACITY KW	VOLTAGE	MANUFACTURER	REMARKS
ECH-1	RECESSED	ENTRY/VEST	150	208/1	2.0	208/1	QUIET DAC/F4000	(1)

(1) PROVIDE T-BAR CEILING ADAPTER, BUILT-IN THERMOSTAT & 0B 30 DISCONNECT.



1 HVAC Section
SCALE: 1/8"=1'-0"

SYMBOLS & ABBREVIATIONS

- GAS FIRED UNIT HEATER
- GAS FIRED FURNACE
- TEMPERATURE SENSOR
- HUMIDISTAT
- SMOKE DUCT DETECTOR
- DISCHARGE AIR TEMPERATURE SENSOR
- SINGLE BLADE VOLUME DAMPER
- OPPOSED BLADE VOLUME DAMPER
- DIFFUSER, SIZE AS INDICATED ON PLANS
- SQUARE THROAT RETURN GRILLE
- FULL LOUVERED DOOR WITH ACCESS DOOR
- ROUND CONCENTRIC TAP FOR
- BELL MOUTH TAKE-OFF
- RTU - TOP ON DUCT
- EF - EXHAUST FAN
- RTU - ROOFTOP UNIT
- UH - UNIT HEATER
- VAV - VARIABLE AIR VOLUME

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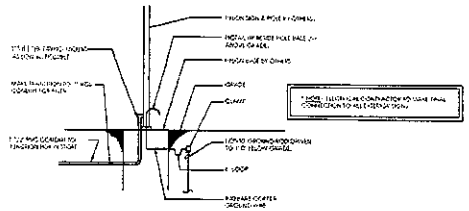

D3 Pylon Sign Wiring Detail
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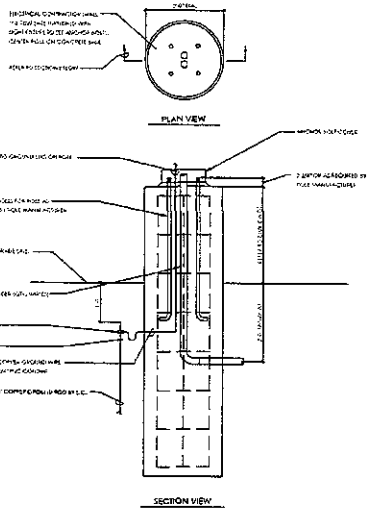

D1 Lighting Pole Base Detail
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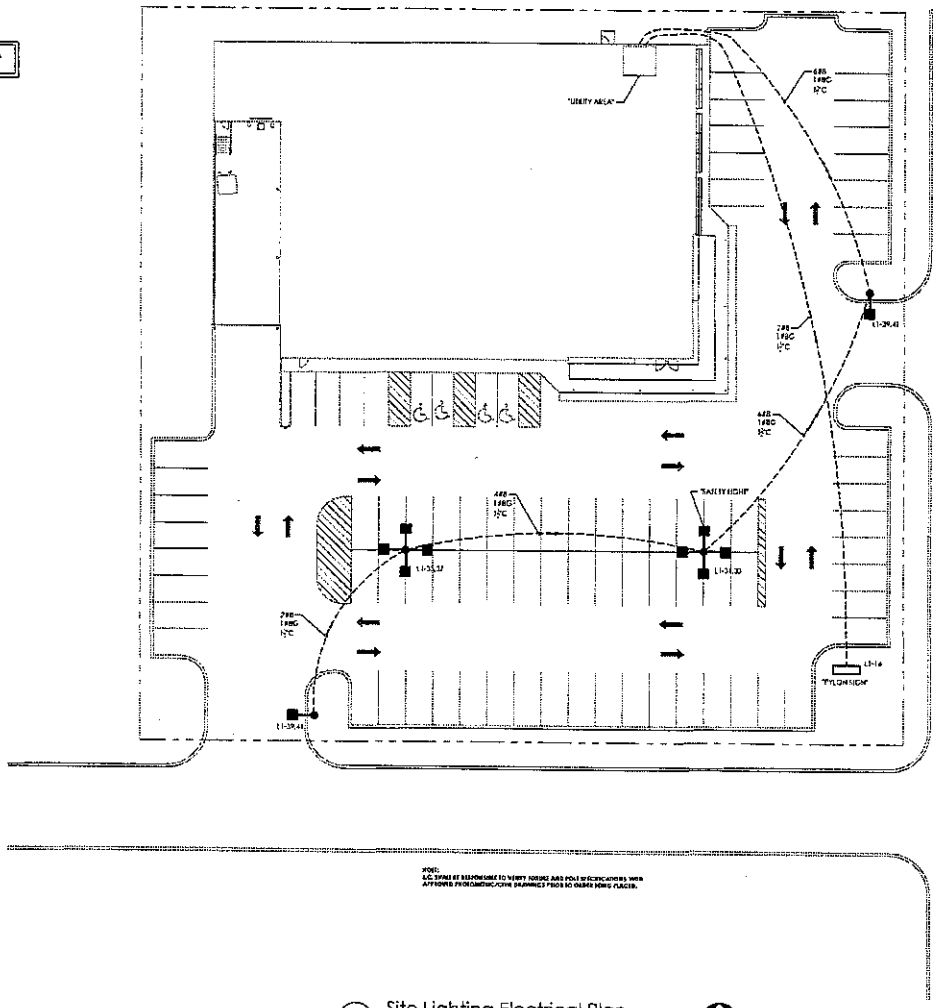

B1 Site Lighting Electrical Plan
SCALE: 1" = 20'

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GENERAL ELECTRICAL NOTES:

1. "A1/E-300" INDICATES REFER NUMBER/SHEET NUMBER.
2. "(KEY)" INDICATES MATERIAL LIST ITEM IN HEX SYMBOL.
3. (12) INDICATES KEY NOTE USED TO DESCRIBE ADDITIONAL INFORMATION OF WORK REQUIRED SPECIFIC TO THE AREA IT IS SHOWN ON.
4. "NL" INDICATES FIXTURE IS UNSWITCHED FOR NIGHT LIGHT.
5. ALL ELECTRICAL CONDUCTORS SHALL BE COPPER, U.O.N.
6. INDICATES NUMBER OF WIRES IN CONDUIT.
   - ISOLATED GROUND
   - GROUND WIRE
   - NEUTRAL WIRE
   - PHASE WIRE
7. ARMS VISION KEY:
   - EC ELECTRICAL CONTRACTOR
   - GC GENERAL CONTRACTOR
   - MEC MECHANICAL CONTRACTOR
   - C CONDUIT
   - TYP TYPICAL
   - UG UNDERGROUND
   - AFF MOUNTING HEIGHT FROM FINISHED FLOOR TO CENTERLINE

ELECTRICAL INSTALLATION NOTES:

1. THE COMPLETE INSTALLATION SHALL BE IN ACCORDANCE WITH THE A.D.A.A.G. (AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES)
2. CIRCUIT NUMBERS ARE SHOWN FOR CIRCUIT IDENTIFICATION. CIRCUITING SHALL AGREE WITH NUMBERING ON THE PANEL SCHEDULES. WHERE COMMON NEUTRAL IS USED TWO OR THREE CIRCUITS, EACH SHALL ORIGINATE FROM DIFFERENT PHASE LEGS OF THE PANEL BUS. COMMON NEUTRALS SHALL NOT BE USED FOR COMPUTER OR OFFICE RECEPTACLES. BALANCE THE LOAD ON PANEL AS EVENLY AS POSSIBLE BETWEEN EACH PHASE.
3. CIRCUIT SERVING EXIT FIXTURES IN SALES AREA SHALL BE RUN IN DEDICATED CONDUIT FROM ALL OTHER CIRCUITS. INSTALL A MANUFACTURER'S "LOCK-ON" DEVICE ON CIRCUIT BREAKER FEEDING EMERGENCY EQUIPMENT.
4. A #12 GREEN INSULATED GROUND CONDUCTOR SHALL BE INSTALLED WITH CIRCUIT CONDUCTORS TO ALL RECEPTACLES.
5. FLUSH MOUNT ALL TOGGLE SWITCHES AT +48" FROM FINISHED FLOOR (CENTERLINE DIMENSION), EXCEPT WHERE OTHERWISE NOTED.
6. FLUSH MOUNT ALL DUPLEX RECEPTACLES AND TELECOMMUNICATION OUTLETS AT HEIGHT FROM FINISHED FLOOR TO CENTERLINE AS NOTED ON PLANS.
7. CONTRACTOR SHALL VERIFY ALL FURNITURE, MODULAR FURNITURE AND EQUIPMENT LOCATIONS WITH ARCHITECTURAL PLANS, ELEVATIONS AND REVIEWED SHOP DRAWINGS PRIOR TO ROUGH-IN. PRIOR TO MAKING THE ACTUAL ELECTRICAL INSTALLATION, THE CONTRACTOR SHALL ADJUST RECEPTACLES, OUTLETS OR CONNECTION LOCATIONS TO ACCOMMODATE FURNITURE AND/OR EQUIPMENT.
8. BOXES LOCATED ON OPPOSITE SIDES OF NON-FIRE RATED WALLS SHALL BE OFFSET A MINIMUM OF 6" HORIZONTALLY. BOXES ON OPPOSITE SIDES OF FIRE RATED WALLS SHALL BE OFFSET A MINIMUM OF 24" HORIZONTALLY (IN DIFFERENT STUD SPACES). "BACK-TO-BACK" BOXES SHALL NOT BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECT/ENGINEER.
9. ELECTRICAL EQUIPMENT SHALL BE INSTALLED TO AVOID INTERFERENCE WITH THE OPERATION OF AND/OR ACCESS TO OTHER EQUIPMENT. ALL MOUNTING OF ELECTRICAL ITEMS ON EQUIPMENT SUPPLIED BY ANOTHER CONTRACTOR SHALL BE APPROVED IN ADVANCE, BY THE OTHER CONTRACTOR AND OWNER.
10. ALL FINAL ELECTRICAL CONNECTIONS TO MOTORS AND EQUIPMENT SUBJECT TO VIBRATION SHALL BE MADE WITH FLEXIBLE METAL CONDUIT. USE LIQUIDTIGHT CONDUIT AND FITTINGS WHERE SUBJECT TO MOISTURE. ISOLATE GROUND WIRE FROM CIRCUIT GROUNDING TO MOTOR GROUND THROUGH FLEXIBLE CONDUIT.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OPENINGS REQUIRED IN WALLS. ALL OPENINGS SHALL BE REPAIRED TO MATCH EXISTING BY A QUALIFIED CONTRACTOR AT THE EXPENSE OF THIS CONTRACTOR. ALL CONDUIT PENETRATIONS THROUGH RATED WALLS SHALL BE GROUTED OR SEALED CLOSED. WHERE CONDUIT PENETRATES WALLS AND FLOORS SEAL WITH A U.L. LISTED SEALANT. SEAL PENETRATIONS WITH INTUMESCENT CAULK, PUTTY, OR SHEET INSULATED PER MANUFACTURER'S RECOMMENDATIONS. ALL MATERIALS USED TO SEAL PENETRATIONS OF FIRE WALLS AND FLOORS SHALL BE TESTED AND CERTIFIED AS A SYSTEM PER ASTM E814 STANDARDS FOR FIRE STOP, BY UNDERWRITER'S LABORATORIES OR AS MANUFACTURED BY 3M, RICHARDS & BERTS, OR DUPONT.
12. ALL CONDUIT SHALL BE CONCEALED IN WALLS, PARTITIONS OR ABOVE CEILING, ETC., UNLESS OTHERWISE INDICATED ON THE PLANS OR IN THE SPECIFICATIONS. CONDUIT MAY BE EXPOSED IN BACKROOM TO DISTRIBUTION PANEL ONLY IN VERTICAL RUNS. IF NO CEILING IS INDICATED, CONDUIT SHALL BE RUN JUST BELOW WOOD DECK AT BOTTOM OF UPPER CHORD OF ROOF JOISTS TO PREVENT POSSIBLE DAMAGE FROM ROOFING SCREWS ABOVE. COORDINATE LOCATIONS IN SALES AREA WITH MECHANICAL SYSTEMS LOCATIONS. ALL CONDUIT SHALL BE PARALLEL AND/OR PERPENDICULAR TO THE BUILDING STRUCTURE AND WALLS. CONDUIT SHALL NOT BE INSTALLED ON OR UNDER THE SLAB UNLESS SPECIFICALLY SO NOTED OR APPROVED BY ALDI (BEFORE INSTALL).
13. CONTRACTOR SHALL INSTALL AT EACH SERVICE ENTRANCE A PERMANENT DIRECTORY ACCORDING TO ARTICLE 230.2(E), OF THE NATIONAL ELECTRICAL CODE.
14. ALL UPS-POWERED RECEPTACLES SHALL BE LABELED ON DEVICE FACEPLATE "UPS-#" WHERE # = CIRCUIT NUMBER.
15. ELECTRICAL CONTRACTOR SHALL PROVIDE ARC FLASH WARNING LABELS FOR ALL DISCONNECTS PER NFPA AND OSHA STANDARDS.

MATERIAL LIST

SHE SYMBOLS AND ABBREVIATIONS ARE TO BE THE STANDARD USED BY THE ARCHITECT/ENGINEER. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF QUANTITIES AND SHALL FURNISH ALL MATERIALS REQUIRED WHETHER SPECIFICALLY INDICATED ON THIS DOCUMENT OR REASONABLY IMPLIED.

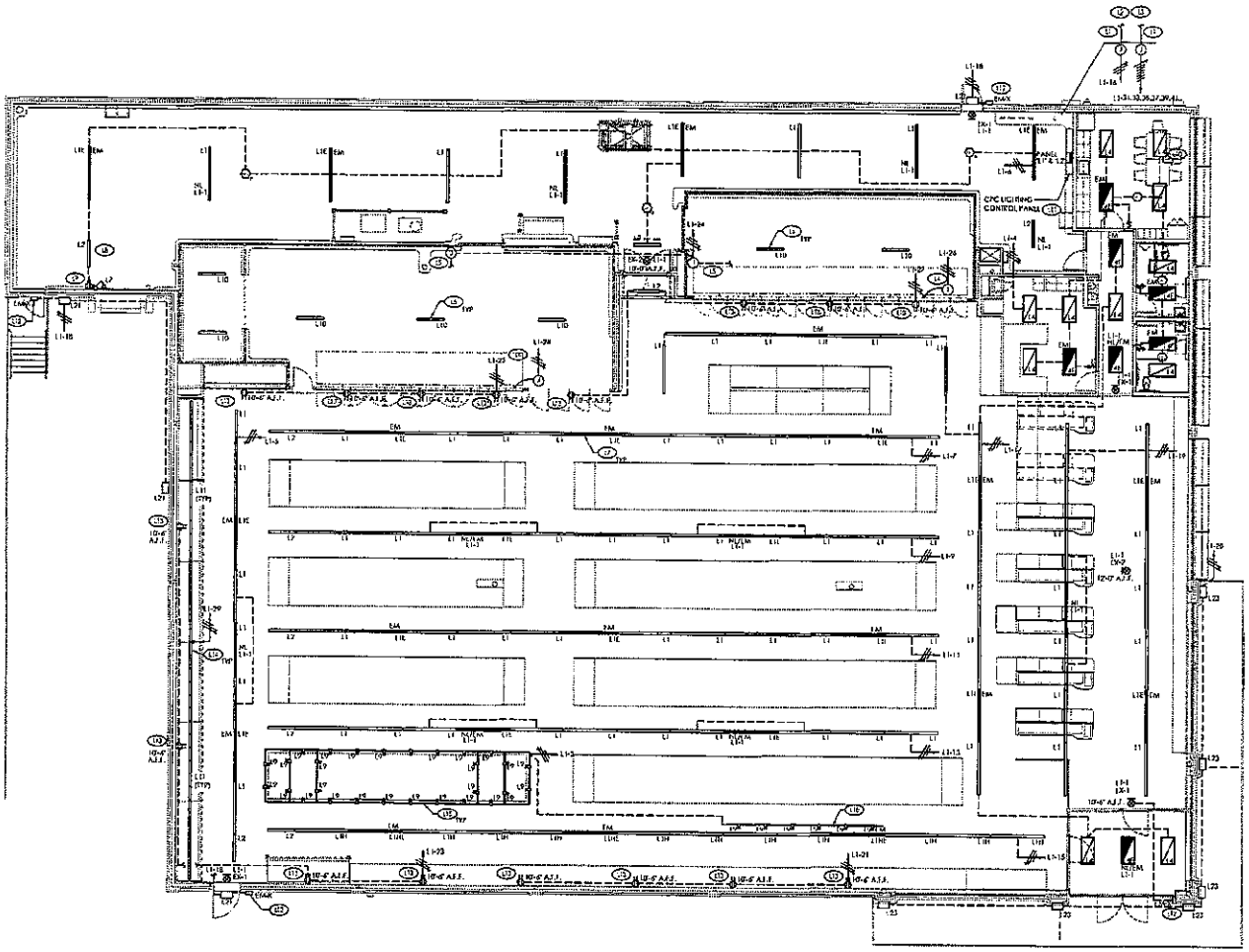
CERTAIN DEVICES SHALL HAVE BEEN CONSIDERED COMPLETE WITH ALL ITEMS NECESSARY FOR THEIR SATISFACTORY OPERATION, WHETHER SUCH ITEMS ARE MENTIONED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS OR NOT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FURNISHING AND INSTALLATION OF ALL SUCH ITEMS AS ARE NECESSARY TO MAKE THE SYSTEMS COMPLETE AND OPERATIVE IN EVERY RESPECT, WITHOUT EXTRA CHARGE TO THE OWNER, UNLESS SPECIFICALLY NOTED OTHERWISE.

WHERE DEVICES ARE CHANGED FROM THOSE THE BASIS OF THE CONTRACT (SPECIFICATIONS AND DRAWINGS), THE NUMBER AND TYPE OF CONDUCTORS SHALL BE ADJUSTED AS REQUIRED BY THE CHANGE IN DEVICE, AT NO ADDITIONAL COST TO THE OWNER, UNLESS SUCH CHANGE IS AUTHORIZED BY A CHANGE ORDER.

ITEM	SYMBOL	DESCRIPTION	APPROVED
1	SERVICE LOCATION	SEE SYMBOL IDENTIFICATION AND/OR SITE PLAN FOR DETAILS. SHALL BE AS INDICATED ON PLANS.	TYPICAL 3 PHASE 4 WIRE 277/480 SERVICE
2	POWER FEEDER	SEE SYMBOL IDENTIFICATION AND/OR SITE PLAN FOR DETAILS. SHALL BE COMPLETE WITH ALL NECESSARY CONDUIT, CONDUCTORS, ETC. AS REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM. ALL CONDUCTORS SHALL BE COPPER, U.O.N. ALL FEEDERS SHALL BE STRANDED. ALL FEEDERS SHALL BE IDENTIFIED AT EACH END WITH CIRCUIT NUMBER.	PHASE CONDUCTOR: AS PER PLANS GROUND CONDUCTOR: AS PER PLANS
3	$	SWITCH - TOGGLE HANDLE, AS INDICATED (SPST, DPST, 3WAY, 4WAY, ETC.) 20 AMP, 120/277 VOLT, AC ONLY, SPECIFICATION GRADE. CLEAR AND BLACK, WHITE, OR ALMOND COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 20AC1 OR APPROVED EQUAL
4	$D	SWITCH - TOGGLE HANDLE, DIMMER, SPECIFICATION GRADE. 1 OR MORE GANG, SINGLE POLE OR 3WAY. COLOR AS SELECTED.	PASS & SEYMOUR 1451 OR APPROVED EQUAL
5	$T	SWITCH - PUSH BUTTON, DECORA, TIMER TYPE FOR OCCUPANCY SENSOR CONTROL WITH MANUAL ON OVERRIDE. SET TO 30 MINUTE TIME DELAY.	LEVITON T5625-1LZ OR APPROVED EQUAL
6a	⊖	CEILING MOUNTED OCCUPANCY SENSOR, DUAL TECHNOLOGY, PASSIVE INFRARED AND ULTRASONIC. 360° COVERAGE. 1000 SQUARE FEET. 800 SQUARE FEET WITH PARTITIONS.	WATTSTOPPER DT-300 OR APPROVED EQUAL
6b	⊖$_D$	CEILING MOUNTED OCCUPANCY SENSOR, DUAL TECHNOLOGY, PASSIVE INFRARED AND ULTRASONIC. 360° COVERAGE. 1000 SQUARE FEET. 800 SQUARE FEET WITH PARTITIONS. 0-10VDC DIMMING.	WATTSTOPPER DT-300-D OR APPROVED EQUAL
6c	⊖$_{DW}$	WALL MOUNTED OCCUPANCY SENSOR, DUAL TECHNOLOGY, PASSIVE INFRARED AND ULTRASONIC. 180° COVERAGE. 1000 SQUARE FEET.	WATTSTOPPER DW-200W OR APPROVED EQUAL
7a	⊕	RECEPTACLE, DUPLEX - 20A, 125 VOLT, 2 POLE, 3 WIRE, NEMA 5-20R, TAMPER RESISTANT, SPECIFICATION GRADE. 1 PER CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 5362 OR APPROVED EQUAL
7b	⊕$_{GFCI}$	RECEPTACLE, DUPLEX - 20A, 125 VOLT, 2 POLE, 3 WIRE, NEMA 5-20R, TAMPER RESISTANT, GFCI, SPECIFICATION GRADE. 1 PER CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 1591 OR APPROVED EQUAL
7c	⊕$_C$	RECEPTACLE, DUPLEX - 20A, 125 VOLT, 2 POLE, 3 WIRE, NEMA 5-20R, TAMPER RESISTANT, SPECIFICATION GRADE. 1 PER CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 5362 OR APPROVED EQUAL
7d	⊕$_{GFCI}$	RECEPTACLE, DUPLEX - 20A, 125 VOLT, 2 POLE, 3 WIRE, NEMA 5-20R, TAMPER RESISTANT, GFCI, SPECIFICATION GRADE. 1 PER CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 1591 OR APPROVED EQUAL
8	⊕$_1$	RECEPTACLE, DEDICATED SINGLE DUPLEX - NEMA 5-20R, 125 VOLT, 15 AMP, SPECIFICATION GRADE. 1 PER DEDICATED CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 5362 OR APPROVED EQUAL
9	⊕$_{GFCI}$	RECEPTACLE, DEDICATED SINGLE DUPLEX - NEMA 5-20R, 125 VOLT, 15 AMP, SPECIFICATION GRADE. 1 PER DEDICATED CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 1591 OR APPROVED EQUAL
10	⊕$_{WP}$	WATERPROOF, DEDICATED SINGLE DUPLEX - NEMA 5-20R, 125 VOLT, 15 AMP, SPECIFICATION GRADE. 1 PER DEDICATED CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 1591WP OR APPROVED EQUAL
11	⊕$_{GFWP}$	WATERPROOF, DEDICATED SINGLE DUPLEX - NEMA 5-20R, TYPE 3 R, 125 VOLT, 15 AMP, STEEL HOUSING, GASKETED, GFCI, SPECIFICATION GRADE. 1 PER DEDICATED CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 1591 SPEC OR APPROVED EQUAL
12	⊕$_3$	RECEPTACLE, DEDICATED SINGLE DUPLEX - NEMA 5-20R, 125 VOLT, 20 AMP, SPECIFICATION GRADE. 1 PER DEDICATED CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	PASS & SEYMOUR 5362-20 OR APPROVED EQUAL
13	⊕$_{WP}$	WP RECEPTACLE, DEDICATED SINGLE DUPLEX - NEMA 5-20R, 125 VOLT, 15 AMP, STEEL HOUSING, GASKETED, SPECIFICATION GRADE. 1 PER DEDICATED CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL. COLOR AS SELECTED BY ARCHITECT/ENGINEER.	CROUSE HINDS GFWP, OR APPROVED EQUAL
14	⊕	WATERPROOF, DUPLEX - NEMA 5-20R, 125 VOLT, 15 AMP, SPECIFICATION GRADE. 1 PER DEDICATED CIRCUIT UNLESS NOTED OTHERWISE. MOUNTING STRAP SHALL BE NYLON OR PLASTIC COATED STEEL.	PASS & SEYMOUR 1591 SPEC OR APPROVED EQUAL
15	⊕	SPECIFICATION GRADE, 1 GANG, SHALLOW BOX, DEEP ENOUGH FOR DEVICE AND WIRES.	STEEL CITY OR APPROVED EQUAL
16	⊞	LOCKING RECEPTACLE, 20 A, 3 WIRE, 250 VOLT, 2 POLE, 3 WIRE, NEMA L6-20R, SPECIFICATION GRADE.	HUBBELL 2310 OR APPROVED EQUAL
17	⊙	JUNCTION BOX - 4" SQUARE BOX WITH BLANK COVER	STEEL CITY OR APPROVED EQUAL
18	▽	ALL PENETRATIONS OF RATED WALLS, FLOORS, CEILINGS OR CEILING WITH CONDUIT AND OTHER CONSTRUCTION SHALL BE SEALED WITH U.L. LISTED FIRE STOP SYSTEM APPROPRIATE FOR LOCATION.	STEEL CITY OR APPROVED EQUAL
19	▼	SLEEVE - MINIMUM SIZE AS SHOWN ON PLANS, SCHEDULE 40 STEEL PIPE SLEEVE WITH WATERPROOF CEMENT GROUT AND CONTINUOUS WATERPROOFING.	STEEL CITY OR APPROVED EQUAL
20	(KEY) 1	MOUNTING HEIGHT - REFER TO ELEVATIONS FOR MOUNTING HEIGHT OF ALL ITEMS NOT SPECIFICALLY NOTED ON PLANS.	STRUCTURED BY ARCHITECT/ENGINEER
21	(KEY) 2	DISCONNECT SWITCH, GENERAL DUTY, 3 POLE, NON-FUSIBLE, 3 WIRE, 240 VOLT, 30 AMP, NEMA 3R ENCLOSURE.	SQUARE 'D' D221NRB OR EQUAL
22	(KEY) 3	DISCONNECT SWITCH, GENERAL DUTY, 3 POLE, FUSIBLE, 4 WIRE, 208 VOLT, 100 AMP, NEMA 3R ENCLOSURE.	SQUARE 'D' DU324RB OR EQUAL
23	(KEY) 4	DISCONNECT SWITCH, GENERAL DUTY, 3 POLE, NON-FUSIBLE, 3 WIRE, 240 VOLT, 100 AMP, NEMA 3R ENCLOSURE.	SQUARE 'D' D323NRB OR EQUAL
24	(KEY) 5	DISCONNECT SWITCH, GENERAL DUTY, 3 POLE, NON-FUSIBLE, 3 WIRE, 240 VOLT, 400 AMP, NEMA 3R ENCLOSURE.	SQUARE 'D' D365NRB OR EQUAL
25	(KEY) 6	DISCONNECT SWITCH, GENERAL DUTY, 3 POLE, NON-FUSIBLE, 3 WIRE, 240 VOLT, 600 AMP, NEMA 3R ENCLOSURE.	SQUARE 'D' D366NRB OR EQUAL

ITEM	SYMBOL	DESCRIPTION	APPROVED
26	(KEY) 7	SWITCH, 3 PHASE, 120/240 VOLT, 30 AMP, 3 POLE, 3 WIRE, NEMA 1, NO ENCLOSURE, DISTRIBUTION GRADE.	SQUARE 'D' QOB3 2080 HGA OR NEMA 1 ELECTRIC CUTLER-HAMMER CSHP3H
27	(A)	VARIABLE SPEED DRIVE, 3 PHASE, 480 VOLT, 60 HP, 72 AMPS, 3 ENCLOSURE, NEMA 4X STAINLESS STEEL ENCLOSURE.	EDWARDS 450A450-XXX OR APPROVED EQUAL
28	(BT)	SWITCH - 24 VOLT, NO, TRI-STATE, 10 TESTS MAXIMUM, CHOICE OF SINGLE GANG STAINLESS STEEL BOX OR TAMPER PROOF SCREWS. REFER TO DRAWING S1.001.	EDWARDS 450A450-SS OR APPROVED EQUAL
29	(PB)	BUTTON - 24 VOLT, NO, 30 AMP, TRI-STATE, MOMENTARY, CHOICE OF SINGLE GANG STAINLESS STEEL BOX WITH TAMPER PROOF SCREWS. REFER TO DRAWING S1.001.	EDWARDS 450A450-SS OR APPROVED EQUAL
30	(RT)	SIGNAL - 24 VOLT, NO, 4.5 MA, 40 TESTS, MAXIMUM, CHOICE OF SINGLE GANG STAINLESS STEEL BOX WITH TAMPER PROOF SCREWS. REFER TO DRAWING S1.001.	EDWARDS 450A450-SS OR APPROVED EQUAL
31	(KEY) 8	TRANSFORMER - 120 VOLT PRIMARY, 24 VOLT, 40 VA, ENCAPSULATED, MOUNT IN PANEL OR ATTACHED ENCLOSURE OR 2 GANG BOX.	EDWARDS 450A-TX OR APPROVED EQUAL
32			
33	PM-1	PHOTOMETRIC - ARRAY ARROW WITH NUMBER FOCUS, 24 POINT, AS SHOWN ON PLANS. REFER TO DRAWING S1.001.	ACUITY BRANDS OR APPROVED EQUAL
34	PM-2	PHOTOMETRIC - GARAGE ARRAYS, LOCATION AS SHOWN ON PLANS. 25 POINT, NON-BOTTOM, 24 VOLT, NO, NORMALLY OPEN CONTACT. REFER TO DRAWING S1.001.	EDWARDS 450A450-XXX OR APPROVED EQUAL
35	PSD	PHOTOCELL - CHANGE TO 'ON' NOT SHADE, BOTTOM MOUNTED, 24 VOLT, NO, TO MAKE CONTACT. REFER TO DRAWING S1.001.	TORK 4416 OR APPROVED EQUAL
36	EM-1	EMERGENCY EXPANSION - MONITOR OR HUBBLE AC CHARGER BOX ASSEMBLY, 1 BOX ON ONE WALL WITH 10' CORDS OF 10 UNITS MAX., 10 FEET WITH ANY ADDITIONAL DRAWINGS AND CHARGE UNITS.	BODINE BCH CHARGING EMERGENCY UNITS
37	ACU	ALARM CONTROL UNIT, 8 LOOP, 1 LINE, CHASE PROVIDED IN ONE LOCATION, FURNISHED LOOSE, BOARD LOCATION BY FIELD SUPERVISOR	
38	EC	RECEPTACLE, 1 OUTLET, PROVIDE 1" MINIMUM RIGID/IMC CONDUIT TO ABOVE CEILING OR BOTTOM OF ROOF DECK (IF NO CEILING).	STEEL CITY OR APPROVED EQUAL
39	F	JUNCTION BOX, SINGLE GANG, 4 SQUARE BOX WITH 1" CONDUIT TO ABOVE CEILING OR 3/4" CONDUIT EXTENDED TO ABOVE ACCESSIBLE CEILING SPACE (IF CEILING IS NOTED).	STEEL CITY OR APPROVED EQUAL
40	EX	EXTERNAL SIGN LOCATION - 1" CONDUIT WITH PULL STRING FROM BACK BOX FOR FUTURE SIGNAGE AND 3/4" CONDUIT WITH PULL STRING FROM BACK BOX FOR ALDI LOGO SIGN CONNECTION.	STEEL CITY OR APPROVED EQUAL
41	EX	EXIT SIGN - PROVIDE SINGLE GANG BOX WITH 3/4" CONDUIT TO ABOVE ACCESSIBLE CEILING OR BOTTOM OF ROOF DECK (IF NO CEILING).	STEEL CITY OR APPROVED EQUAL
42	EX	EXIT SIGN - PROVIDE SINGLE GANG BOX WITH 3/4" CONDUIT TO ABOVE ACCESSIBLE CEILING OR BOTTOM OF ROOF DECK (IF NO CEILING). NOTE: COORDINATE ABOVE.	STEEL CITY OR APPROVED EQUAL
43	EX	EMERGENCY ALARM LOCATION - PROVIDE 2 GANG BOX WITH 3/4" CONDUIT ABOVE ACCESSIBLE CEILING OR BOTTOM OF ROOF DECK (IF NO CEILING).	STEEL CITY OR APPROVED EQUAL
44	EX	SPARE ALARM LOCATION - PROVIDE 1" CONDUIT WITH PULL STRING FROM BACK BOX TO ABOVE CEILING OR BOTTOM OF ROOF DECK.	STEEL CITY OR APPROVED EQUAL
45	TSD	TAMPER SWITCH DEVICE - PROVIDE MINIMUM 3/4" CONDUIT TO ABOVE CEILING	
46	(KEY) 9	SMOKE DETECTOR - DUCTSTAT, REMOTE TEST AND RESET STATION, CABLE, 24 VOLT, WIRING DIAGRAMS TYPES AND NUMBERS TO BE FURNISHED TO THE CONTRACTOR WITH EQUIPMENT. CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR TO INSTALL DUCTSTAT. SEE MECHANICAL DRAWINGS. REFER TO SPECIFICATIONS FOR POWER AND MAINTENANCE NOTES. REFER TO MECHANICAL DRAWINGS FOR MODEL # AND SIZE.	FIRELITE # AND MANUFACTURER AS PER MECHANICAL ENGINEER'S SPEC.
47	(KEY) 10	ELECTRIC WATER HEATER - WATER HEATER SHALL VOLTAGE, 1 PHASE, 3 WIRE, 60 HERTZ, 3500 WATTS, 208 VOLTS, 16.8 AMPS, 1 ELEMENT, 1 THERMOSTAT.	A.O. SMITH ELECTRIC WATER HEATER
48	(KEY) 11	SMART INVERTER 3 PHASE 277/480 VAC WYE WITH NEUTRAL 3 PHASE 120/208 VAC WYE WITH NEUTRAL 3 PHASE 277/480 VAC DELTA WITHOUT NEUTRAL 3 PHASE 120/240 VAC DELTA WITH NEUTRAL 3 PHASE 240 VAC DELTA WITHOUT NEUTRAL 3 PHASE 208 VAC DELTA WITHOUT NEUTRAL 3 PHASE 480 VAC DELTA WITHOUT NEUTRAL 3 PHASE 600 VAC DELTA WITHOUT NEUTRAL 3 PHASE 347/600 VAC WYE WITH NEUTRAL 3 PHASE 480 VAC WYE WITH NEUTRAL 3 PHASE 600 VAC WYE WITH NEUTRAL 3 PHASE 380 VAC WYE WITH NEUTRAL 3 PHASE 415/240 VAC WYE WITH NEUTRAL 3 PHASE 415 VAC DELTA WITHOUT NEUTRAL 3 PHASE 220 VAC DELTA WITHOUT NEUTRAL 3 PHASE 380 VAC DELTA WITHOUT NEUTRAL 3 PHASE 415 VAC DELTA WITHOUT NEUTRAL 3 PHASE 220/380 VAC WYE WITH NEUTRAL 3 PHASE 240/415 VAC WYE WITH NEUTRAL 3 PHASE 220/415 VAC WYE WITH NEUTRAL 3 PHASE 230/400 VAC WYE WITH NEUTRAL 3 PHASE 230 VAC DELTA WITHOUT NEUTRAL 3 PHASE 400 VAC DELTA WITHOUT NEUTRAL 3 PHASE 415 VAC DELTA WITHOUT NEUTRAL 3 PHASE 230/400 VAC WYE WITH NEUTRAL 3 PHASE 240 VAC DELTA WITHOUT NEUTRAL 3 PHASE 400 VAC DELTA WITHOUT NEUTRAL 3 PHASE 415 VAC DELTA WITHOUT NEUTRAL 3 PHASE 240/415 VAC WYE WITH NEUTRAL 3 PHASE 277/480 VAC WYE WITH NEUTRAL 3 PHASE 347/600 VAC WYE WITH NEUTRAL 3 PHASE 380 VAC WYE WITH NEUTRAL 3 PHASE 415/240 VAC WYE WITH NEUTRAL 3 PHASE 480 VAC WYE WITH NEUTRAL 3 PHASE 600 VAC WYE WITH

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



D1 Lighting Plan
SCALE: 1/8" = 1'-0"

GENERAL LIGHTING NOTES:

1. ALL HEIGHT DIMENSIONS (e.g. +8'-6") ARE FROM THE FINISHED FLOOR TO THE CENTERLINE OF THE DEVICE.
2. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR COORDINATION OF LUMINAIRES WITH CEILING GRID.
3. REFER TO SHEET E-001 FOR THE ELECTRICAL ANALYSIS, LEGEND AND GENERAL INSTALLATION NOTES.
4. REFER TO DETAIL D1/E-102 FOR LIGHTING CONTROL AND WIRING DIAGRAM.
5. REFER TO SHEET E-401 FOR SCHEDULES OF CIRCUITS FOR PANEL 'L'.
6. REFER TO DRAWINGS E-502 FOR LIGHTING LUMINAIRE SCHEDULE.
7. IN AREAS WHERE NO CEILING IS INSTALLED, CONDUIT SHALL BE RUN JUST BELOW ROOF DECK AT BOTTOM OF UPPER CHORD OF ROOF JOIST.
8. EXIT LIGHTING FIXTURES SHALL BE CONNECTED TO THE NIGHT LIGHTING BRANCH CIRCUIT L1-1". FIXTURES SHALL NOT BE SWITCHED.
9. EMERGENCY FIXTURES (EM) HAVE EMERGENCY BATTERY BALLAST FACTORY INSTALLED. VERIFY FIXTURE CORDS AND PLACEMENT OF EMERGENCY FIXTURES PRIOR TO INSTALLATION. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

LIGHTING PLAN KEYNOTES:

(1) ROUTE CONDUIT FROM PANEL 'L' TO EXTERIOR SITE LIGHTING AND SIGN POLES BELOW SLAB. MINIMUM 1-1/2" CONDUIT SHALL BE USED AND CONDUIT SHALL HAVE PROPER BUSHINGS FOR LOCATION ACCORDING TO ALL LOCAL CODES AND CURRENT EDITION OF N.E.C. REFER TO SITE PLANS L2 AND L3.

(2) ROUTE 1-1/2" SCHEDULE 40 PVC CONDUIT. INSTALL MINIMUM OF 24" BELOW GRADE TO NON-UNINTERRUPTED POWER. REFER TO SITE PLAN FOR CONDUIT TERMINATION AT SIGN. FIELD VERIFY ENTRANCE LOCATION INTO BUILDING TO KEEP RUN AS SHORT AS POSSIBLE.

(3) ROUTE 1-1/2" SCHEDULE 40 PVC CONDUIT. INSTALL MINIMUM OF 24" BELOW GRADE TO NEW PARKING LOT LUMINAIRES. REFER TO SITE ELECTRICAL PLAN FOR LOCATION. FIELD VERIFY ENTRANCE LOCATION INTO BUILDING TO KEEP RUN AS SHORT AS POSSIBLE.

(4) VERIFY LOCATION OF CONNECTION TO DOOR LIGHTS WITH REFRIGERATION CONTRACTOR.

(5) VERIFY LOCATION OF JUNCTION BOX WITH REFRIGERATION CONTRACTOR. CONDUIT AND WIRING CONNECTIONS AND INSTALLATION OF LUMINAIRES INSIDE COOLER AND FREEZER BY REFRIGERATION CONTRACTOR. REFER TO KEYNOTE 5/P.

(6) FIXTURES SHOWN IN WALK-IN COOLER AND FREEZER SHALL BE FURNISHED BY ELECTRICAL CONTRACTOR AND INSTALLED BY REFRIGERATION CONTRACTOR FOR INSTALLATION.

(7) ALL EMERGENCY LIGHTING FIXTURES (EM) SHALL BE SERVED BY TWO (2) LIGHTING BRANCH CIRCUITS ORIGINATING FROM SAME BRANCH CIRCUIT FOR NORMAL OPERATION. THE CIRCUIT SHALL BE CONNECTED TO THE INDICATED UNSWITCHED LIGHTING BRANCH CIRCUIT CONTROLLED BY THE EMC OR LOCAL SWITCHING SOURCE. FOR CODE REQUIRED EMERGENCY OPERATION THE CIRCUITS SHALL BE UNSWITCHED AND CONNECTED TO THE PANEL SUCH THAT IN THE EVENT OF A LOSS OF NORMAL POWER THE EMERGENCY BALLAST OPERATES FIXTURE.

(8) INSTALL LUMINAIRES, CONDUIT AND WIRING TO CLEAR OVERHEAD DOOR IN THE OPEN POSITION.

(9) RECEPTACLE FOR DOOR LIGHT SHALL BE SWITCHED WITH BACKROOM LIGHTS. PROVIDE WOOD BLOCKING BETWEEN STUDS TO SECURELY MOUNT FIXTURE.

(10) EXTEND CIRCUIT TO EXHAUST FAN E1-1. REFER TO E1-301 FOR CONFIRMATION.

(11) EMC SYSTEM REFER TO DETAIL D1/E-102 FOR LIGHTING CONTROL DIAGRAM.

(12) PROVIDE EXTERIOR EMERGENCY FIXTURE NEAR DOOR FOR EXIT DISCHARGE LIGHTING. REFER TO ARCHITECTURAL ELEVATIONS FOR LOCATIONS.

(13) PROVIDE RECESSED STYLE RECEPTACLES FOR LED BACKLIT GRAPHIC FRAMES. COORDINATE RECEPTACLE LOCATIONS WITH SIGN VENDOR, G.C. AND ALDI REP. PRIOR TO ROUGH-IN. RECEPTACLES SHALL BE CONNECTED TO CIRCUITS AS INDICATED. REFER TO LIGHTING CONTROL DIAGRAM D1/E-102.

(14) INSTALL 2" LOW-PROFILE LINEAR COVE FIXTURES FACING UP TO LIGHT BACK WALL GRAPHICS ON TOP OF WALL SCAPE FIXTURES TO EIC INSTALLED LIGHT GAUGE HAT CHANNEL WITH FURNISHED MOUNTING CLIPS. REFER TO ARCHITECTURAL ELEVATION DRAWINGS FOR FIXTURE PLACEMENT. VERIFY QUANTITY OF FIXTURES REQUIRED FOR CONTINUOUS RUN WALL TO WALL.

(15) MOUNT PHOTOVOLTAIC AREA TRACE ASSEMBLY AT 17'-0" A.F.F., TO BUILDING STRUCTURE PER MANUFACTURERS INSTRUCTIONS USING UNISTRUT AND ARCHITECTURAL CABLE SUPPORT KIT PROVIDED WITH FIXTURES. CONTRACTOR TO SUPPLY UNISTRUT AND SHALL BE PAINTED TO MATCH FASCIA COLOR. TRACE SHALL BE MOUNTED TO AVOID ALL OBSTRUCTIONS. REFER TO REFLECTED CEILING PLAN FOR LOCATIONS.

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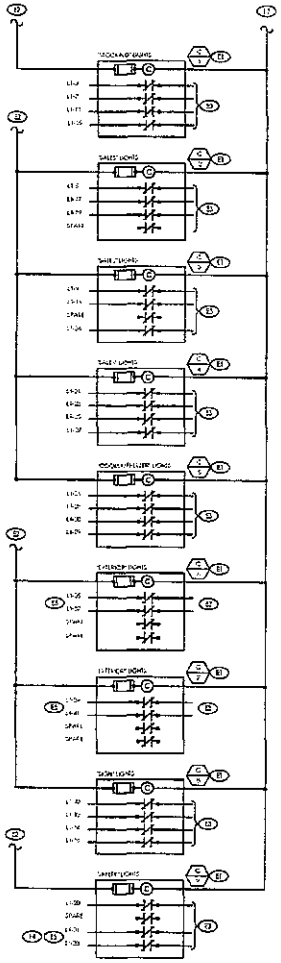


KEYNOTES:

1. CONTACTORS FURNISHED WITH CONTROLS BY POWER-WALL ENCLOSURE.
2. FACTORY WIRED AS PART OF POWER-WALL.
3. WIRING TO BE PERFORMED BY ELECTRICAL CONTRACTOR. SET PANEL "LT" AND SHEET E-101 FOR CIRCUIT LOCATIONS.
4. ELECTRICAL CONTRACTOR TO PROVIDE DEDICATED CIRCUIT TO SITE LIGHTING POLE CLOSEST TO PANEL. VERIFY POLE TO BE CONTROLLED AS "EARLY LIGHT" PER SITE LIGHTING ELECTRICAL PLAN AND ARCH REPRESENTATIVE.
5. PROVIDE 2-POLE CIRCUIT BREAKER AS INDICATED IN PANELBOARD SCHEDULE FOR SITE LIGHTING FIXTURES.

NOTE:
ENERGY MANAGEMENT SYSTEM FOR THE FACILITY IS SUPPLIED AS AN INTEGRAL PART OF THE POWER WALL. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE PROJECT MANAGER ON INSTALLATION OF EQUIPMENT, LIGHTING AND WIRING DEVICE BRANCH CIRCUITS CONTROLLED BY THE ENERGY MANAGEMENT SYSTEM. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONDUIT, WIRING AND CONNECTIONS AS REQUIRED TO CONNECT THE EQUIPMENT, LIGHTING AND WIRING DEVICES INDICATED.

D1 Lighting Control Diagram

LIGHTING LUMINAIRE SCHEDULE

MOUNTING (INTERIOR):
RS = RECESSED
SM = SURFACE
CL = CEILING SURFACE
WM = WALL
UC = UNDERCABINET
CV = COVE
PS = POLE
O = OTHER (SEE REMARKS)

MOUNTING (EXTERIOR):
PS = POLE/STANDARD
RS = REAR STEEL
AA = PAINTED/CAST ALUMINUM
WS = WALL/STEEL

LAMP TYPE (LT):
FL = FLUORESCENT
CF = COMPACT FLUORESCENT
IN = INCANDESCENT
LED = LIGHT EMITTING DIODE
HS = HIGH PRESSURE SODIUM
MH = METAL HALIDE
MV = MERCURY VAPOR
LV = LOW VOLTAGE
O = OTHER (SEE REMARKS)

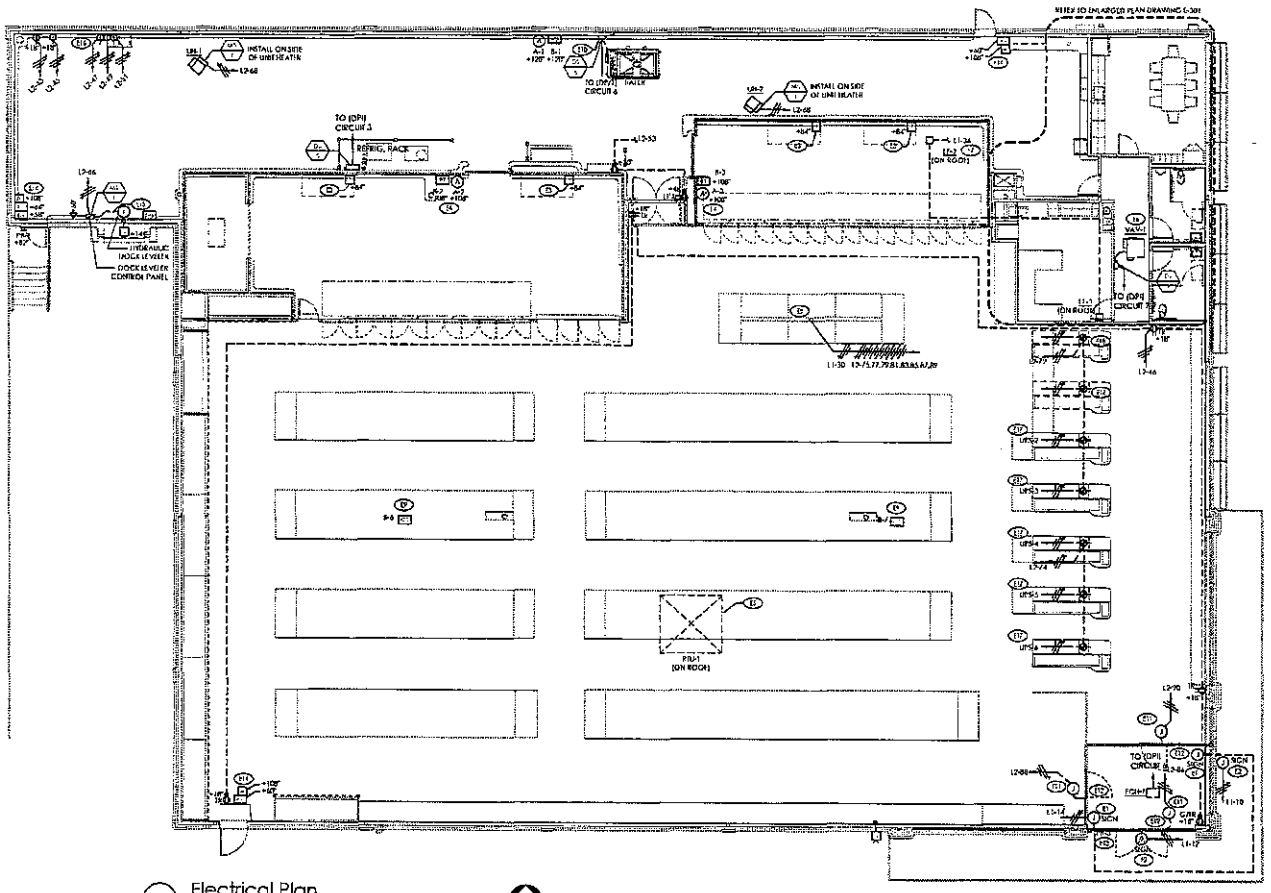
BALLAST TYPE (BT):
E = ELECTRONIC
EM = EMERGENCY BATTERY
MS = MAGNETIC STEEL
NI = NIGHT SAVER

LENS/HOUSING (LH):
A = LED HOUSING
B = BLACK HOUSING/TRIM
C = CLEAR REFL
D = PARABOLIC
E = ----
F = PRISMATIC
G = WHITE LED GLASS
H = WHITE REFL
I = FROSTED LED ACRYLIC
STR = STRIP LIGHT ACRYLIC
L = LENS W/BIRDSCREEN/CLEAR ALUMINUM
M = ----
N = NONE
O = OTHER (SEE REMARKS)

NOTES:
1. EACH LOG MEMBERS SHALL MEET BE CONSIDERED COMPLETE & NO MATERIAL SHALL MEET BE ORDERED BY MANUFACTURER AND ASSEMBLE IN WORKSHOP ONLY. REFER TO THE COMPLETE DESCRIPTIONS, NOTES, AND REMARKS AND THE SPECIFICATIONS. COORDINATION WITH CATALOG NUMBER TO DETERMINE THE EXACT MATERIAL AND ACCESSORIES TO BE ORDERED. SEE MANUFACTURER'S NOTES IN THE BASE OF DESIGN.
2. ALL LAMPS FOR THIS PROJECT SHALL BE FURNISHED BY MANUFACTURER WITH FIXTURES AND INSTALLED BY THE ELECTRICAL CONTRACTOR UNLESS OTHERWISE NOTED.
3. FOR ADDITIONAL ACCOUNTS PRICING FOR PROTOTYPE FIXTURES CONTACT ALDI'S CENTER LIGHTING FOR QUANTITIES OF LUMINAIRES USED. FIXTURES SHALL BE ORDERED READY ACCESS, HUNG BY HOOKS OR FACTORY NOT BY CHAINLESS. VERIFY DELIVERY OF FIXTURE TYPES NOT LOCK TONE WITH FINAL BID PLANS.
4. LUMINAIRES ARE TYPICAL FOR ALDI STORES. FIXTURES SHOWN LIGHT LINE WIDTH INDICATED ON THE PROJECT. REFER TO LIGHTING PLAN FOR QUANTITIES OF LUMINAIRES USED. FIXTURES SHALL BE ORDERED READY ACCESS, HUNG BY HOOKS OR FACTORY NOT BY CHAINLESS. VERIFY DELIVERY OF FIXTURE TYPES NOT LOCK TONE WITH FINAL BID PLANS.
5. REFER TO AHJ FOR SPECIFICATION SHALL BE VERIFIED IN FINAL BID PLANS AND ENGINEER FOR LOCAL DESIGN CRITERIA. ALDI REPRESENTATIVE SHALL APPROVE POST HOUSES.

REF. NO.	DESCRIPTION	REMARKS	MFG.	LAMPS TYPE	LAMPS QUANTITY & SIZE	VOLTS/ BALLAST TYPE	S.S.	MANUFACTURER	REMARKS
L1	8' SURFACE/DEEP WRAP LIGHT	2.5"W x 8.5"D	O	LED	48W, 6000L, 35K	120	O	CREE: LSW48-A-ST0-10N-WH-[XXXX]-[XXX]	SHALL HOUSE & BACKGROUND. REFER TO SHEET FOR MORE ADDITIONAL NOTES BELOW.
L1A	8' SURFACE/DEEP WRAP LIGHT HIGH OUTPUT	2.5"W x 8.5"D	O	LED	72W, 9000L, 35K	277	O	CREE: LSW72-A-ST0-10N-WH-[XXXX]-[XXX]	REFER TO NOTE #3
L1C	8' SURFACE/DEEP WRAP LIGHT W/ EMERGENCY BATTERY BACKUP - CHECK WITH OWNER FOR OPERATION	2.5"W x 8.5"D	O	LED	48W, 6000L, 35K	120	O	CREE: LSW48-A-ST0-10N-WH-[XXXX]-[XXX]-EB10	SAME MOUNTING AS TYPE L1 FACTORY INSTALLED (ADD-ON) EMERGENCY POWER PACK. VERIFY (EM) TIMING PLACEMENT WITH DRAWING SHOT PRIOR TO INSTALLATION. REFER TO NOTE #3
L1HC	4' SURFACE/DEEP WRAP LIGHT HIGH OUTPUT W/ EMERGENCY BATTERY BACKUP - CHECK WITH OWNER FOR OPERATION	2.5"W x 8.5"D	O	LED	100W, 10,000L, 35K	120	O	CREE: LSW100-A-ST0-10N-WH-[XXXX]-[XXX]	REFER TO NOTE #3
L2	4' SURFACE/DEEP WRAP	2.5"W x 4.5"D	O	LED	48W, 6000L, 35K	120	O	CREE: LSW-48-A-35K-10W	SAME MOUNTING AS TYPE L1. REFER TO NOTE #3
L2C	4' SURFACE/DEEP WRAP LIGHT W/ EMERGENCY BATTERY BACKUP - CHECK WITH OWNER FOR OPERATION	2.5"W x 4.5"D	O	LED	48W, 6000L, 35K	120	O	CREE: LSW48-A-ST0-10N-WH-EB10	SAME MOUNTING AS TYPE L1 FACTORY INSTALLED (ADD-ON) EMERGENCY POWER PACK. VERIFY (EM) TIMING PLACEMENT WITH DRAWING SHOT PRIOR TO INSTALLATION. REFER TO NOTE #3
L3	DO NOT USE								
L4	STRIP/WRAP	3.5"W x 4.5"D	FL	LED	40W, 4000L, 35K	120	O	CREE: LSW40-A-35K-10N	REFER TO NOTE #3
L4A	STRIP/WRAP W/ EMERGENCY BATTERY BACKUP - CHECK WITH OWNER FOR OPERATION	3.5"W x 4.5"D	FL	LED	40W, 4000L, 35K	120	O	CREE: LSW40-A-ST0-10N-WH-EB10	FACTORY INSTALLED (ADD-ON) EMERGENCY POWER PACK. VERIFY (EM) TIMING PLACEMENT WITH DRAWING SHOT PRIOR TO INSTALLATION. REFER TO NOTE #3
L5	DO NOT USE								
L6	VAPOR TIGHT FIXTURE	8" ROUND	O	LED A19	9.5W, 800L, 27K	120	O	CREE: BA19-08027OMF-RM1-10N	ENCLOSED AND GASKETED. SEALED GLASS WITH CLEAR PC LENS. WIRE GUARDS WHERE INDICATED. REFER TO NOTE #3
L7	DOOR LIGHT		WL	LED PAR30	10W, 1000L, 30K	120	O	CREE: BPAR30-10W-[XXXX]-[XXX]-[XXX]-STD	DOWN LENS AT BACK VESTIBULE DOOR. RECESSED MINERAL BATTEN. REFER TO NOTE #3
L8	DO NOT USE								
L9	150-FT. FLOODLIGHTING SPOT	9.25"L x 4.25"W x 9"D	O	LED	40W, 3800L, 30K	480	O	CREE: ECM-[XXXX]-[XXX]-[XXX]-[X

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



D1 Electrical Plan

SCALE: 1/8" = 1'-0"

GENERAL ELECTRICAL NOTES:

1. ALL MOUNTING HEIGHTS (e.g. +108") ARE FROM THE FINISHED FLOOR TO THE CENTERLINE OF THE DEVICE.
2. REFER TO SHEET E-001 FOR MATERIAL LIST AND GENERAL INSTALLATION NOTES.
3. REFER TO D1/E-501 FOR BELL AND BUZZER WIRING REQUIREMENTS.
4. REFER TO D1/E-401 FOR ONE-LINE DIAGRAM.
5. REFER TO SHEET E-401 FOR SCHEDULE OF CIRCUITS FOR PANEL 1LP & 1P.
6. IN AREAS WHERE NO CEILING IS INSTALLED, CONDUIT SHALL BE RUN JUST BELOW ROOF DECK AT BOTTOM OF UPPER CHORD OF ROOF JOISTS.
7. IF REQUIRED BY ANY LOCAL JURISDICTION, FIRE ALARM SYSTEM CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A COMPLETE FIRE ALARM SYSTEM OR AUTOMATIC (HEAT/SMOKE) DETECTION SYSTEM AS REQUIRED, AND IN ACCORDANCE WITH LOCAL AND STATE CODES. CONTRACTOR SHALL SUBMIT DRAWINGS TO THE LOCAL GOVERNING AUTHORITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

ELECTRICAL PLAN KEYNOTES:

(1) INSTALL JUNCTION BOX(ES) AND BRANCH CIRCUIT FOR FOOD MARKET SIGN. JUNCTION BOX SIGN SHALL BE MOUNTED 12" ABOVE VESTIBULE CEILING. ALL CONDUIT RUNS AND ROUGH-INS SHALL BE CONCEALED IN WALL PRIOR TO DRYWALL. VERIFY LOCATIONS AND REQUIREMENTS WITH GENERAL CONTRACTOR, SIGN INSTALLER AND ARCHITECTURAL ELEVATIONS.

(2) INSTALL JUNCTION BOX(ES) AND BRANCH CIRCUIT FOR LOGO SIGNS. VERIFY LOCATIONS AND REQUIREMENTS WITH GENERAL CONTRACTOR, SIGN INSTALLER AND ARCHITECTURAL ELEVATIONS.

(3) SURFACE MOUNT JUNCTION BOX WITH 1/2" EMT STUBS UP THROUGH TOP OF COOLER AND FREEZER. SEAL PENETRATION WHERE USING MUNGO APPROVED BY REFRIGERATION CONTRACTOR. CONDUITS PASSING THROUGH COOLER/FREEZER WALLS SHALL BE FILLED AND SEALED PER NEC 300.7

(4) SEAL ENCLOSURES AND CONDUIT PENETRATIONS THROUGH COOLER AND FREEZER WALLS WITH SEALING COMPOUND APPROVED BY REFRIGERATION CONTRACTOR. CONDUITS PASSING THROUGH COOLER/FREEZER WALLS SHALL BE FILLED AND SEALED PER NEC 300.7

(5) WAP-1 MOUNTED ON ROOF. REFER TO D2/E-501 AND D3/E-501 FOR WIRING RECORDS NEEDS.

(6) WAP-1 MOUNTED ABOVE CEILING. REFER TO E-401 FOR WIRING REQUIREMENTS.

(7) SWITCH EN-3 AND EN-2 WITH EMS SYSTEM THROUGH CONTACTOR ENCLOSURE. REFER TO CONTROL DIAGRAM D1/E-402.

(8) LOCATE POWER POLE ABOVE SPOT MERCHANDISER. REFER TO DETAIL B2/E-501 FOR INSTALLATION REQUIREMENTS.

(9) SAFES FLOOR OUTLETS SHALL BE MOUNTED IN THE WALL MOUNT (VERTICAL) POSITION TO SIDE OF JOIST CAVITY IN LOCATIONS INDICATED. OUTLETS WILL NOT OPERATE IN CEILING MOUNT POSITION (HORIZONTAL). REFER TO D1/E-501 FOR BELL AND BUZZER WIRING DIAGRAM.

(10) PROVIDE FLEXIBLE CONDUIT BETWEEN DISCONNECT AND BAR FEEDING ENOUGH TO MOVE BALER 3' FROM WALL. ANCHOR DISCONNECT SECURELY TO FRAMING/BRICK WALL. FIELD VERIFY DISCONNECT LOCATION WITH EQUIPMENT POWER FEED PRIOR TO ROUGH-IN.

(11) F.C. SHALL INSTALL JUNCTION BOX ABOVE DOOR IN ENTRY AREA. EXTEND FLEXIBLE CONDUIT AND CONDUCTORS THROUGH MULLION TO DOOR OPERATOR LOCATION. CONNECTION TO OPERATOR BY E.C.

(12) VERIFY LOCATION OF DOOR OPERATOR IN ENTRY AREA WITH DOOR SUPPLIER FOR CONDUIT INSTALLATION.

(13) INSTALL PB-2 AT +42" IN THE ALUMINUM DOOR JAMB PERPENDICULAR TO GLASS IN LOCATION SHOWN. VERIFY EXACT LOCATION WITH ALUM SUP.

(14) FOR SECURITY ROUGH-IN FOR CONDUIT AND JUNCTION BOX REQUIREMENTS AT DOORS, REFER TO ARCHITECTURAL INTERIOR ELEVATIONS AND CONDUIT LAYOUT PLANS. INSTALL JUNCTION BOXES AND CONDUITS AS REQUIRED. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT FOR SECURITY AND FIRE ALARM SYSTEM. COORDINATE FINAL CONDUIT REQUIREMENTS WITH SECURITY CONTRACTOR. WIRING PROVIDED AND INSTALLED BY SECURITY CONTRACTOR.

(15) PROVIDE 1-1/2" CONDUIT CONCEALED IN CONCRETE FROM CONTROL PANEL TO DOCK LEVELER. COORDINATE WITH EQUIPMENT INSTALLER. REFER TO ARCHITECTURAL DRAWINGS FOR OVERHEAD DOOR SEL DETAIL.

(16) CENTER RECEPTACLES ALONG SHELF. INSTALL RECEPTACLES 18" ABOVE SHELF SPACED 12'-0" ON CENTER. PROVIDE 6'-0" LONG "SO" CORD AND INSTALL ON BATTERY CHARGERS.

(17) WIRE THROUGH CIRCUIT BREAKER IN (UPS#) WITH MINIMUM #12 CONDUCTORS IN CONDUIT. REFER TO E-E-C1 ON DRAWING E-501 FOR WIRING DIAGRAMS. ALL UPS POWERED RECEPTACLES SHALL BE LABELED ON DEVICE FACEPLATE "UPS-#" WHERE # = CIRCUIT NUMBER.

(18) INSTALL JUNCTION BOXES WITH CIRCUITS INDICATED AS HIGH AS POSSIBLE FOR FUTURE CHECKOUTS. UPS CIRCUITS SHALL BE LABELED AND TERMINATE IN JUNCTION BOX ABOVE UPS LOCATION FOR FUTURE INSTALLATION OF ADDITIONAL UPS AND BYPASS.

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Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Electrical Plan
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	E-201
Scale: As Noted	Drawing No.

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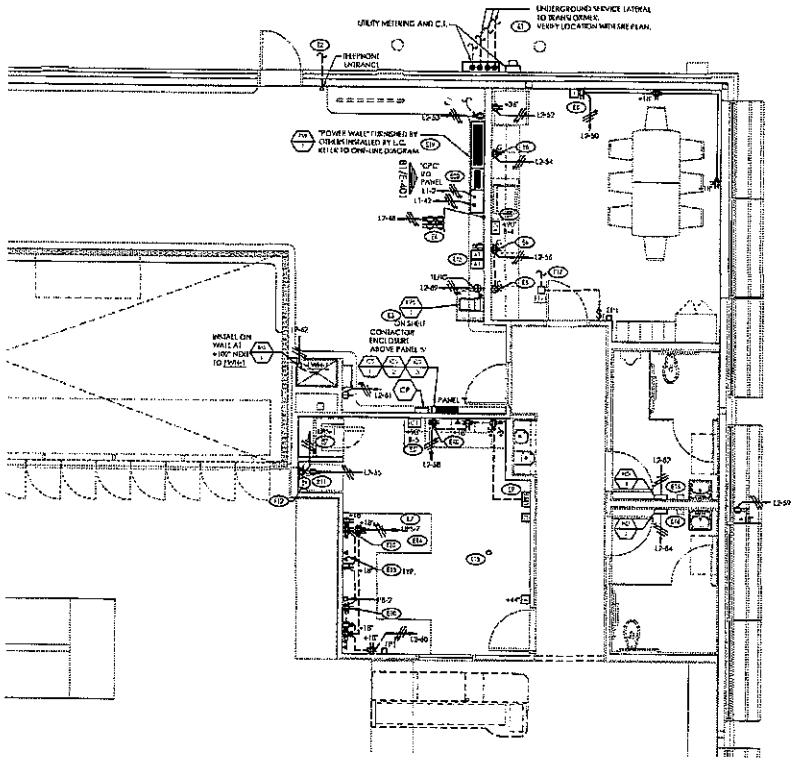

Enlarged Plan
Office, Break Room and Utility
B1 SCALE: 1/4" = 1'-0"

ENLARGED PLAN KEYNOTES

E1 ELECTRICAL SERVICE ENTRANCE. REFER TO ONE-LINE DIAGRAM E1.0-401. FULLY COORDINATE METERING AND CONDUIT REQUIREMENTS WITH UTILITY COMPANY PRIOR TO BID.

E2 I.C. SHALL PROVIDE 3" MINIMUM PVC CONDUIT UNDERGROUND FOR TELEPHONE. EXTEND 6CS CONDUIT A MINIMUM OF 10'-0" HORIZONTAL FROM BUILDING. VERIFY LOCATION AND EXACT REQUIREMENTS WITH TELEPHONE COMPANY. EXTEND CONDUIT 6" ABOVE PAVED CURB AND INSTALL INSULATED BUSHING. BOND TO GROUND BAR IN (D/V) WITH 1 #6 BARE COPPER GROUND.

E3 REFER TO A1.0-501 FOR WIRING DIAGRAM FOR (UPS)-1 AND SYSTEM BYPASS. (UPS)-1 AND ASSE MAINTENANCE TO BE MOUNTED ON BIC SHELF, VALID BY G.C. COORDINATE THEFT LOCK RECEPTACLE LOCATION WITH SHELF AND UNIT. VERIFY EXACT LOCATION WITH ALDI REPRESENTATIVE. G.C. SHALL COORDINATE UPS SYSTEM TEST WITH ALDI REPRESENTATIVE AT TIME OF PUNCH LIST.

E4 LOCATE TWO RECEPTACLES SPACED 6" ON CENTER AT 9'-0" A.F.F. AND TWO RECEPTACLES SPACED 6" ON CENTER 9'-6" FOR SECURITY SYSTEM POWER PACKS. COORDINATE LOCATION WITH SECURITY SYSTEM INSTALLER PRIOR TO ROUGH-IN.

E5 CAMS SHALL BE SURFACE MOUNTED IN LOCATION INDICATED PER MANUFACTURERS RECOMMENDATIONS. REFER TO E1.0-501 FOR ROLL AND BULLY WIRING DIAGRAM AND E-001 FOR MATERIALS LIST.

E6 RECEPTACLES TO BE INSTALLED ABOVE COUNTER IN BREAK ROOM. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS. FIELD VERIFY WITH LOCATION OF COUNTER PRIOR TO ROUGH-IN.

E7 WIRE BRANCH CIRCUIT RELATED TO (UPS)-1 WITH MINIMUM #12 CONDUCTORS IN CONDUIT. REFER TO A1.0-501 FOR WIRING DIAGRAM. ALL UPS POWERED RECEPTACLES SHALL BE LABELED ON DEVICE FACEPLATE "UPS-1" WHERE 1 = CIRCUIT NUMBER.

E8 PROVIDE DUPLEX RECEPTACLE AND SINGLE GANG JUNCTION BOX WITH 3/4" CONDUIT TO ABOVE CEILING FOR TIME CLOCK. RECEPTACLE AND JUNCTION BOX SHALL BE MOUNTED IN FLAT PANEL COMMUNICATION FACILITIES, HUBBELL #SP4A2TWH WITH #SP4AWC COVER. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS FOR LOCATION.

E9 FACILITY STATUS DISPLAY. PROVIDE 3/4" CONDUIT TO ABOVE CEILING FOR COMM. WIRING.

E10 RECEPTACLES TO BE INSTALLED ABOVE COUNTER IN OFFICE. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS. FIELD VERIFY WITH LOCATION OF COUNTER PRIOR TO ROUGH-IN.

E11 JUNCTION BOX AND RECEPTACLE LOCATION IN B RACK ALCOVE SHALL LOCATED SO THAT THEY ARE NOT OBSTRUCTED BY RACK FRAMING AND BRACING. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS FOR COORDINATION. COMPUTER/SCANNER CABLES AND INSTALLATION SHALL BE BY OTHERS.

E12 PROVIDE 30"X 10"X 4" RECESSED BOX WITH (3) SURE 2" CONDUITS TO ABOVE CEILING. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS FOR BOX AND RECEPTACLE LOCATIONS.

E13 PROVIDE SINGLE GANG BOX AND 3/4" CONDUIT TO ABOVE CEILING FOR CABLING. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS.

E14 REFER TO ARCHITECTURAL INTERIOR ELEVATIONS FOR COORDINATION OF COMPUTER OUTLET AND RECEPTACLE LOCATIONS. COMPUTER/SCANNER CABLES AND INSTALLATION SHALL BE BY OTHERS.

E15 DUCT SMOKE REMOTE TEST STATIONS SHALL BE LOCATED ADJACENT TO FIRE ALARM PANEL. COORDINATE LOCATIONS WITH FIRE ALARM SYSTEM INSTALLER PRIOR TO ROUGH-IN.

E16 INSTALL (HD)-1 HAND DRYER IN RESTROOM. REFER TO ARCHITECTURAL INTERIOR ELEVATION FOR LOCATION AND MOUNTING HEIGHT.

E17 SWITCH (EF-1 IN BREAK ROOM WITH A DIGITAL TIMER SWITCH/SWITCH SET TO 30 MIN TIME DELAY. PROVIDE POWER TO (EF-1 FROM LIGHTING CIRCUIT.

E18 PROVIDE 2" RIGID GALVANIZED STEEL CONDUIT FROM 3' BELOW ROOF DECK UP THROUGH ROOF. PROVIDE WEATHER HEAD AT CONDUIT END MOUNTED A MINIMUM OF 1' ABOVE ROOF LINE. FIELD VERIFY EXACT LOCATION OF PENETRATION PRIOR TO INSTALLATION. G.C. SHALL COORDINATE FLASHING REQUIREMENTS WITH ROOFING MANUFACTURER.

E19 REFER TO ENS DRAWINGS FOR ADDITIONAL INFORMATION ON ENS DEVICES MOUNTED IN POWERWALL.

E20 ELECTRICAL CONTRACTOR SHALL PROVIDE 17" DIAMETER ELECTRICAL CLEARANCE WARNING LABEL AS DISTRIBUTED BY LMDICO; SKU: #18-845. COORDINATE INSTALLATION LOCATION WITH ARCHITECTURAL DRAWINGS AND G.C.

E21 FULLY COORDINATE GENERATOR CONNECTION REQUIREMENTS AND SECURE APPROVAL FROM UTILITY COMPANY AND ALDI REP. VERIFY FINAL LOCATION OF GENERATOR CONNECTION BOX WITH ARCHITECT PRIOR TO INSTALLATION. REFER TO ONE-LINE DIAGRAM E1.0-401.

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Picard Engineering

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Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Enlarged Plan
Drawing Name:

Date: Date
Project No.
Proj. No.
Type: RHSD-V7
Drawn By: XXX
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Scale: As Noted
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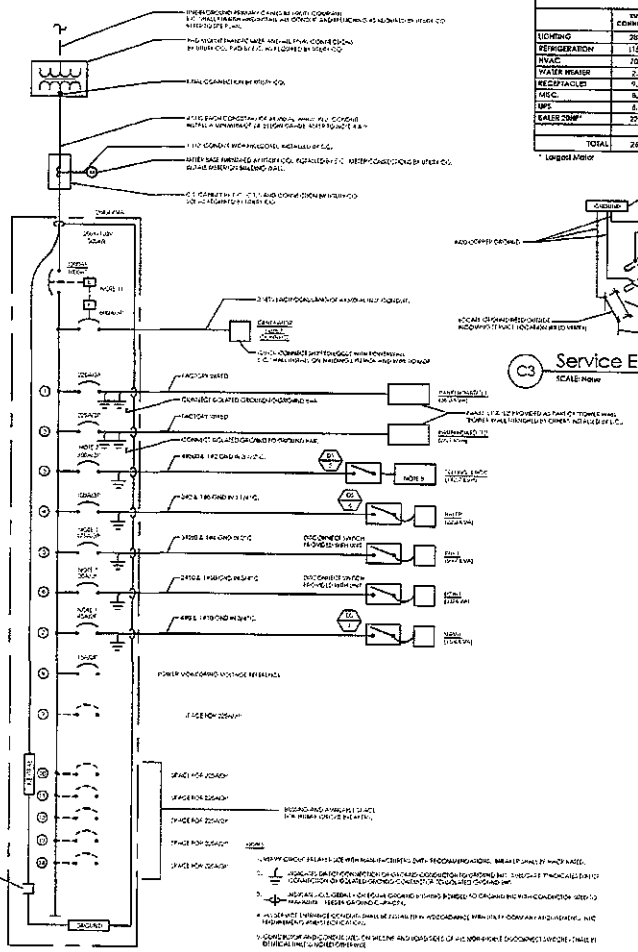
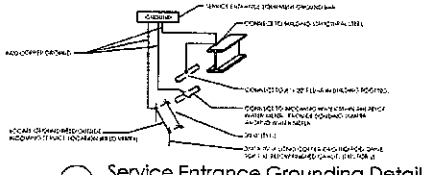
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

ELECTRICAL LOAD SUMMARY		
	KVA CONNECTED	KVA REC
LIGHTING	28.6	25.7
REFRIGERATION	116.7	113.7
HVAC	70.9	62.6
WATER HEATER	2.0	2.0
RECEPTACLES	9.3	9.0
MISC.	8.0	8.9
UPS	8.9	6.0
SALES ZONE*	20.5	27.9
TOTAL	264	265

* Largest Meter



D1 One-Line Diagram
SCALE: None



C3 Service Entrance Grounding Detail
SCALE: None

PANELBOARD SCHEDULE L1

CKT	AMP	P	WIRE	LOAD	KVA/P	KVA/M	KVA/E	PH	CKT#	KVA/P	KVA/M	KVA/E	MCCB	LOC	LOAD	WIRE	P	AMP	CKT
1	20	1	#10	Sales Lighting	1.0			A								#12	1	20	1
3	20	1	#10	Sales Area Lighting	1.0			B								#12	1	20	3
5	20	1	#10	Sales Area Lighting	1.0			A								#12	1	20	5
7	20	1	#10	Sales Area Lighting	1.0			B								#12	1	20	7
9	20	1	#10	Sales Area Lighting	1.0			A								#12	1	20	9
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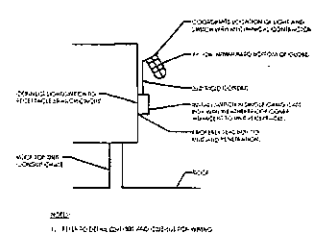
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



D3 RTU Service Light Mounting Detail
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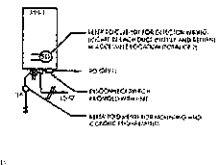

C3 RTU-1 Detail
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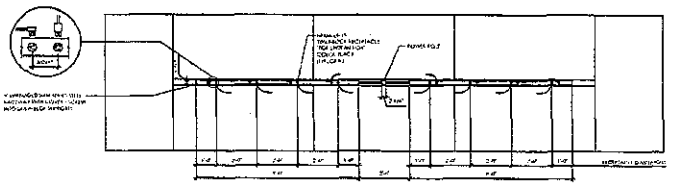
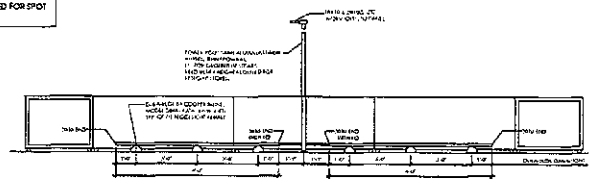


NOTE:
CONTRACTOR SHALL FIELD VERIFY RECEPTACLE TYPE REQUIRED FOR SPOT MERCHANDISER UNIT.



B2 Spot Merchandiser Raceway Detail
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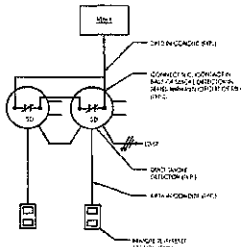
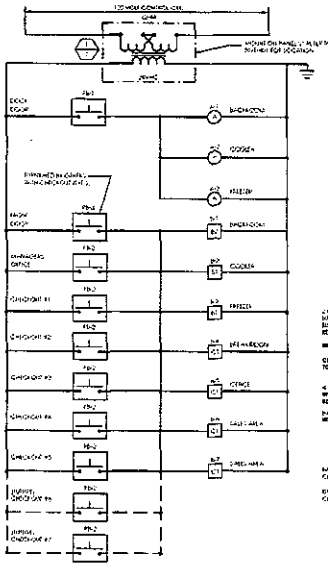
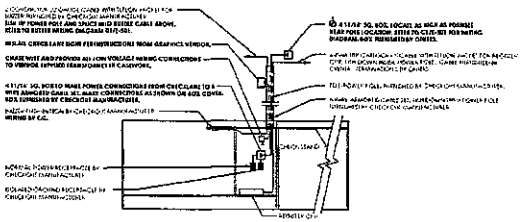


C2 Duct Smoke Detector Wiring Detail
SCALE:



D1 Bell and Buzzer Wiring Diagram
SCALE: N.T.S.



C1 Checkout Wiring Detail
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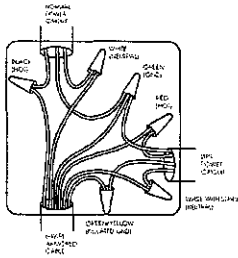
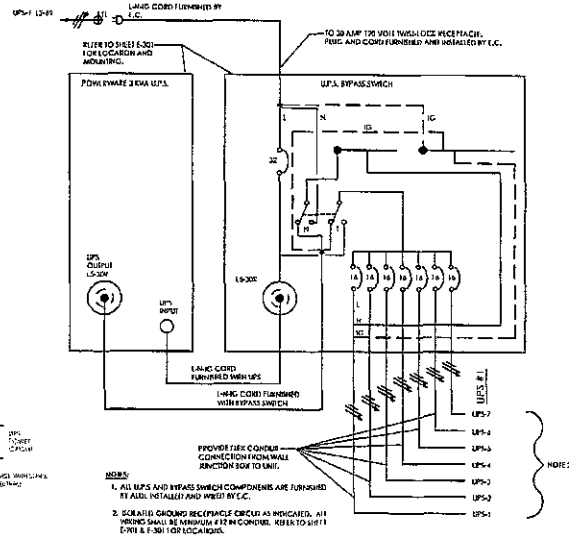


B1 Checkout Wiring Diagram
SCALE: N.T.S.



A1 UPS Wiring Diagram
SCALE: N.T.S.

Issued:		Date:
A	Issued for Use/Reference	03/05/14
B		
C		
D		
E		

Revisions:	Date:
1	
2	
3	
4	
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Seal Seal

PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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DO NOT SCALE PLANS

APD ENGINEERING & ARCHITECTURE, PLLC
615 Fishers Run
Victor, NY 14564
585.742.2772
585.924.4984 fax
www.apdpc.com

Picard Engineering

ALDI Inc.
Division Address
Division City, Division State, Zip

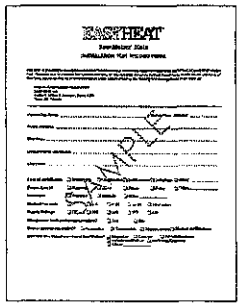
ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Electrical Details
Drawing Name:

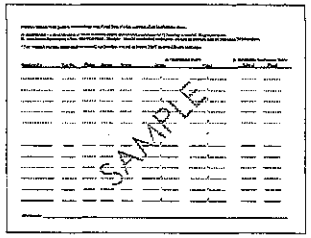
Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	E-501
Scale: As Noted	Drawing No.

PLOTTED: 4/2/2014 11:38 AM

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



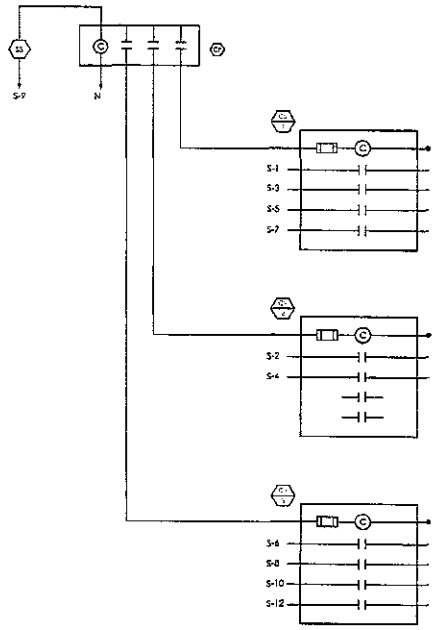
NOTE:
CONTRACTOR SHALL FOLLOW ALL INSTALLATION GUIDELINES AND INSTRUCTIONS INCLUDING SUBMISSION OF INSTALLATION TEST RECORD FORMS AS SHOWN IN THE SAMPLE BELOW. TEST RECORD FORMS ARE INCLUDED IN THE INSTALLATION KIT. A COPY OF THE TEST RECORD DOCUMENTATION INCLUDING RECORD DRAWING OF THE INSTALLATION SHEARS TO BE LOCATED NEAR THE SNOW MELT CONTROL PANEL.



SNOW MELTING SYSTEM MAT SCHEDULE

CODE	LENGTH	WIDTH	AREA	WATTS	AMPS	VOLTS	TOTAL OHMS	LEAD LENGTH	PART NUMBER	QTY
A	9'-6"	3'-6"	33.25	1662	8.0	208	26.03	50'	9'6" H 42-8-50	4
B	6'-6"	5'-0"	32.50	1625	7.8	208	26.62	50'	6'6" H 60-8-50	1
C	18'-0"	2'-6"	45.00	2250	10.8	208	19.22	50'	18'0" H 30-8-50	3
D	8'-0"	2'-6"	20.00	1000	4.8	208	43.33	50'	8'0" H 30-8-50	1

NOTE:
SNOW MELT SYSTEM DESIGN BASE MANUFACTURER IS EASYHEAT AN EMERSON INCIDENTAL AUTOMATION COMPANY. REFER TO MANUFACTURER DRAWING T-001 FOR ADDITIONAL SYSTEM COMPONENTS

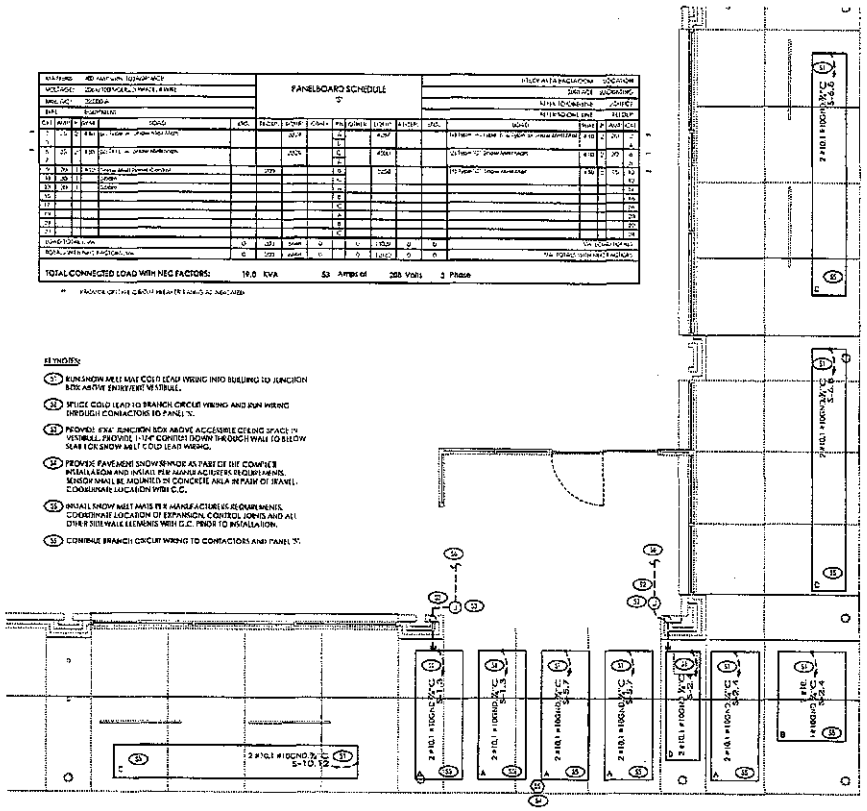


D2 Snow Melting Control Diagram
SCALE: N.T.S.

PANELBOARD SCHEDULE

TOTAL CONNECTED LOAD WITH NEC FACTORS: 19.0 KVA 53 Amps at 208 Volts 3 Phase

KEYNOTES:
1. RUN SNOW MELT MAT COLD LEAD WIRING INTO BUILDING TO JUNCTION BOX ABOVE ENTRYWAY VESTIBULE.
2. SPLICE COLD LEAD TO BRANCH CIRCUIT WIRING AND RUN WIRING THROUGH CONTACTORS TO PANEL 'X'.
3. PROVIDE 4"X4" JUNCTION BOX ABOVE ACCESSIBLE CEILING SPACE IN VESTIBULE. PROVIDE 1-1/4" CONDUIT DOWN THROUGH WALL TO BELOW SLAB FOR SNOW MELT COLD LEAD WIRING.
4. PROVIDE PAVEMENT SNOW SENSOR AS PART OF THE COMPLETE INSTALLATION AND INSTALL PER MANUFACTURERS REQUIREMENTS. SENSOR SHALL BE MOUNTED IN CONCRETE AREA REPAIR OF TRAVEL. COORDINATE LOCATION WITH C.G.
5. INSTALL SNOW MELT MATS PER MANUFACTURERS REQUIREMENTS. COORDINATE LOCATION OF EXPANSION, CONTROL JOINTS AND ALL OTHER SIDEWALK ELEMENTS WITH C.G. PRIOR TO INSTALLATION.
6. CONTINUE BRANCH CIRCUIT WIRING TO CONTACTORS AND PANEL 'S'.



B1 Snow Melting System Plan
SCALE: 1/4" = 1'-0"

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PROJECT LEAD DATE

PROJECT DESIGNER DATE

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585.742.1932
585.924.4814 fax
www.apdA.com

Picard Engineering

ALDI Inc.
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Snow Melting System Plan
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	E-600
Scale: As Noted	Drawing No.

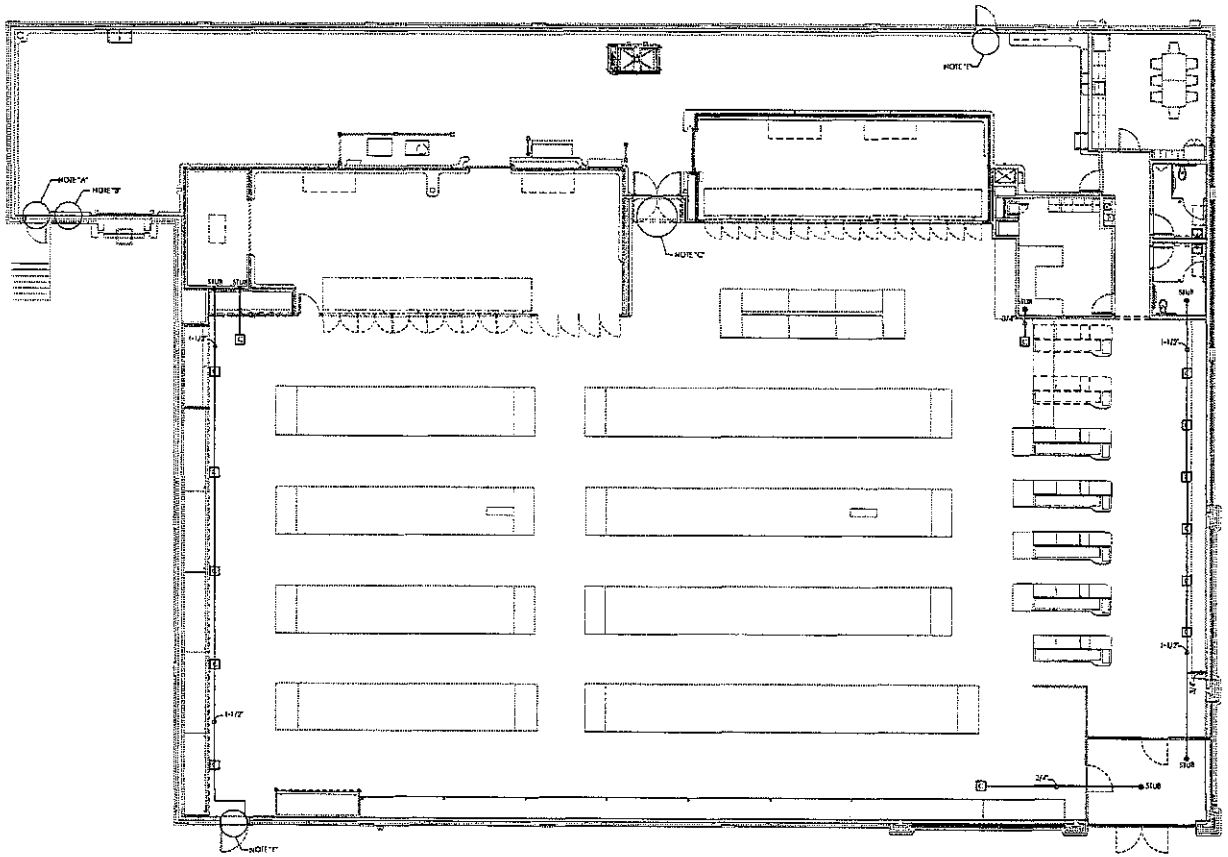
PLOTTED: 6/3/2014 11:48 AM

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

	COMPANY	SIGNATURE	DATE
SYSTEM VENDOR			
GENERAL CONTRACTOR			
ELECTRICAL CONTRACTOR			

SIGN-OFF PROCEDURE:

1. THE G.C. SHALL SEND THE CONDUIT LAYOUT DRAWINGS TO THE SYSTEM INSTALLER FOR THEIR REVIEW, COMMENT AND MARK UP.
2. THE SYSTEM INSTALLER SHALL MARK UP THE PLAN WITH ANY CHANGES OR ADDITIONAL DETAILS, THEN SIGN AND DATE WITH THEIR COMPANY NAME AND SEND IT BACK TO THE G.C.
3. UPON RECEIPT OF THE PLAN THE G.C. WILL THEN THEN SIGN AND DATE WITH THEIR COMPANY NAME INDICATING THAT THEY ACCEPT THE MARKED UP PLAN WITH E.C..



GENERAL SECURITY CONDUIT NOTES:

- 1-1/2" CONDUIT IN FRONT OF STORE (JOHN & SRUS INTO CEILING PLENUMS IN OFFICE AREA & VESTIBULE.
- ALL JUNCTION BOXES ARE 4x4, BOXES SET INTO WALLS TO INCLUDE A SINGLE GANG PLASTER RING.
- ALL JUNCTION BOXES IN OPEN CEILING AREAS SHALL BE MOUNTED TO BOTTOM OF BAR JOIST, UNLESS OTHERWISE NOTED.

BL Security System Conduit Plan
SCALE: 1/8" = 1'-0"
NORTH

ROCK MAN DOOR - NOTE "A"	ROCK AREA STRETCHING - NOTE "B"	SWING DOOR - NOTE "C"	SALES & BACKROOM EGRESS DOOR - NOTE "D"
TO BAR JOIST OR CONDUIT SYSTEM DAY SOUNDER 108" DAY KEYSWITCH 66" TRUCK KEYPAD 36" LATCH SIDE FLOOR	TO BAR JOIST OR CONDUIT SYSTEM CHECK BLUE PRINT FOR ELEVATION	MOUNT UP SWITCH ON BACKROOM SIDE OF SWING DOOR, AND/OR NEXT TO DOOR STOCKROOM SWITCH AT SAME HEIGHT	DAY SOUNDER 108" DAY KEYSWITCH 60" LATCH SIDE FLOOR

NOTE:

THIS CONDUIT DRAWING IS FOR REFERENCE ONLY. THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL FIRE ALARM SYSTEM (IF REQUIRED) AND SECURITY SYSTEM REQUIREMENTS WITH ALDI'S FIRE ALARM AND SECURITY SYSTEM VENDOR(S) AND SHALL PROVIDE ALL RACEWAYS, CONDUIT AND BOXES AS REQUIRED FOR INSTALLATION OF SYSTEM EQUIPMENT, DEVICES AND CABLING. ALL REQUIRED RACEWAYS, CONDUIT AND BOXES SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR FOR USE BY THE FIRE ALARM AND SECURITY SYSTEM INSTALLER(S). REFER TO SIGN-OFF PROCEDURE LOCATED ON THIS SHEET.

PLOTTED: 6/5/2016 11:58 AM

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www.apdpllc.com

ALDI Inc.
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Security System Conduit Plan
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	CLP-101
Scale: As Noted	Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

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SYSTEM VENDOR			
GENERAL CONTRACTOR			
ELECTRICAL CONTRACTOR			

SIGN-OFF PROCEDURE:

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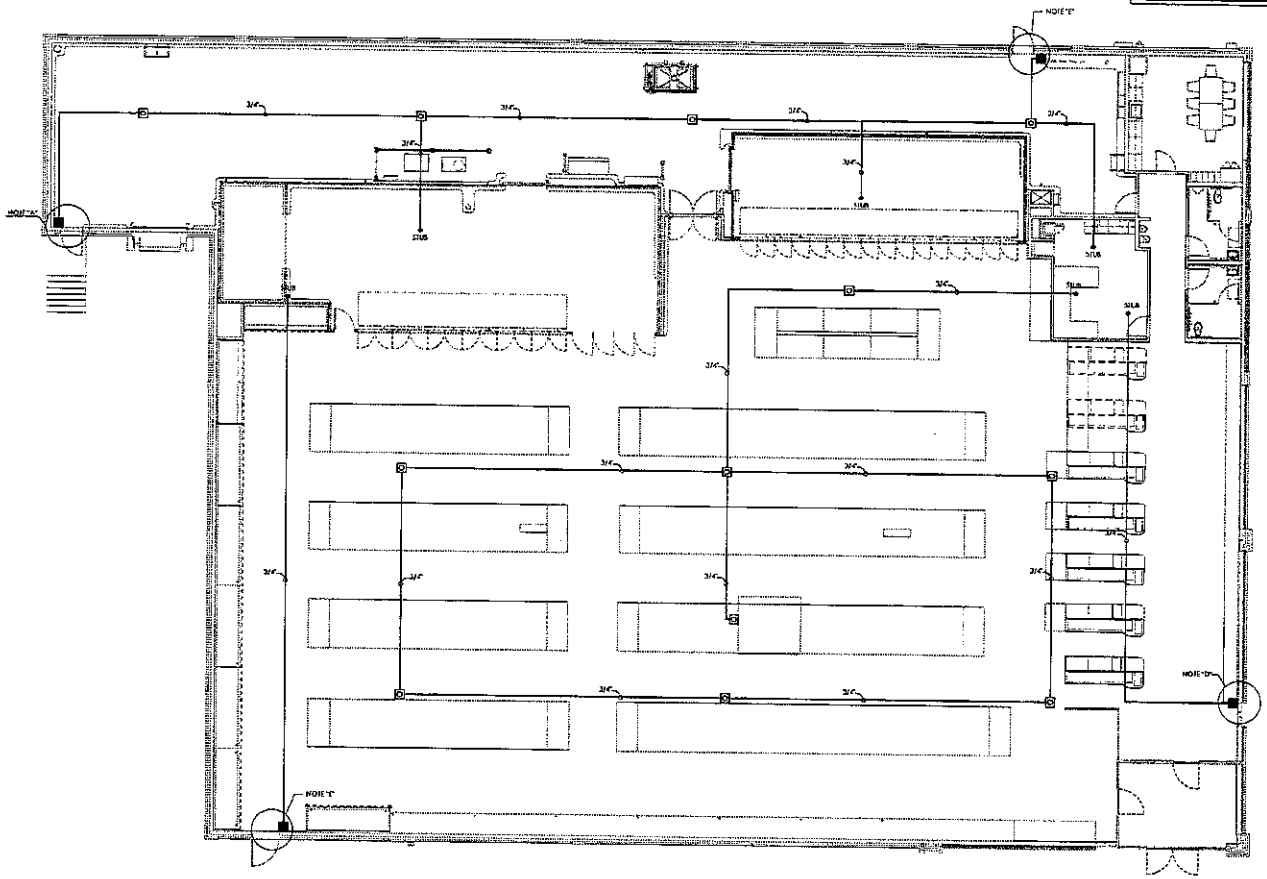
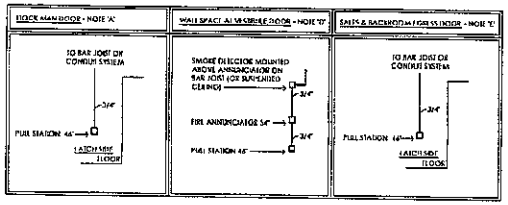


D1 Fire Alarm Conduit Plan
SCALE: 1/8" = 1'-0"

NORTH



NOTE:

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PROJECT DESIGNER DATE

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Victor, NY 14564

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Division City, Division State, Zip

ALDI Inc. Store #: XX
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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Fire Alarm Conduit Plan
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	CLP-102
Scale: As Noted	Drawing No.

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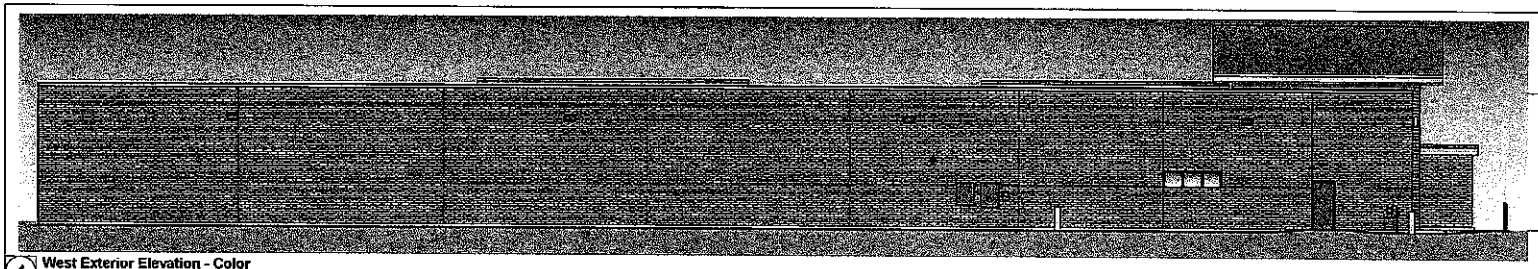
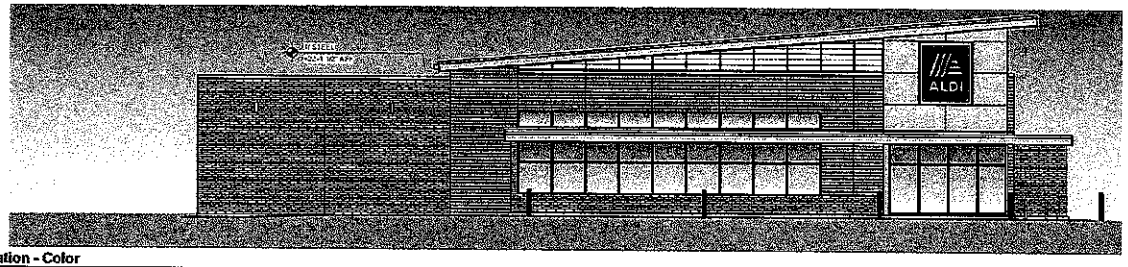
EXHIBIT "F"

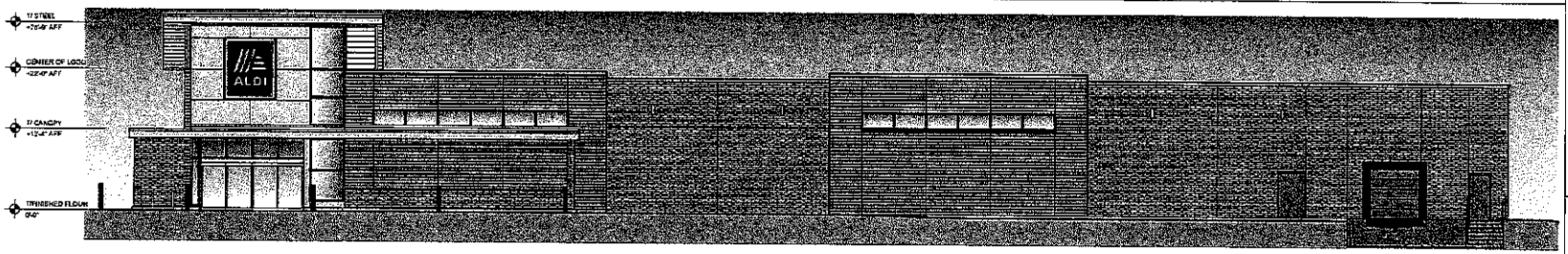
TENANT'S APPROVED SIGNAGE



4 West Exterior Elevation - Color
Scale: 1/8" = 1'-0"



3 South Exterior Elevation - Color
Scale: 1/8" = 1'-0"



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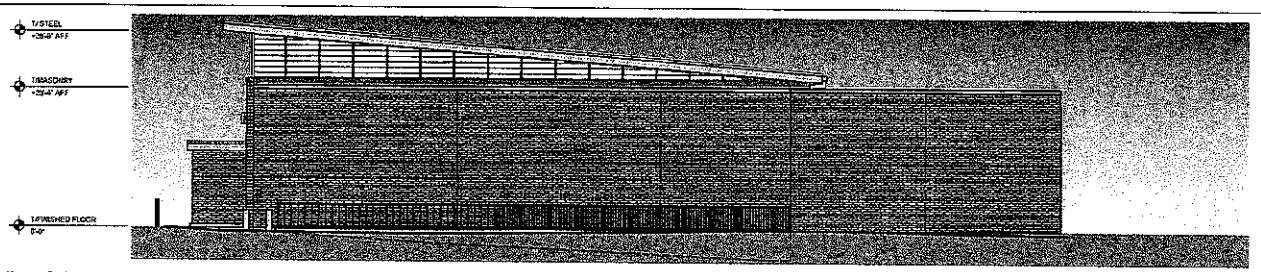
Scale: 1/8" = 1'-0"



1 North Exterior Elevation - Color
Scale: 1/8" = 1'-0"

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Farnsworth
GROUP
1744 W. JEFFERSON STREET, SUITE 300
SHELBYVILLE, ILLINOIS 62464
(217) 774-9743 | www.farnsworthgroup.com
Engineers | Architects | Surveyors | Scientists

ALDI Inc.
197 E. DIVISION ROAD
VALPARAISO, IN 46383

ALDI Inc.
CRESTWOOD
CRESTWOOD RIVER CROSSING

Project Name & Location:

EXTERIOR ELEVATIONS

Drawing Name:

Date: 03/23/2018
Type: RMRD-V1
Drawn By: AW
Scale: As Noted

Project No.
0180095.00

A-201
Drawing No.

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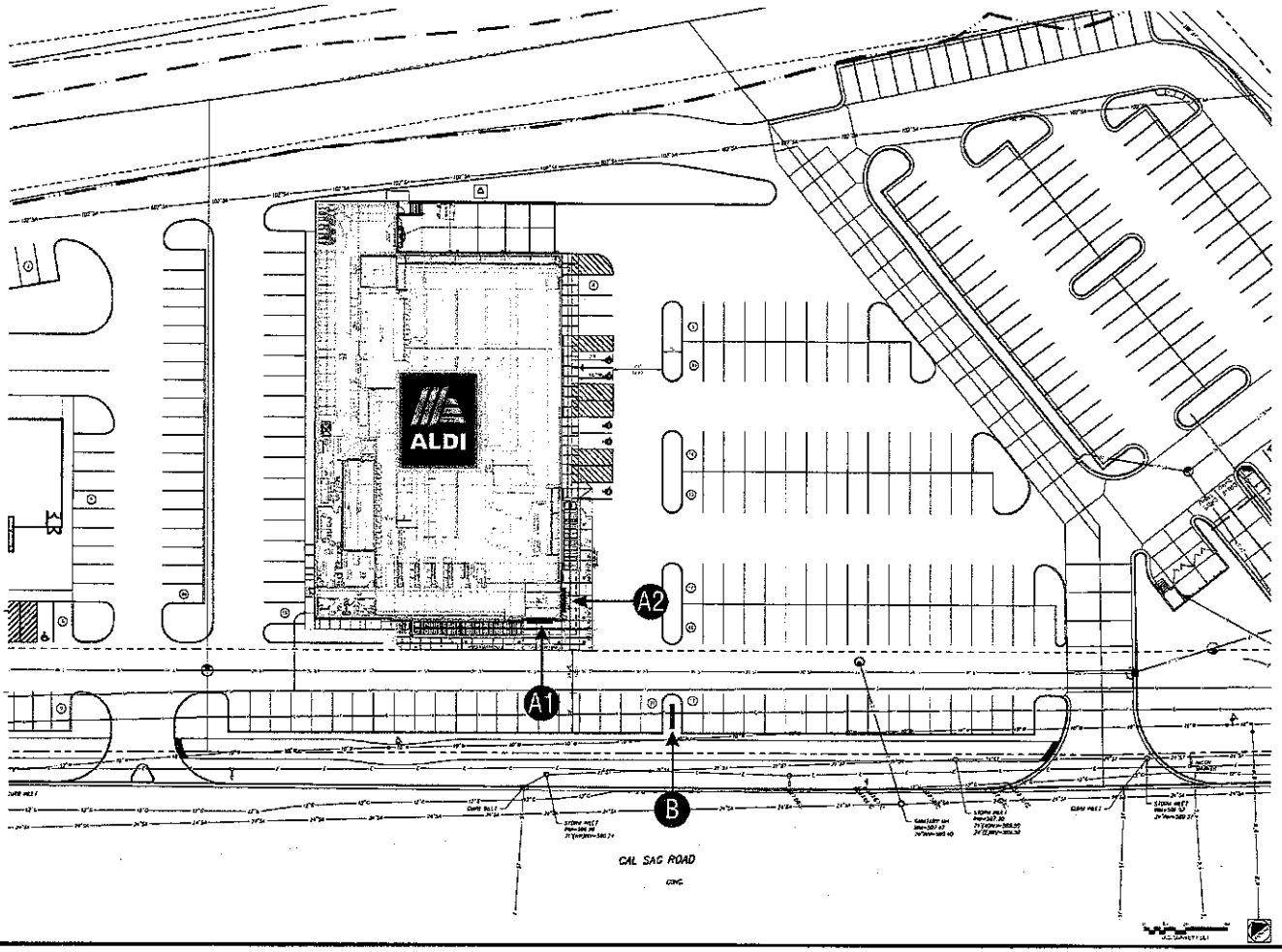

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GENERAL SIGN CONTRACTORS

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ADDRESS	4800 CAL SAG RD.						
CITY	CRESTWOOD	STATE	IL	DESIGNER	KM	SALESPERSON	TD
DRWG. NO.	16576	SCALE:	NOTED	DATE:	03.30.2018	SHEET NO.	1

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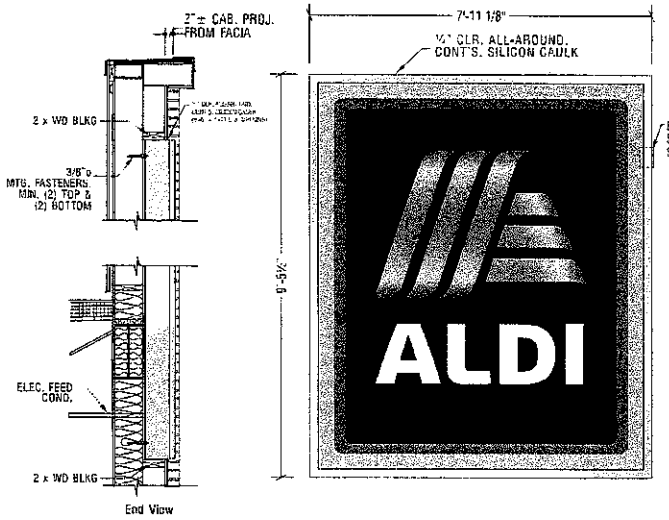


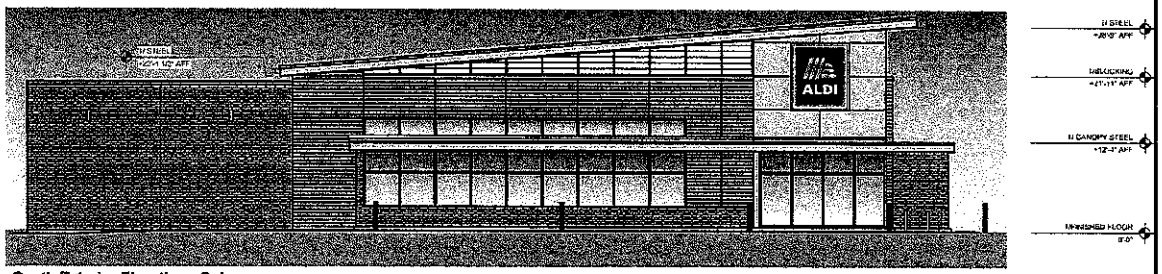
A Standard 'Flex-Face' Illum'd. Wall Sign

TWO(2) req'd. scale: 3/8"=1'-0"

DESCRIPTION:
- FLEX FACE GRAPHICS:
  - -COPY, WHITE ON A PMS #281 BLUE BKGD.
  - -LOGO, PRINTED GRADIENT
  - -OUTER BORDER, PMS #7548 YELLOW
  - -CENTER BORDER, PMS #3564 ORANGE
  - -INNER BORDER, PMS #2035 RED
- ALUMINUM CABINET & MOULDING, "SLATE GRAY" ENAMEL FIN.

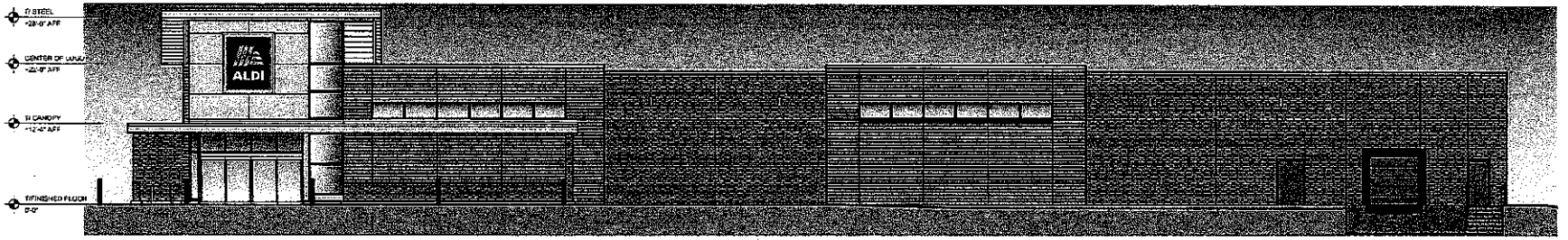
PANTONE COLORS

- Pantone® 7548 C Yellow
- Pantone® 3564 C Orange
- Pantone® 2035 C Red
- Pantone® 281 C Dark Blue



South Exterior Elevation - Color

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



East Exterior Elevation - Color

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

DOYLE

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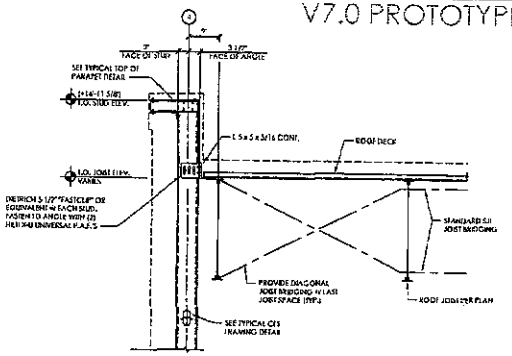
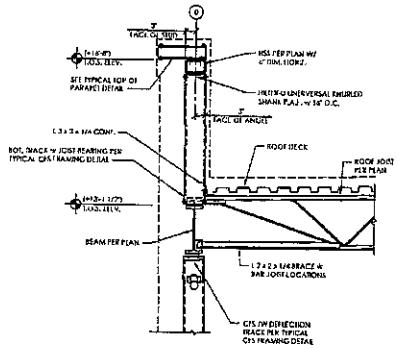
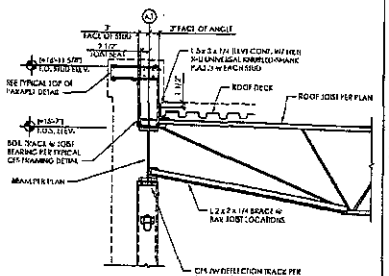


C3 Section
SCALE: 3/4" = 1'-0"



B3 Section
SCALE: 3/4" = 1'-0"



A3 Section
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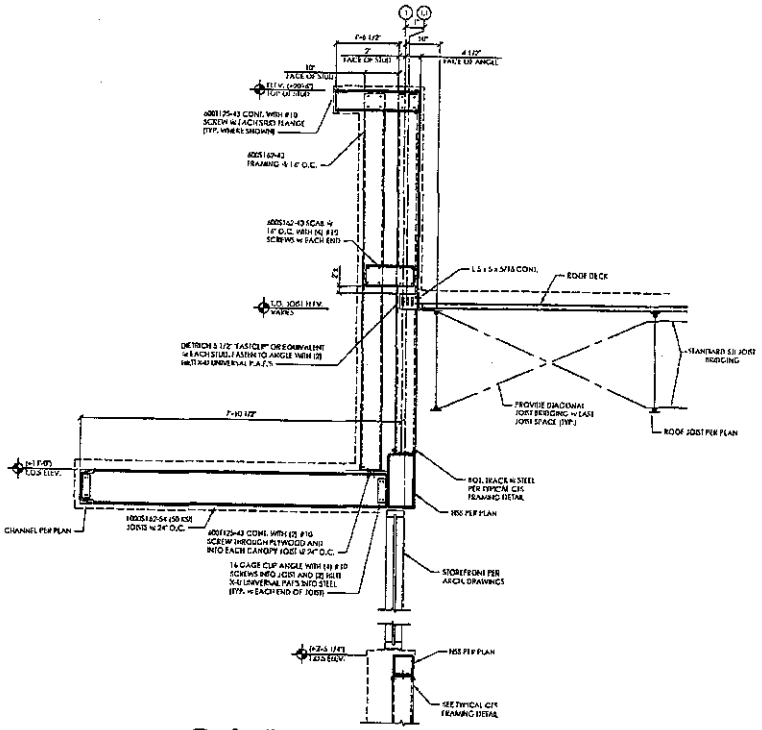
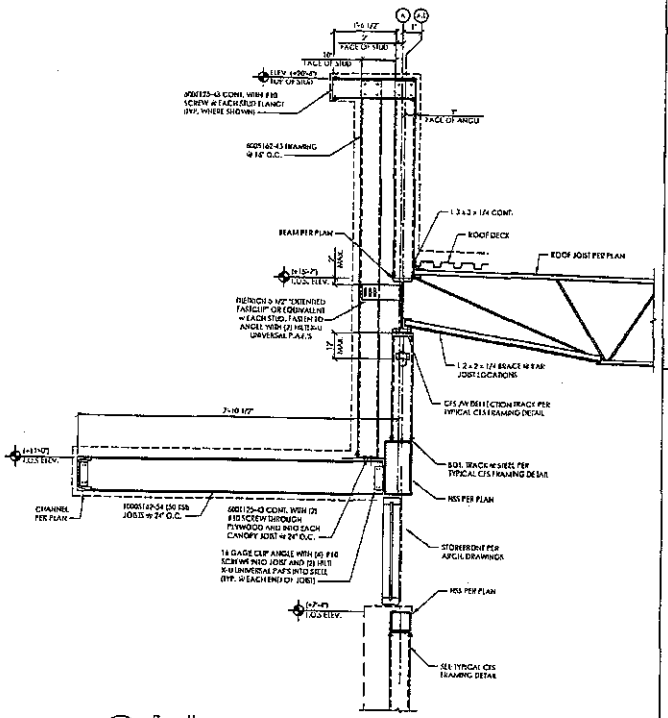


C1 Section
SCALE: 3/4" = 1'-0"



A1 Section
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(770) 889-9301

ALDI Inc. Store #: XX
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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Steel Framing Section & Details
Drawing Name:

Date: Date

Type: RHSD-V7

Drawn By: XXX

Scale: As Noted

Project No.
Proj. No.

S-403
Drawing No.

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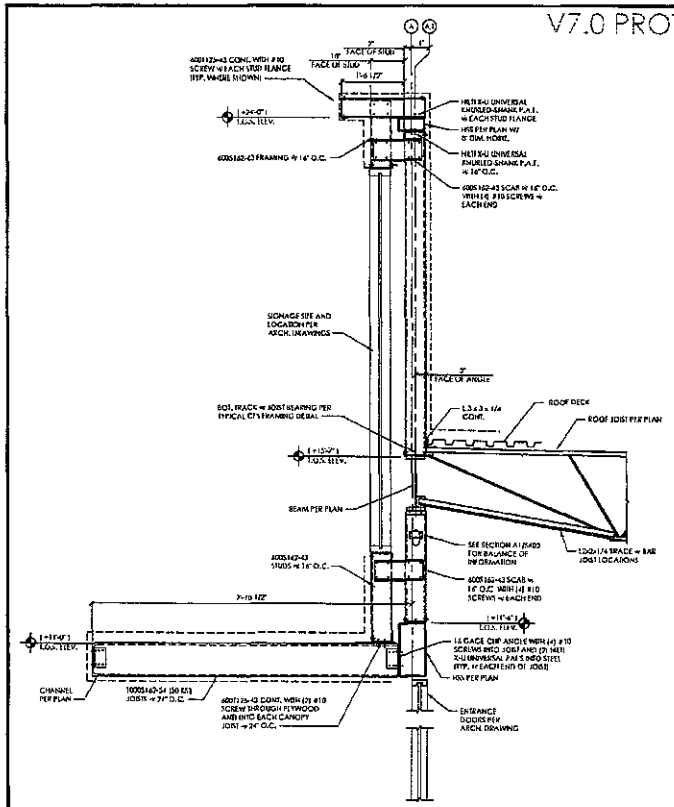
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



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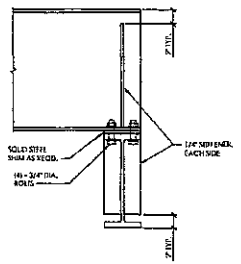
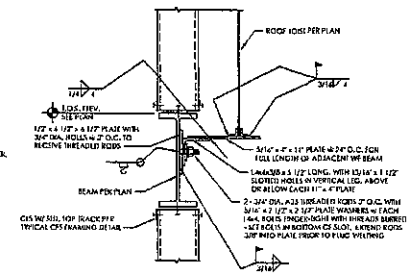


D1 Section
SCALE: 1 1/2" = 1'-0"



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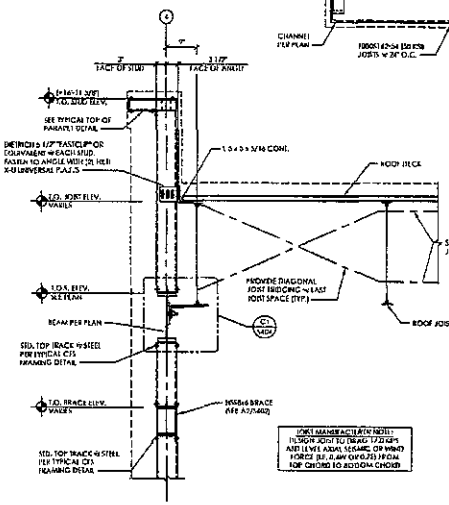

B1 Section
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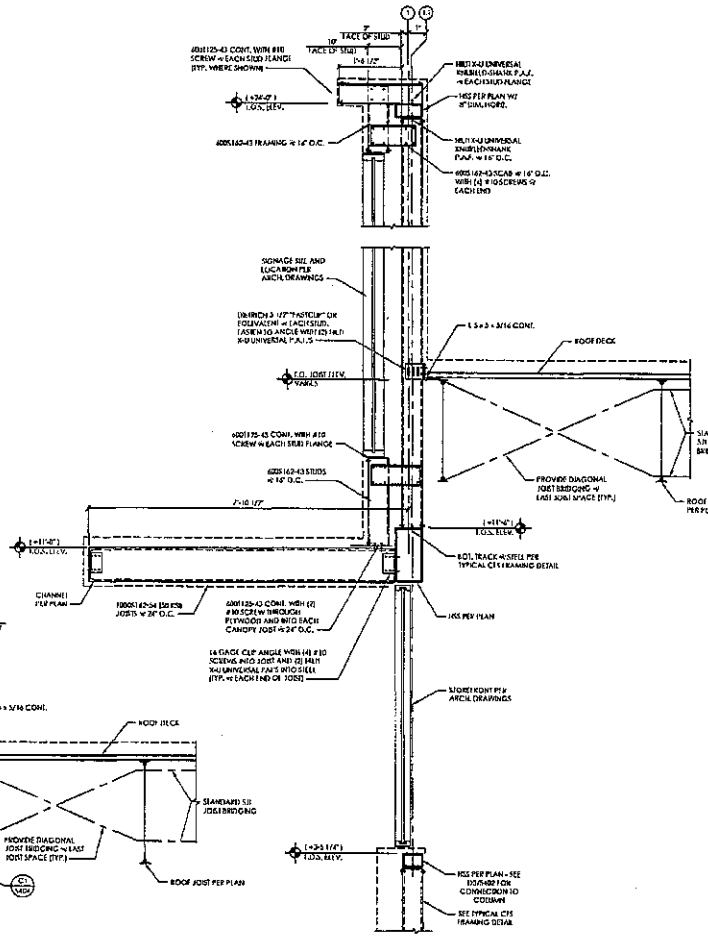

A1 Section
SCALE: 3/4" = 1'-0"

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ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Steel Framing
Section & Details
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

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Proj. No.
S-404
Drawing No.

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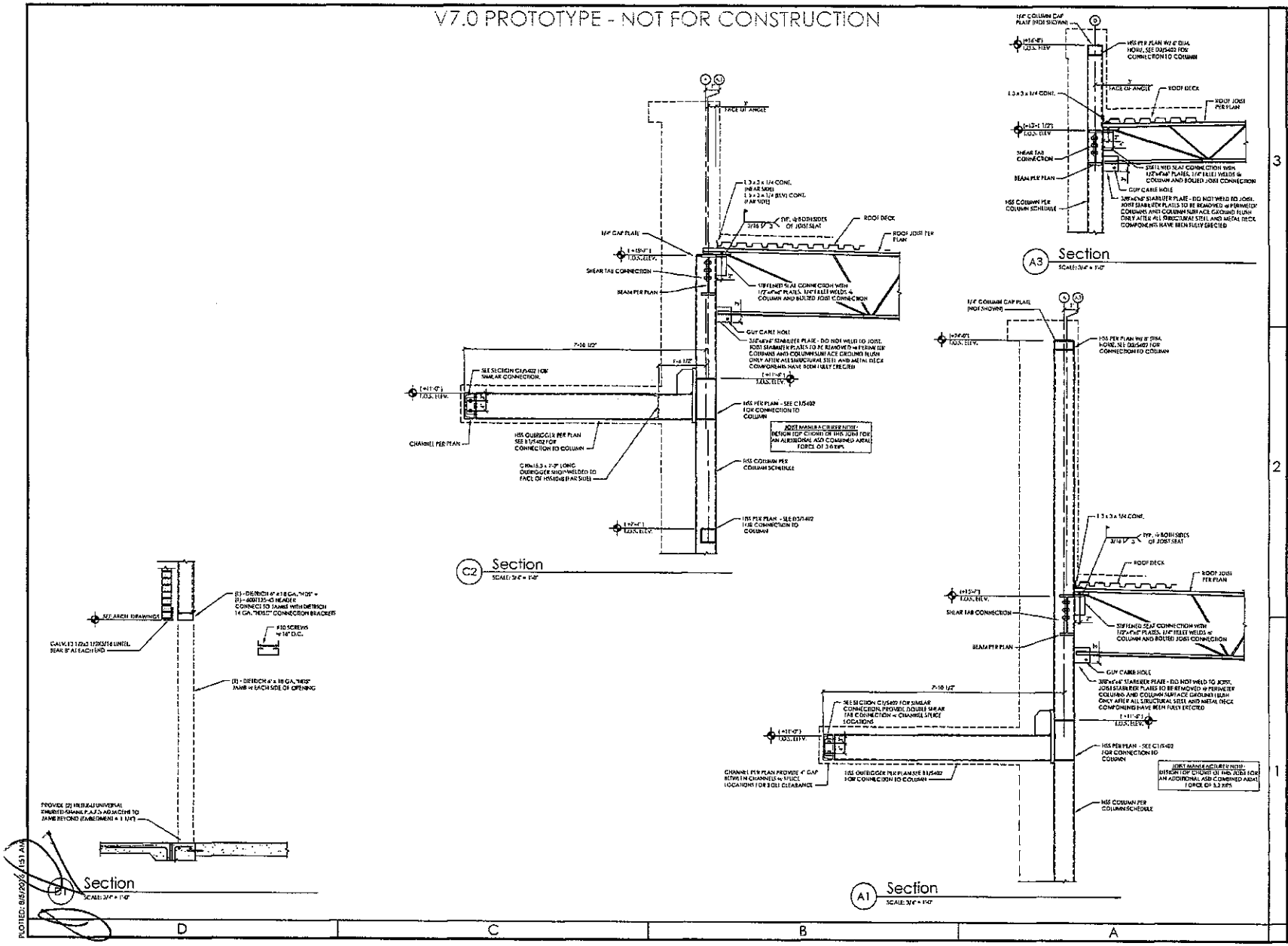

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ALDI Inc. Store #: XX
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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Steel Framing Section & Details
Drawing Name:

Date: Date
Type: RH5D-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
S-405
Drawing No.

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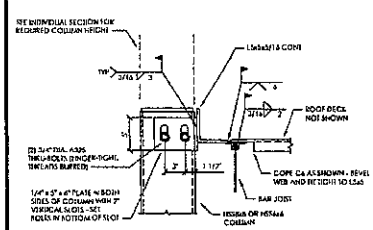
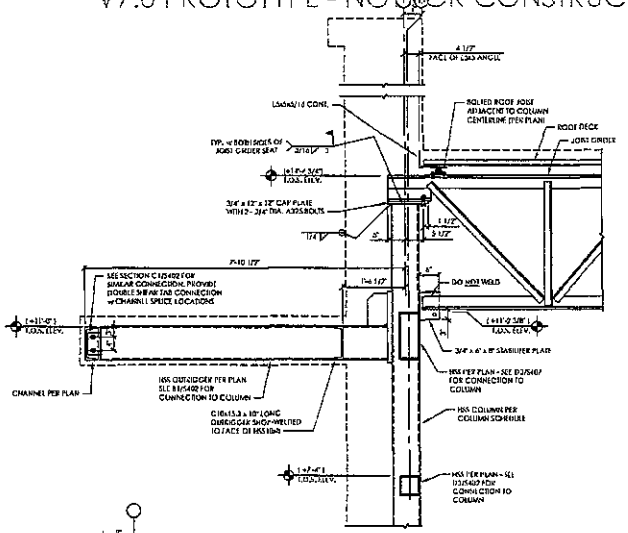
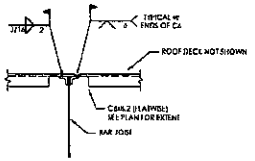


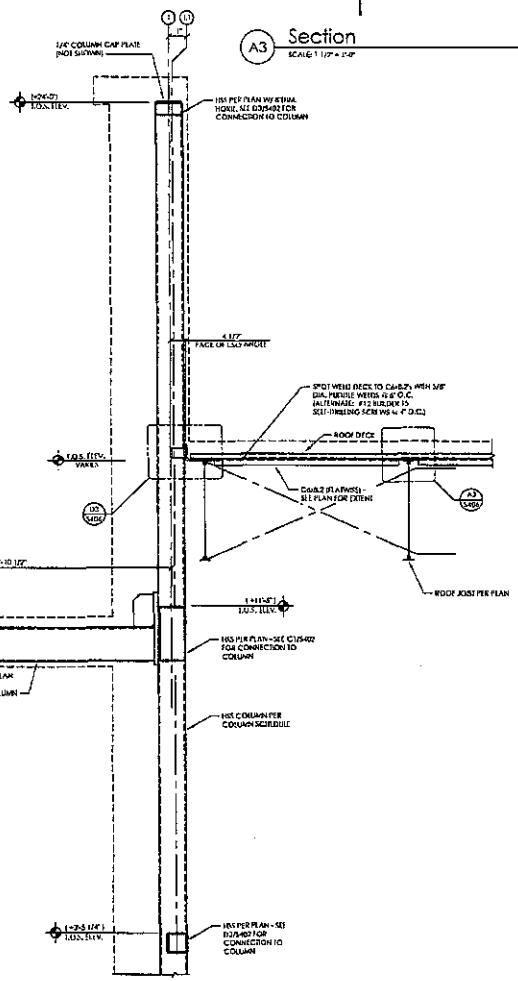
D3 Section
SCALE: 1 1/2" = 1'-0"



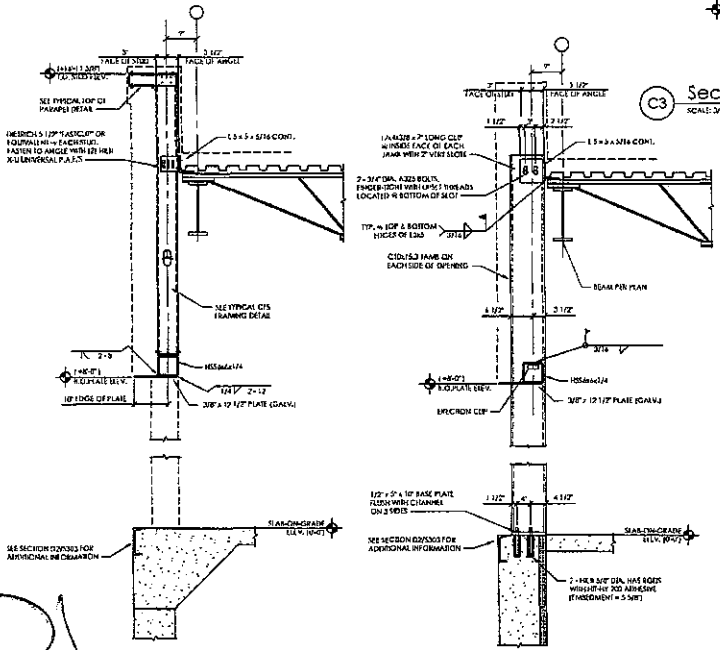
C3 Section
SCALE: 3/4" = 1'-0"



A3 Section
SCALE: 1 1/2" = 1'-0"



A1 Section
SCALE: 3/4" = 1'-0"



C1 Section @ Overhead Door
SCALE: 3/4" = 1'-0"

SECTION BETWEEN JAMBS

SECTION @ JAMBS

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Project County
Project Name & Location:

Steel Framing
Section & Details
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.

S-406
Drawing No.

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3 2 1

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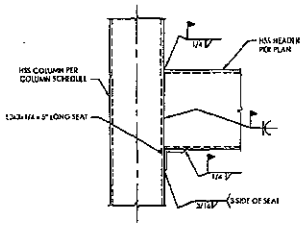
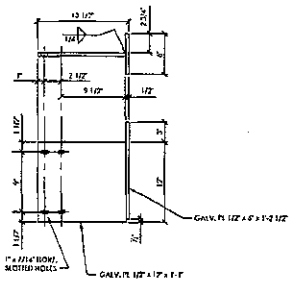
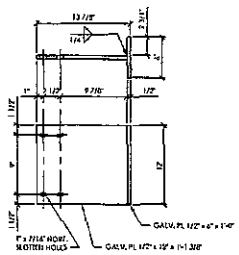


CONNECTION DETAIL FOR HSS WINDOW HEADER

D3 SCALE: 1 1/2" = 1'-0"



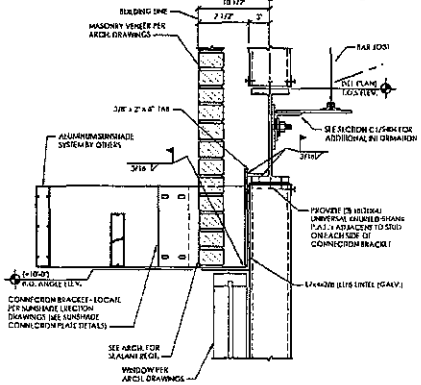
Connection Bracket
(4 REQUIRED)
REFERENCE C1/S407 & C3/S407



Connection Bracket
(8 REQUIRED)
REFERENCE A1/S407 & A3/S407

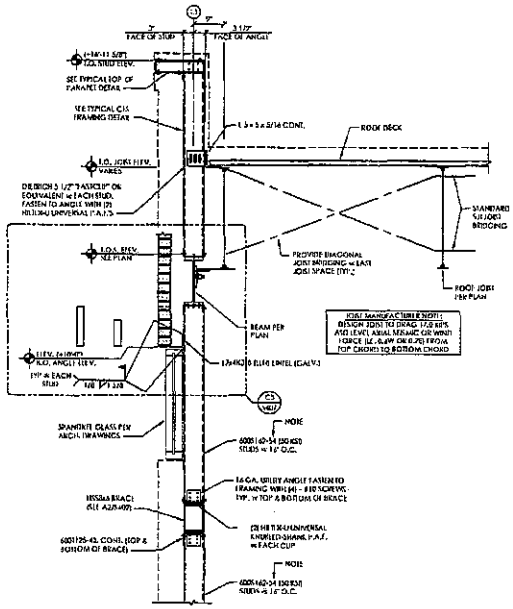
NOTES FOR ALL CONNECTION BRACKETS:
1. CONNECTION BRACKETS ARE TO BE HOT-DIPPED GALVANIZED AND POWDER COATED WITH COLOR TO MATCH SUN SHADE.
2. 5/8" STAINLESS STEEL BOLTS W/ STAINLESS STEEL FENDER WASHER LOCATED BETWEEN BRACKET AND SUNSHADE, SUPPLIED BY SUN SHADE MFR.
3. INSTALLATION OF SUN SHADE PER MFR. RECOMMENDATIONS.

B1 SUN SHADE CONNECTION PLATE DETAILS
SCALE: 1 1/2" = 1'-0"

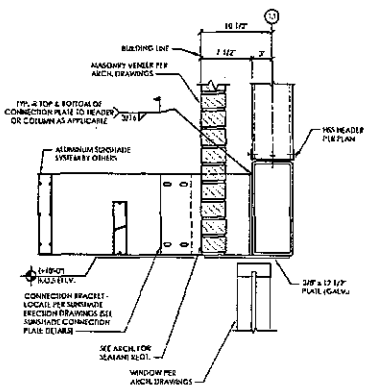


SUN SHADE OUTRIGGER CONNECTION @ L7x4 LINTEL & BRACE

C3 SCALE: 1 1/2" = 1'-0"

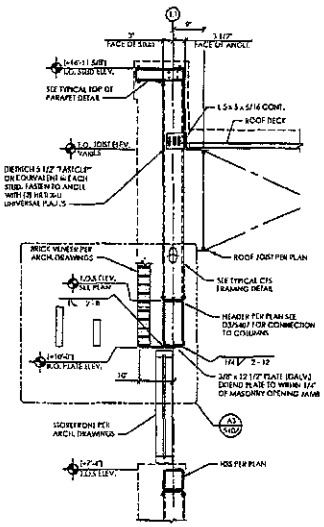


C1 Section
SCALE: 3/4" = 1'-0"



SUN SHADE OUTRIGGER CONNECTION @ HSS HEADER

A3 SCALE: 1 1/2" = 1'-0"



A1 Section
SCALE: 3/4" = 1'-0"

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Project County
Project Name & Location:

Steel Framing
Section & Details
Drawing Name:

Date: Date
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Drawn By: XXX
Scale: As Noted

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Proj. No.
S-407
Drawing No.

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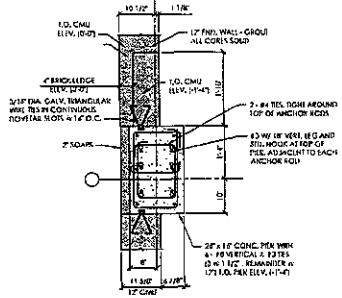
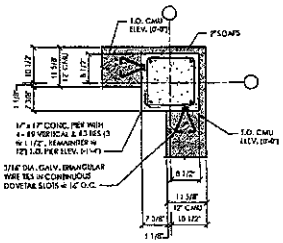
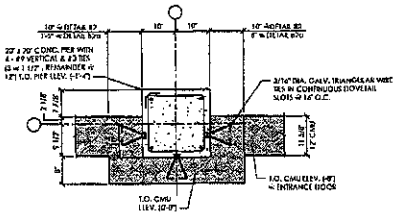


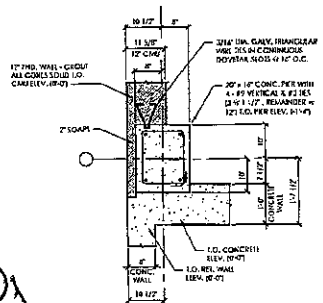
B3 Alternate to B3/S302
SCALE: 3/4" = 1'-0"



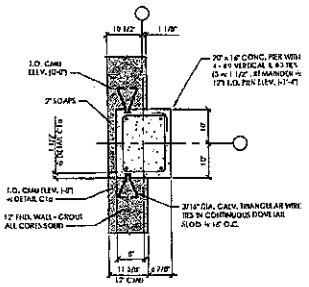
C2 Alternate to C2/S302
SCALE: 3/4" = 1'-0"



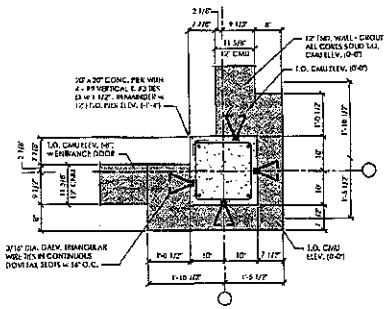
B2 B2a Alternate to B2 and B2a/S302
SCALE: 3/4" = 1'-0"



D1 Alternate to D1/S302
NO SCALE



C1 C1a Alternate to C1 and C1a/S302
NO SCALE



B1 Alternate to B1/S302
NO SCALE

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Alternate Details
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Date: Date
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Type: RHSD-V7
Drawn By: XXX
S-501
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Drawing No.

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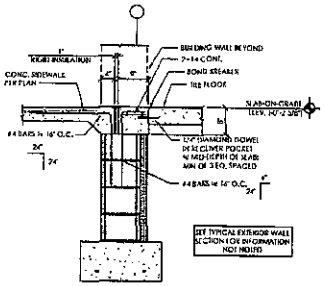
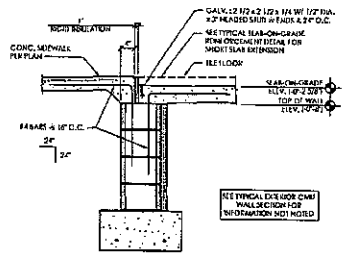
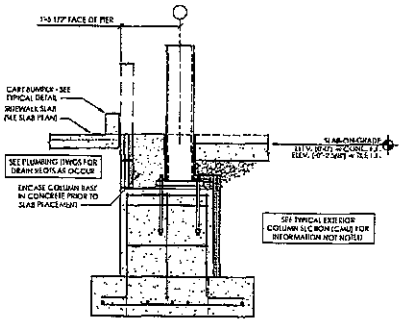
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



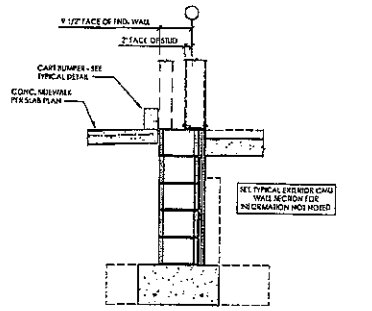
B3 Alternate to B3/S303
SCALE: 3/4" = 1'-0"



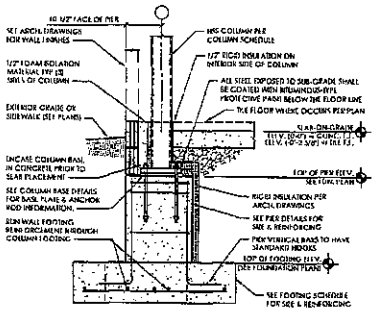
A3 Alternate to A3/S303
SCALE: 3/4" = 1'-0"



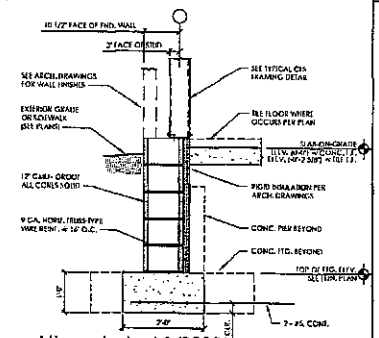
B2 Alternate to B2/S303
SCALE: 3/4" = 1'-0"



A2 Alternate to A2/S303
SCALE: 3/4" = 1'-0"



B1 Alternate to B1/S303
Typical Exterior Column Section (CMU)
SCALE: 3/4" = 1'-0"



A1 Alternate to A1/S303
Typical Exterior CMU Wall Section
SCALE: 3/4" = 1'-0"

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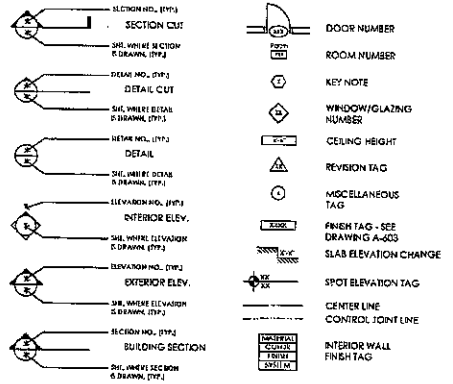
V7.0 PROTOTYPE - INTERIOR CONSTRUCTION

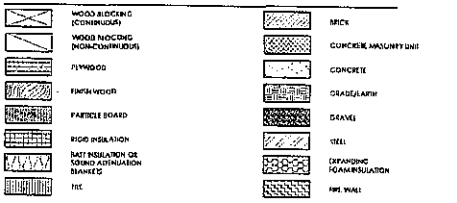
ABBREVIATIONS

AB	ANCHOR BOLT	F	DEGREE FAHRENHEIT	N	NORTH	R	RISER
ACOUST	ACOUSTICAL	FD	FLOOR DRAIN	NA	NOT APPLICABLE	R & G	TONGUE & GROOVE
AFF	ABOVE FINISHED FLOOR	FE	FIRE EXTINGUISHER	NIC	NOT IN CONTRACT	RED	TO BE REDIMENSIONED
AHC	AIR CONDITIONING	FEC	FIRE EXTINGUISHER CABINET	NO	NUMBER	REM	TO BE REMOVED
ACT	ACOUSTICAL CEILING TILE	FF	FINISH FLOOR	NOM	NOMINAL	TEL	TELEPHONE
ADD	ADDITION	FFE	FINISHED FLOOR ELEVATION	NTS	NOT TO SCALE	TEMP	TEMPERED, TEMPORARY, TEMPERATURE
ADJ	ADJACENT, ADJUSTABLE	FIN	FINISH			TERR	TERRAZZO
AHU	AIR HANDLING UNIT	FIX	FIXTURE	OC	ON CENTER	THK	THICK(NESS)
ALUM(IN)	ALUMINUM	FL (FR)	FLOOR (ING)	OD	OUTSIDE DIAMETER	THE (TSG)	THRESHOLD
ANOD	ANODIZED	FLASH	FLASHING	OH	OVERHEAD	TOS	TOP OF SLAB
APPROX	APPROXIMATE(LY)	FNDN	FOUNDATION	OPNG	OPENING	TOW	TOP OF WALL
ARCH	ARCHITECT(URAL)	FOUND. FNDN	FOUNDATION	OPP	OPPOSITE	TS	TRANSITION STRIP
		FRA	FIRE RESISTANT RATED	ORIG	ORIGINAL	TYP	TYPICAL
BRG	BEARING	FTG	FOOTING	OT	OUNCE		
BD	BOARD	FT	FOOT, FEET			UC	UNDER CUT
BLDG	BUILDING	FUR	FURRING	PART	PARTITION	UH	UNIT HEATER
BLK (IG)	BLOCK (ING)			PBD	PARTICLE BOARD	UL	UNDERWRITER'S LABORATORY
BOT/BOM	BOTTOM	GA	GAUGE	PCT	PORCELAIN CERAMIC TILE	UNF	UNFINISHED
		GALV	GALVANIZED	PERF	PERFORATED	UNO	UNLESS NOTED OTHERWISE
CAB	CABINET	GB	GRAB BAR	PL	PRESSURE		
CAP	CAPACITY	GC	GENERAL CONTRACTOR	PLAM	PLASTIC LAMINATE	VAR	VARIABLE
CAT	CATEGO	GD	GRADE, GRADING	PLUMB	PLUMBING	VB	VINYL BASE
CD	CEILING DIFFUSER	GI	GALVANIZING	PLYWD	PLYWOOD	VCT	VINYL COMPOSITION TILE
CLG	CEILING	GND	GROUND	PR	PAIR	VENT	VENTILATION / VENTILATOR
CLR	CERAMIC	GPM	GALLONS PER MINUTE	PREFAB	PREFABRICATED	VERT	VERTICAL(LY)
CTM	CERAMIC TILE PER MINUTE	GWB, GYP BD	GYPSUM WALL BOARD	PREP	PREPARE	VEST	VESTIBULE
CO	CORNER GUARD			PSI	POUNDS PER SQUARE FOOT	VIF	VERIFY IN FIELD
CJ	CONTROL JOINT	HD	HUB DRAIN	PSF	POUNDS PER SQUARE INCH	VIN	VINYL
CKT	CIRCUIT	HDWR	HARDWARE	PT	PAINTED, PRESSURE TREATED	VWC	VINYL WALL COVERING
L	CENTER LINE	HDWD	HARDWOOD	PTD	PAINTED		
CLG	CEILING	HGT	HEIGHT	PL	PLATE / PROPERTY LINE	W	WEST
CLR	CLEAR	HM	HOLLOW METAL	PLAS	PLASTER	WH	WITH
CMU	CONCRETE MASONRY UNIT	HORIZ	HORIZONTAL (LY)	PVC	POLY VINYL CHLORIDE	WO	WITHOUT
CO	CLEANOUT	HP	HORSEPOWER			WC	WATER CLOSET, WATER COOLER
COL	COLUMN	HR	HOUR	QT	QUARRY TILE	WD	WOOD
CONC	CONCRETE	HVAC	HEATING/VENTILATING/AIR CONDITIONING	QTY	QUANTITY	WG	WIRE GUARD
CONN	CONNECTION					WT	WEIGHT
CONT	CONTINUOUS	HW	HOT WATER	R	RADIUS, RISER, R-VALUE	WWF	WELDED WIRE FABRIC
COORD	COORDINATE, COORDINATED			RA	RETURN AIR		
CORR	CORRIDOR	ID	INSIDE DIAMETER	RBR	RUBBER		
CPT	CARPET	IN	INCHES	RC	STRENGTH(EN) CONTRACTOR		
CT	CERAMIC TILE	INCAN	INCANDESCENT	RCP	REFLECTED CEILING PLAN		
		INSUL	INSULATED, INSULATION	RD	ROOF DRAIN		
DBL	DOUBLE	INT	INTERIOR	REF	REFERENCE, REFER TO		
DEMO	DEMOLITION	INV	INVERT	REC	RECESSED		
DES	DESIGNATION			REINF	REINFORCE (D) (ING)		
DF	DRINKING FOUNTAIN	JAN	JANITOR	REINF	REINFORCE (D) (ING)		
DIA, OR ø	DIAMETER	JBOX	JUNCTION BOX	REQ'D	REQUIRED		
DIM	DIMENSION	JST	JOIST	REQMT	REQUIREMENT		
DISP	DISPENSER	JT	JOINT	RES	RESILIENT		
DN	DOWN			RET	RETURN		
DO	DITTO (DO) OVER	K.D.	KNOCK DOWN	REV	REVISION, REVISED		
DW	DISH W	KIT	KITCHEN	RF	RADIO FREQUENCY		
DS	DOWNSPOUT	KP	KICK PLATE	RM	ROOM		
DWG	DRAWING	KWH	KILOWATT HOUR	R.O.	ROUGH OPENING		
				S	SOUTH		
E	EAST	LAM	LAMINATE	SACT	SUSPENDED ACOUSTICAL-PANEL CEILING		
EA	EACH	LAV	LAVATORY				
EC	ELECTRICAL CONTRACTOR	LB (S)	POUND (S)	SCHED	SCHEDULE (D)		
EF	EACH FACE EPOXY FLOOR	LG	LONG	SCWD	SOLID CORE WOOD		
EJ	EXPANSION JOINT	MAS	MASONRY	SECT	SECTION		
EL	REFERENCE ELEVATION	MATL	MATERIAL	SGTF	STRUCTURAL GLAZED FACING TILE		
ELEC (T)	ELECTRIC(AL)	MAX	MAXIMUM	SHT	SHEET		
MEV	ELEVATOR, ELEVATOR	MDF	MODERED DENSITY FIBERBOARD	SIM	SIMILAR		
ENG	ENGINEER(ING)	MELR	MELAMINE	SPEC	SPECIFICATION(S)		
ENLG	ENLARGE(D)	MECH	MECHANICAL	SQ	SQUARE		
EPS	EXPANDED POLYSTYRENE	MIL	METAL	SS	STAINLESS STEEL		
EQ	EQUAL	MFR	MANUFACTURER	ST	STAIN(LESS)		
EQUIP	EQUIPMENT	MIN	MINIMUM	STD	STANDARD		
EWC	ELECTRIC WATER COOLER	MISC	MISCELLANEOUS	STL	STEEL		
EXIST	EXISTING	MLDG	MOULDING	STOR	STORAGE		
EXP	EXPOSED, EXPANSION	MO	MASONRY OPENING	SUSP	SUSPENDED		
EXT	EXTERIOR, EXTERNAL	MR	MOISTURE RESISTANT	SV	SHEET VINYL		
EW	EXISTING TO REMAIN	MTD	MOUNTED	STRUCT	STRUCTURE, STRUCTURAL		
EW	EACH WAY						

GENERAL SYMBOLS



MATERIAL INDICATION



GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CODES LISTED ON G-002.
   A. THE CODES, RULES, AND REGULATIONS OF THE STATE IN WHICH THE WORK IS BEING PERFORMED.
   B. NFPA REQUIREMENTS AS WELL AS ISO STANDARDS OF UNDERWRITERS LABORATORIES INC., AND LOCAL UTILITY CO.
   C. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL PERMITS AS REQUIRED TO PROVIDE THE NEW CONSTRUCTION.
2. CONTRACTOR SHALL VISIT THE SITE AND EXAMINE EXISTING CONDITIONS PRIOR TO SUBMITTING BIDS. BIDS SHALL INCLUDE PROVISIONS FOR A COMPLETE JOB BASED ON THE DESIGN INTENT SHOWN ON THE DRAWINGS. LEED VERIFY ALL DIMENSIONS & COMMENT PRIOR TO START OF WORK AND REPORT ALL DISCREPANCIES TO THE ARCHITECT / ENGINEER.
3. WHEN COMPARING THE DRAWINGS AND SPECIFICATIONS: THE DRAWINGS GOVERN SPECIFICATIONS FOR QUANTITY AND LOCATION, AND SPECIFICATIONS GOVERN DRAWINGS FOR QUALITY AND PERFORMANCE. IN THE EVENT OF AMBIGUITY IN QUANTITY OF QUALITY, THE GREATER QUANTITY AND SUPERIOR QUALITY SHALL GOVERN.
4. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL COORDINATION AS REQUIRED INCLUDING COORDINATION WITH ANY WORK PROVIDED BY OWNER AND BY OTHERS.
   A. REFER TO HVAC, PLUMBING, & ELECTRICAL DRAWINGS FOR WORK PERFORMED BY THOSE TRADES.
5. THE OWNER SHALL DESIGNATE STAGING AND STORAGE AREAS OF THE SITE FOR USE BY CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL KEEP THE PREMISES AND SURROUNDING AREA FREE FROM ACCUMULATION OF WASTE OF RUBBISH MATERIALS, CONTRACTOR'S TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY, AND SURPLUS MATERIALS.
6. AREAS OF THE SITE AND ANY EXISTING CONSTRUCTION TO REMAIN, AND IF DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO THE ORIGINAL CONDITION (A) NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR SHALL PROVIDE ALL PROTECTION OF THE WORK THROUGHOUT CONSTRUCTION AS REQUIRED AND PER CODE.
8. PROVIDE A SELF-LEVELING CEMENTITIOUS UNDERLAYMENT WHERE PATCHING COMPOUNDS DO NOT MEET MANUFACTURER REQUIREMENTS FOR SUBSTRATE PREPARATION.
9. PAINTING INCLUDES WALLS, SOFFITS, DOOR FRAMES, HOLLOW METAL DOORS, ALL EXPOSED SURFACES, AND ALL SURFACE MOUNTED ITEMS AS REQUIRED TO PROVIDE A FINISHED PRODUCT.
10. CONTRACTOR TO VERIFY LOCATIONS OF ALL WALL MOUNTED ITEMS AND PROVIDE SOLID BLOCKING FOR MOUNTING.
11. REFER TO FINISH PLANS & NOTES FOR TYPES AND EXTENT OF FINISHES.
12. REFER TO PROJECT MANUAL APPENDIX 'A' FOR ALL ITEMS FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR.
13. REFER TO PROJECT MANUAL APPENDIX 'B' FOR ALL ITEMS PROVIDED BY OWNER.

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ALDI Inc.
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Division City, Division State, Zip
(###) ###-####
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ALDI Inc. Store #: XX
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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

General Notes, Symbols & Abbrev.
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-001
Scale: As Noted	Drawing No.

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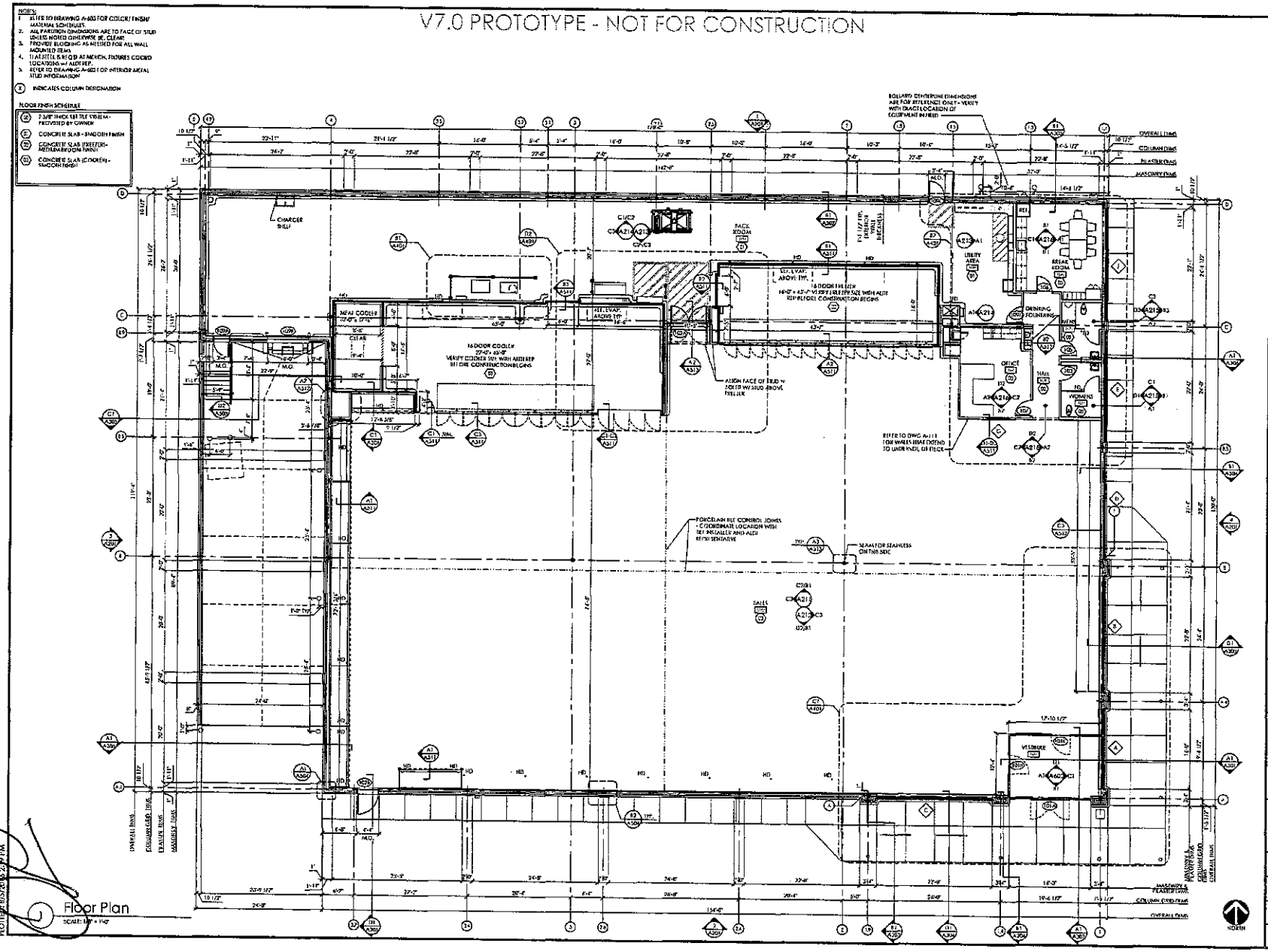
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



Floor Plan
SCALE: 1/8" = 1'-0"

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Project Address
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Project County
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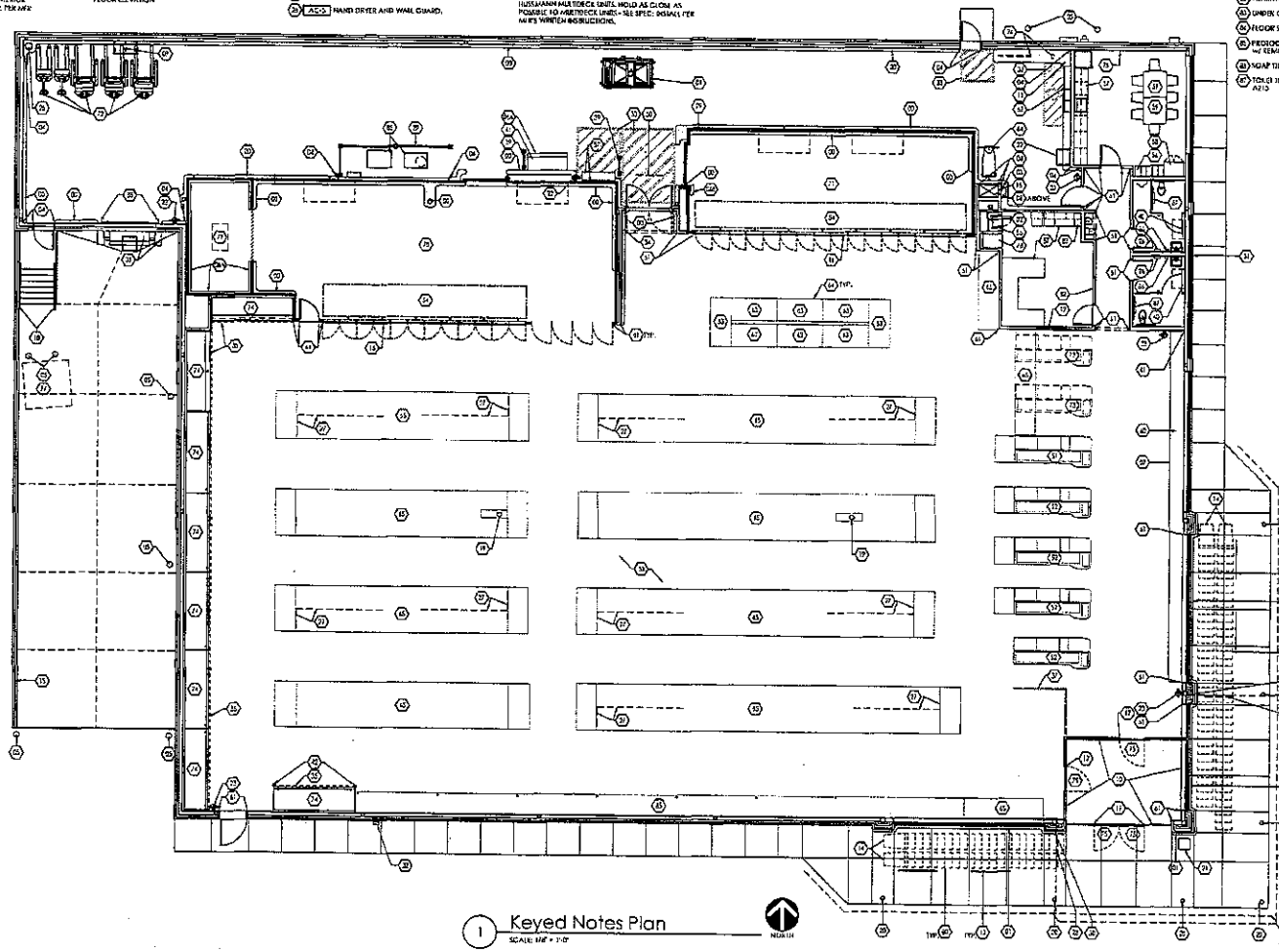
Floor Plan
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-101
Scale: As Noted	Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



1 Keyed Notes Plan
SCALE: 1/8" = 1'-0"

NORTH

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Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-102
Scale: As Noted	Drawing No.

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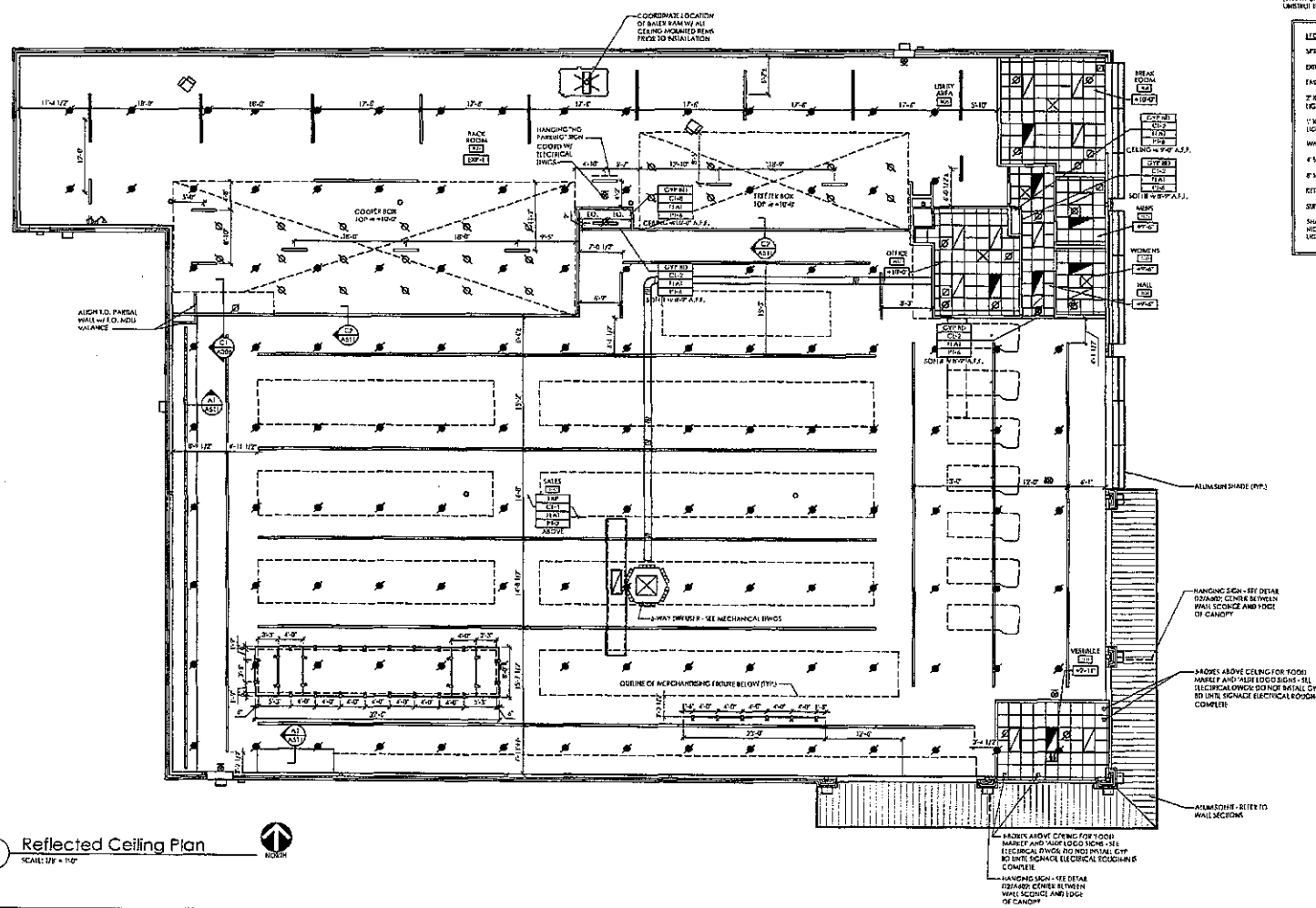

1 Reflected Ceiling Plan
SCALE: 1/8" = 1'-0"

NORTH

NOTES:

1. COORDINATE WITH STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL FOR ALL ITEMS PROVIDED BY THOSE DISCIPLINES. CONTRACTOR SHALL BE RESPONSIBLE FOR LAYING OUT ALL CEILING MOUNTED ELEMENTS WITH ALL OTHER CEILING MOUNTED EQUIPMENT AND STRUCTURE AND CORRECTING ANY INTERFERENCE PRIOR TO INSTALLATION.
2. PAINT ALL CEILING MOUNTED ITEMS ON SALES FLOOR, INCLUDING BUT NOT LIMITED TO HVAC DIFFUSERS AND RETURNS, THREADED ROD, CONDUIT AND SPRINKLER PIPING.
3. ALL DIMENSIONS ARE TO FACE OF WALL FINISH UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS TO LIGHT LOCATIONS ARE TO CENTERLINE OF FIXTURE.
5. CAULK ALL SUSPENDED CEILING TO WALL INTERSECTIONS - SEE SPEC SECTION 079200.
6. ALL INTERIOR WALLS EXCEPT SHADED PORTIONS EXTEND TO UNDERSIDE OF DECK.
7. ATTACH POWERPOLE TO ROOF STRUCTURE WITH UNISTRUT (TYP. AT CHECKLANES AND SPOT MERCHANDISERS) - PAINT UNISTRUT TO MATCH CEILING.

LEGEND

SPRINKLER HEAD	Ø
EXIT SIGN	
EMERGENCY LIGHT	
2'-0" x 4'-0" RECESSED LIGHT FIXTURE	
1'-0" x 4'-0" RECESSED LIGHT FIXTURE	
WALL PACK ON SCONCE	
4" SURF. LIGHT FIXTURE	
8" SURF. LIGHT FIXTURE	
RETURN AIR GRILLE	
SUPPLY DIFFUSER	

SHADED FIXTURES ARE NIGHT LIGHTS - SEE LIGHTING PLAN

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Reflected Ceiling Plan
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-111
Scale: As Noted	Drawing No.

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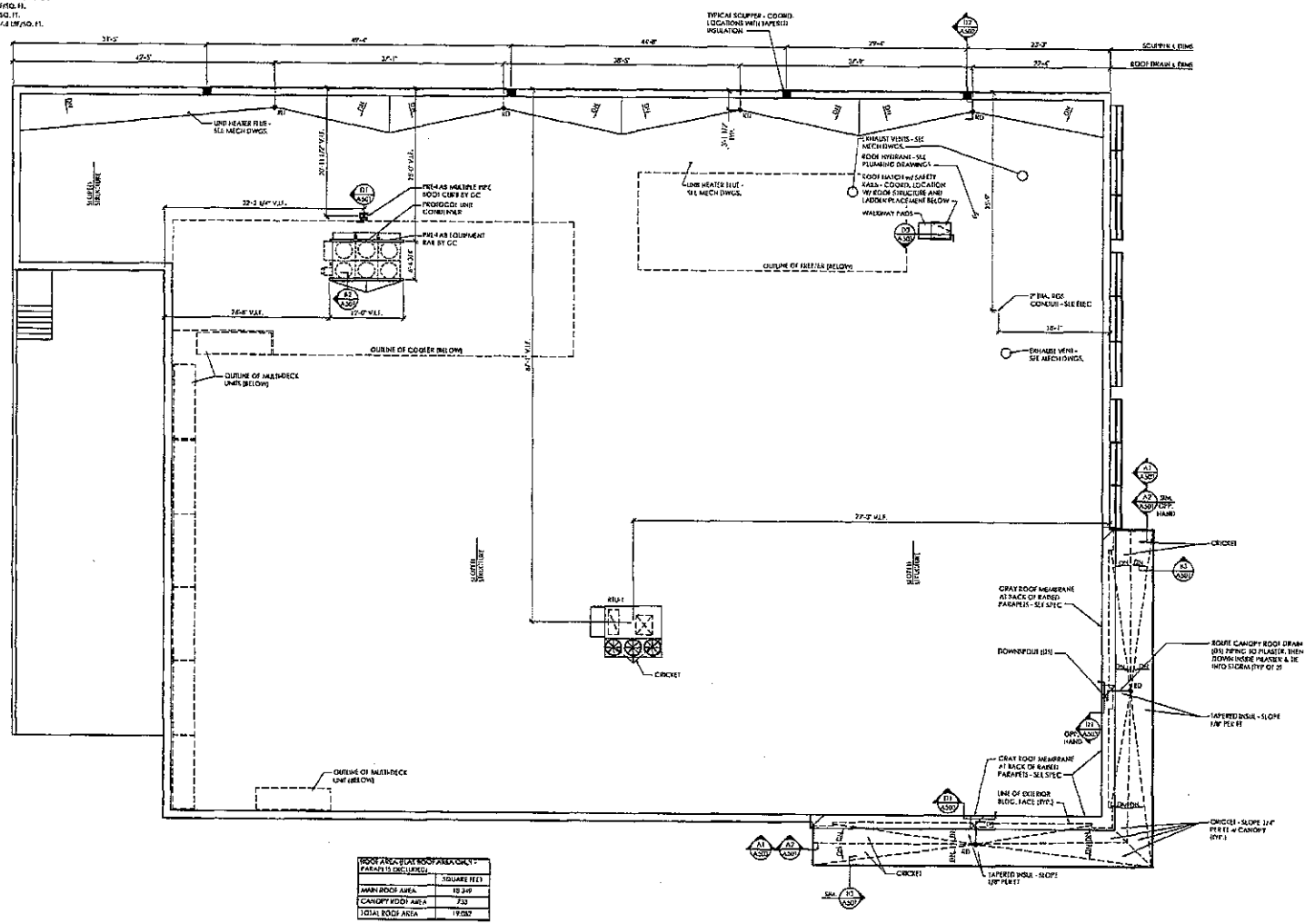
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

NOTE:
1. ROOFTOP EQUIPMENT, SCUPPER AND ROOF DRAIN LOCATION DIMENSIONS REFER TO EXTERIOR FACE OF MASONRY @ FINISHED FLOOR.
2. ROOF SYSTEM PERFORMANCE REQUIREMENTS
   A. ACCELERATED WEATHERING: ROOFING SYSTEM SHALL WITHSTAND 2000 HOURS OF EXPOSURE WHEN TESTED ACCORDING TO ASTM G 152, ASTM G 154, OR ASTM G 155.
   B. IMPACT RESISTANCE: ROOFING SYSTEM SHALL RESIST IMPACT DAMAGE WHEN TESTED ACCORDING TO ASTM D 3746 OR ASTM D 4272.
   C. ROOFING SYSTEM DESIGN TESTED BY A QUALIFIED TESTING AGENCY TO RESIST THE FOLLOWING UPLIFT PRESSURES:
      1.1. CORNER UPLIFT PRESSURE: 72.21 LBF/SQ. FT.
      1.2. PERIMETER UPLIFT PRESSURE: 47.1 LBF/SQ. FT.
      1.3. FIELD-OF-ROOF UPLIFT PRESSURE: 34.6 LBF/SQ. FT.



ROOF AREA (FLAT ROOF AREA ONLY - PARAPETS EXCLUDED)	
	SQUARE FEET
MAIN ROOF AREA	10,349
CANOPY ROOF AREA	733
TOTAL ROOF AREA	11,082

Roof Plan
SCALE: 1/8" = 1'-0"
NORTH

PLOTTED ON: 7/16/2019 PM

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Roof Plan
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Date: Date	Project No. Proj. No.
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Drawn By: XXX	A-121
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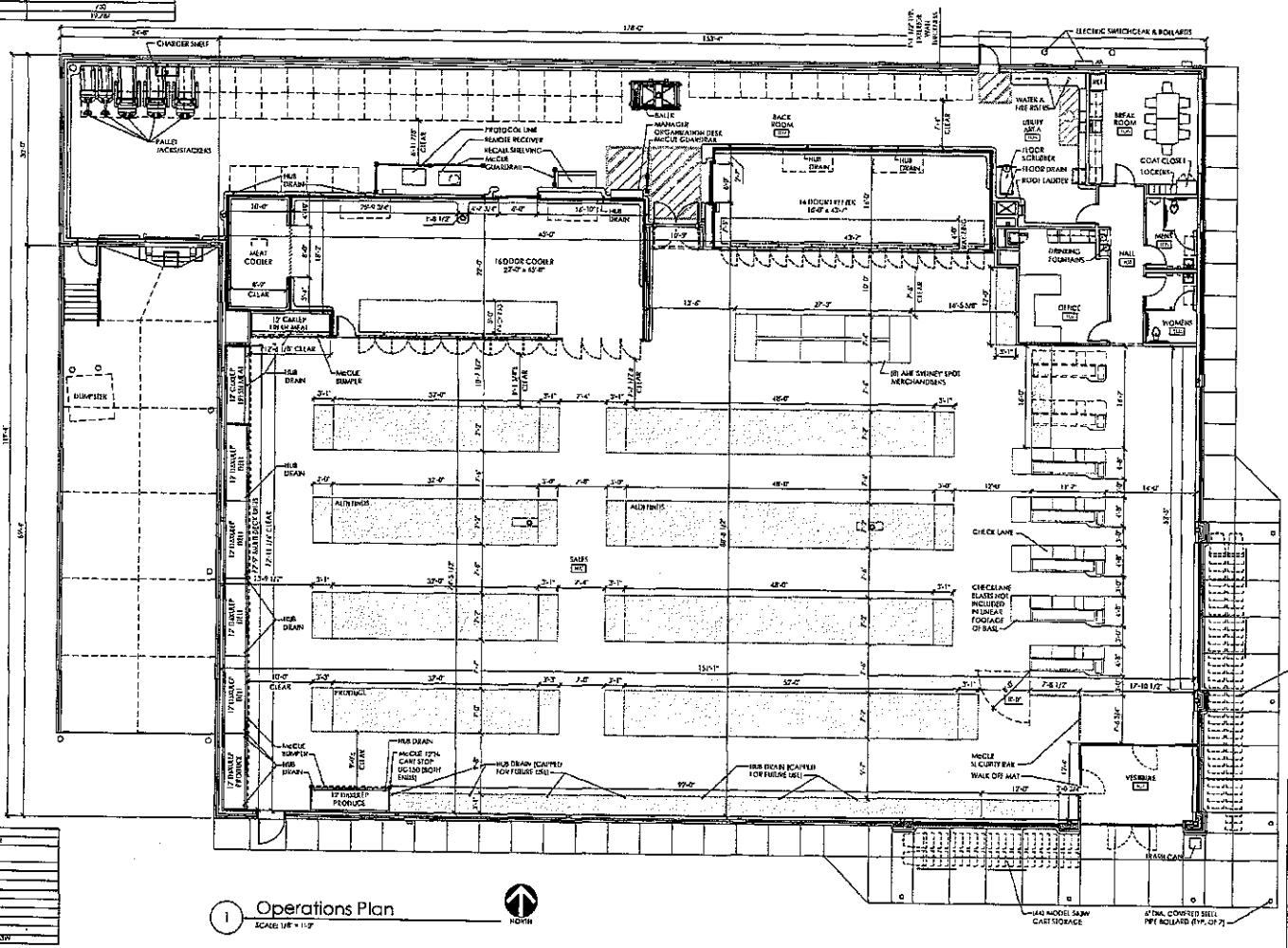
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

SITE DOCK AREA SUMMARY		
OCCUPANCY USE	ROOM NAME	SQUARE FOOTAGE
MERCANTILE	SALES / VESTIBULE	12,858
	MENS ROOM	65
	WOMENS ROOM	83
	HALL	145
SUBTOTAL (MERCANTILE)		13,419
BUSINESS	OFFICE	282
	BREAK ROOM	304
SUBTOTAL (BUSINESS)		586
STORAGE / STOCK	BACKROOM	3,139
	COOLER	1,317
	FREEZER	648
SUBTOTAL (STORAGE / STOCK)		5,104
SUBTOTAL (OCCUPANCIES)		19,099
EXTERIOR (WITHIN WALLS / UNOCCUPIED SPACE)		955
BUILDING SQUARE FOOTAGE		19,054
EXTERIOR CANOPY		720
TOTAL SQUARE FOOTAGE (INCLUDING CANOPY)		19,787

SITE DOCK DEFINITION DATA	
ITEM	W.B.E.R. (SHORT)
SQUARE FOOTAGE OF BAY	894 sf
# OF PRODUCE (INCLUDING SLANT)	28
# OF BAYS IN FRONT OF STORAGE	18
BUILDING DIMENSION	139'-6" x 137'-0"
SALES FLOOR DIMENSION	74'-0" x 135'-0"
LENGTH OF MERCHANDISE	396'
COOLER APPLICATION	4
FREEZER APPLICATION	12
CHECKLANE APPLICATION	16
# OF MERCHANDISERS	18
CART STORAGE	41 (9) MODEL 5430



1 Operations Plan
SCALE: 1/8" = 1'-0"

NORTH

NOTES:
1. THIS DRAWING IS FOR GENERAL PLANNING LAYOUT AND REFERENCE TO EQUIPMENT ONLY. ALL INFORMATION IS FOR ALDI OPERATIONAL USE ONLY AND SHALL NOT BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.
2. ALL DIMENSIONS TO WALLS ARE TO FACE OF SHELL.
3. ALL SHELVING DIMENSIONS ARE TO FACE OF GONDOLA.
4. THIS FACILITY DOES NOT CONTAIN A BAKERY, A BUTCHER, A DELI OR ANY COMBO.
5. ALL FOOD IS PREPACKAGED. THERE IS NO ON SITE FOOD PREPARATION.

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Scale: As Noted

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Proj. No.
A-131
Drawing No.

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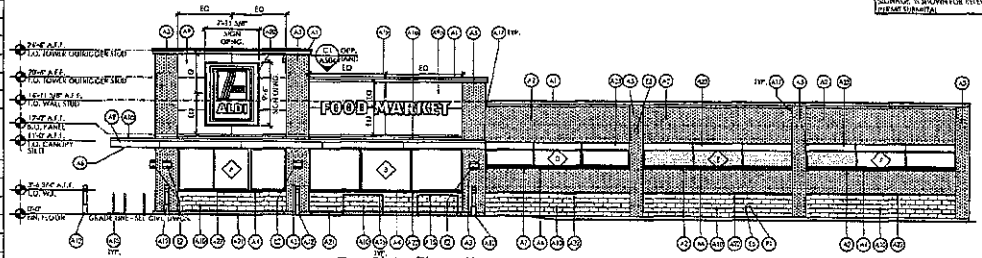
EXTERIOR FINISH SCHEDULE

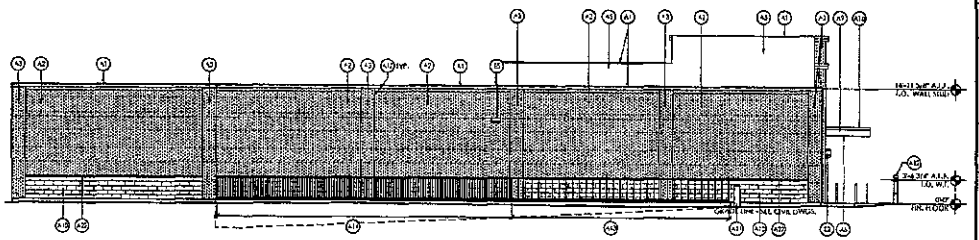
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	EDGE METAL BY FASCIONE	A1 - SLATE GRAY A1a - SILVER METALLIC	
A2	MODULAR BRICK	SOLID COLOR - SEE SPEC	FLOOR AND TRANSOM WINDOW SILLS
A3	MODULAR BRICK	ACCENT COLOR - SEE SPEC	PILASTERS
A4	STOREFRONT	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	
A6	METAL SOFFIT PANELS	SOLID PANELS - SEE SPEC	RE: DWG. A301-A304
A7	EXTERIOR PAINT BY SHERWIN-WILLIAMS	PT-13 / CL-5	RE: DWG. A600
A8	NOT USED		
A9	ALUMINUM COMPOSITE PANEL	A9 - ARCHITECTURAL BRONZE A9a - SLATE GRAY	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE SILL BY EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER KEYSEAL, SEAL BETWEEN PANELS AND 2 TRIM AT PANEL EDGES.
A10	SPLIT-FACE CMU	SEE SPEC	WATER TABLE, REED - USE SMOOTH FACE RE-MINT TRUCK DOCK SEAL
A11	PAINT-2	PT-15 / CL-4	RE: DWG A602
A12	BRICK-4	FACTORY FINISH - CHARCOAL	RE: DWG A603
A13	GUARD RAIL TYPE "A"	PT-16 / CL-5	RE: DWG A3/A5303, A605
A14	GUARD RAIL TYPE "B"	PT-13 / CL-5	RE: DWG A3/A5303, A602
A15	CANE RAIL & STARTER POST	GALVANIZED	
A16	DOCK BUMPERS	LEVELER - FACTORY FINISH / SEAL AND BUMPERS - FACTORY FINISH - BLACK	PROVIDE BRICK BEHIND DOCK SEAL IN LIEU OF CAST STONE SILL
A17	CONTROL JOINT		MAX 20' O.C. RE: DWG. A604
A18	OVERFLOW SCUPPER	PT-15 / CL-5	RE: DWG C2/A503
A19	FOOD MARKET SIGNAGE	BY SIGN VENDOR	199-0 3/8" w. x 21'-0"H.
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 3/8" w. x 9'-3 1/2" h. SEE DETAIL D1/A606. VERIFY SIGN SIZE PRIOR TO FRAMING OPENING
A21	CAP	NATURAL	RE: DWG A602 - SEE STRUCTURAL DWGS.
A22	CAST STONE SILL	SEE SPEC	WATER TABLE STYLE
A23	PREFABRICATED SUN SHADE	SILVER POWDER COAT	MANUFACTURED BY C. R. LAURENCE; RE: DWGS A306, A605
A24	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
B1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
B2	WALL SCONCE	FACTORY FINISH	MOUNT @ 7'-6" A.F.F.
B3	EXTERNAL SIREN	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
B4	UTILITY METERING & C.T.	FACTORY FINISH	SEE ELECTRICAL DWGS
P1	EXTERIOR WALL FACE	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
P4	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J-BOX
P7	FIRE DEPT. CONNECTION	FACTORY FINISH	SEE FIRE PROTECTION DWGS
P9	MOTOR GONG	FACTORY FINISH	SEE FIRE PROTECTION DWGS
P	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
P3	SPE DISCHARGE	FACTORY FINISH	SEE PLUMBING DWGS
S1	STOREFRONT KEY	ANODIZED ALUMINUM	SHAFTED WINDOWS ARE SPANDREL - RE: DWG A602

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	1	74.9	149.8
FOOD MARKET SIGN	2	38.1	76.2
TOTAL SIGNAGE			226.0

SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL



4 Side Elevation
SCALE: 1/8" = 1'-0"



3 Side Elevation
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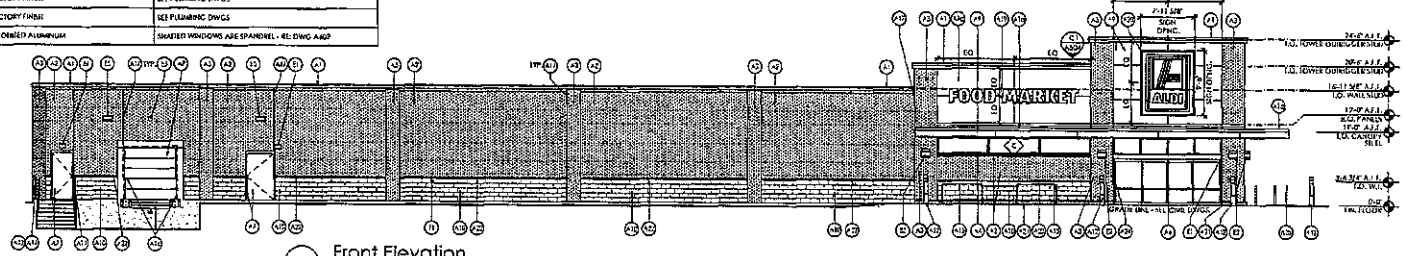
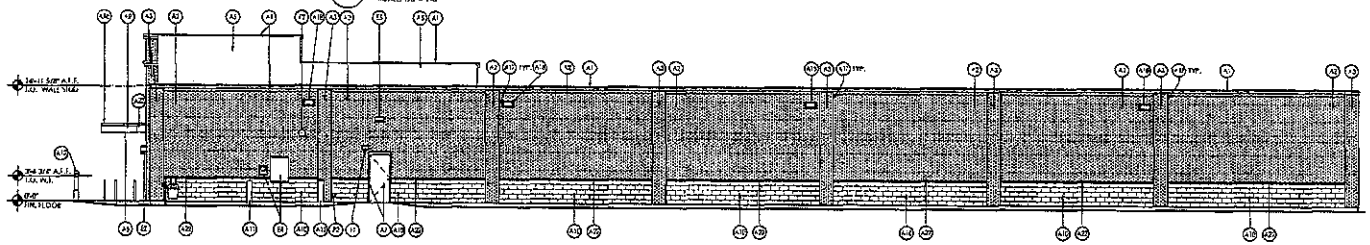


2 Front Elevation
SCALE: 1/8" = 1'-0"



1 Rear Elevation
SCALE: 1/8" = 1'-0"

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Exterior Elevations
Drawing Name:

Date: Date
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A-201
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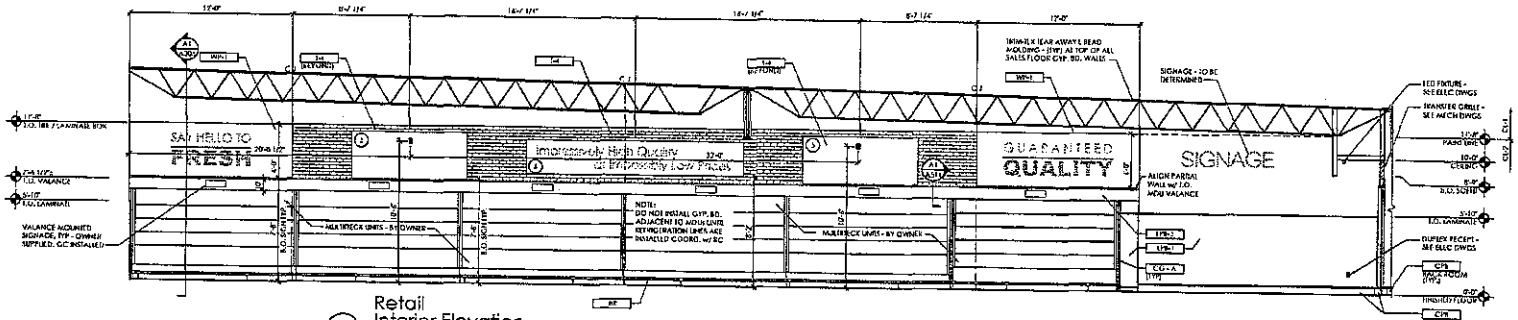
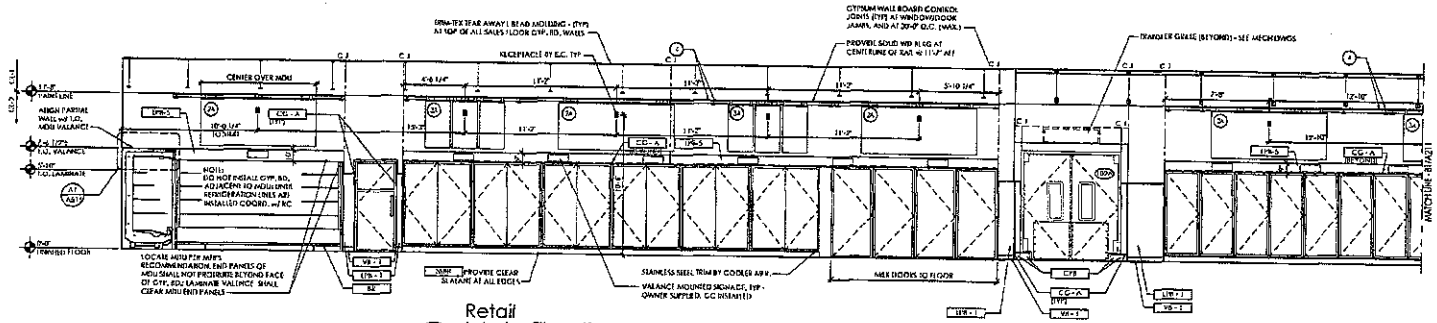


C3 Retail Interior Elevation

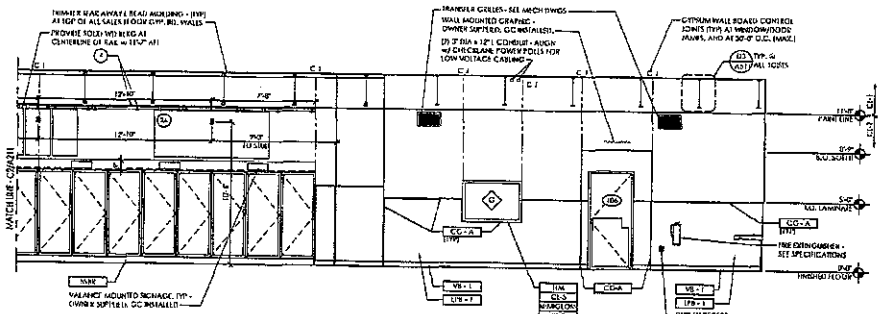
SCALE: 1/4" = 1'-0"



C2 Retail Interior Elevation

SCALE: 1/4" = 1'-0"

SALES FLOOR GRAPHICS SCHEDULE			
KEY	KEY DESCRIPTION	MANUFACTURER	NOTES
1	SINGLE PANEL RAIL MTD. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 48"H - FIRST AISLE WALL
2	ILLUMINATED WALL MTD. GRAPHIC w/ SIGNAGE BAR MOUNT	OWNER FURNISHED - GC INSTALLED	240"(5)"W x 42"H - COOLER/FREEZER WALL 78"(1)"W x 42"H - FIRST AISLE WALL
3	TRIPLE PANEL RAIL MTD. GRAPHIC (TYP 2 PLCS)	OWNER FURNISHED - GC INSTALLED	240"(2)"W x 42"H PANELS - 72" EQUAL WIDTH 78"(3)"W x 48"H PANELS - 72" EQUAL WIDTH
4	MOUNTING RAIL	OWNER FURNISHED - GC INSTALLED	ALIGN TOP OF RAIL BRACKETS W/ PAINT LINE
5	ILLUMINATED WALL MTD. GRAPHIC	OWNER FURNISHED - GC INSTALLED	192"W x 42"H - BACK WALL ABOVE MDU
6	WALL MTD GRAPHIC	OWNER FURNISHED - GC INSTALLED	192"W x 30"H - BACK WALL ABOVE MDU



B1 Retail Interior Elevation

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. ALL WALLS TO BE SANDED AFTER PAINTING OF CEILING TO REMOVE DRYWALL PAINT RESIDUE. COMPLETE SANDING PRIOR TO INSTALLATION OF OWNER FURNISHED GRAPHICS PACKAGE.
2. REFER TO DRAWING A-400 FOR ALL FINISH CALL-OUTS.
3. GC TO INSTALL OWNER FURNISHED INTERIOR GRAPHICS AND ALL WORK PACKAGE. REFER TO INSTALLATION INSTRUCTIONS AND CUT SHEETS POSTED TO WWW.SHAPESNOLOGY.COM
INTERIOR GRAPHICS
VENDOR INFO > SAPI INTERIOR GRAPHICS
MILLWORK
VENDOR INFO > SIDDLEY CABINET CO INC
VENDOR INFO > JUI CONCEPTS INC
4. COORDINATE LOCATIONS OF ALL CONTROL JOINTS WITH INTERIOR GRAPHICS PACKAGE TO MINIMIZE INTERFERENCE WITH INSTALLATION OF GRAPHICS.
5. ALL SALES AREA WALLS TO BE FREE OF ABANDONED DEVICE BOXES AND BLANK COVER PLATES ARE TO BE EXPOSED.

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585.742.2770
585.924.9914fax
www.apdpc.com

ALDI Inc.
Division address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Interior Elevations
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-211
Scale: As Noted	Drawing No.

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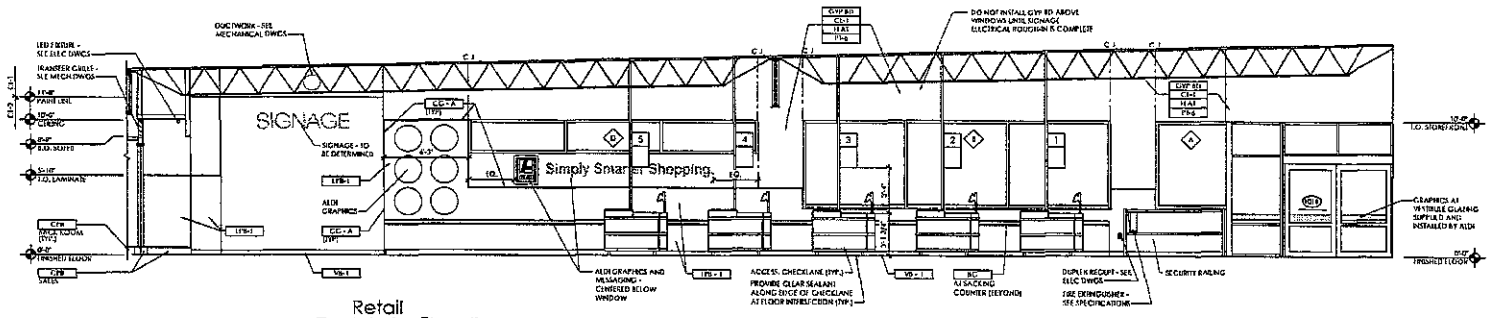
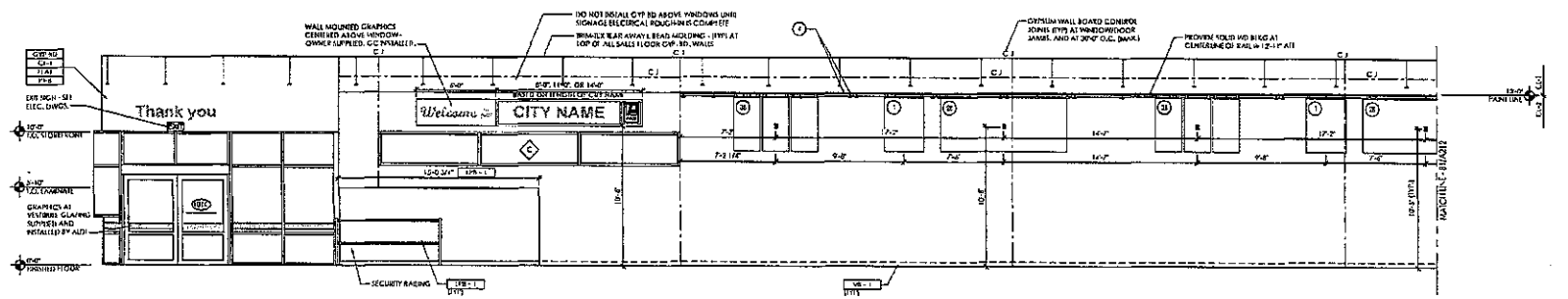
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



C3 Retail Interior Elevation

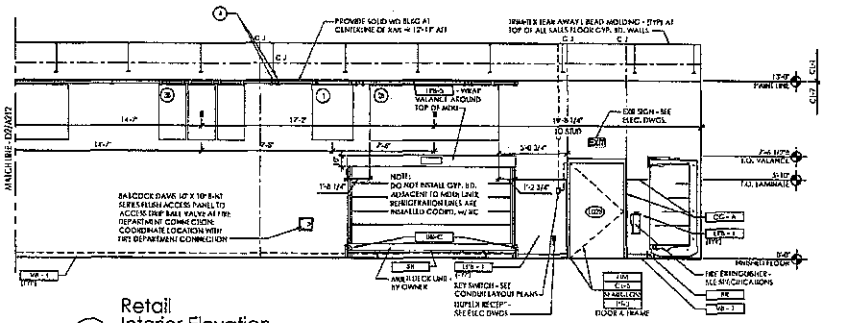
SCALE: 1/4" = 1'-0"



D2 Retail Interior Elevation

SCALE: 1/4" = 1'-0"

SALES FLOOR GRAPHICS SCHEDULE			
KEY	KEY DESCRIPTION	MANUFACTURER	NOTES
1	SINGLE PANEL WALL MTD. GRAPHIC	OWNER FURNISHED - GC INSTALLED	32"W x 48"H - FIRST ABLE WALL
2	ILLUMINATED WALL MTD. GRAPHIC w/ VINEYARD WALL MOUNT	OWNER FURNISHED - GC INSTALLED	2'-6" HIGH W x 48'H + COVE TO FLOOR WALL 28'-11.6"W x 48"H - FIRST ABLE WALL
3	TRIPLE PANEL WALL MTD. GRAPHIC - LIGHTBOX	OWNER FURNISHED - GC INSTALLED	3A: 32"W x 42"H PANELS - 72" TOTAL WIDTH 3B: 24"W x 42"H PANELS - 72" TOTAL WIDTH
4	AWNING BAR	OWNER FURNISHED - GC INSTALLED	ATTACH TOP OF BAR BRACKETS w/ PAINT LINE
5	ILLUMINATED WALL MTD. GRAPHIC	OWNER FURNISHED - GC INSTALLED	102"W x 42"H - BACK WALL ABOVE MDV
6	WALL MTD GRAPHIC	OWNER FURNISHED - GC INSTALLED	192"W x 30"H - BACK WALL ABOVE MDV



B1 Retail Interior Elevation

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. ALL WALLS TO BE SANDED AFTER PAINTING OF CEILING TO REMOVE TEXT AT PAINT SCHEDULE - COMPLETE SANDING PRIOR TO INSTALLATION OF OWNER FURNISHED GRAPHICS PACKAGE.
2. REFER TO DRAWING A-103 FOR ALL FINISH CALL-OUTS.
3. GC TO INSTALL OWNER FURNISHED INTERIOR GRAPHICS AND MILLWORK PACKAGE, REFER TO INSTALLATION INSTRUCTIONS AND CUT SHEETS POSTED TO WWW.SIGNARMOLOGY.COM
INTERIOR GRAPHICS:
VENDOR INFO > SIGNARMOLOGY
MILLWORK:
VENDOR INFO > RIDLEY CABINET CO INC
VENDOR INFO > MT CONCEPTS INC
4. COORDINATE LOCATIONS OF ALL CONTROL BOXES WITH THE GRAPHICS PACKAGE TO MINIMIZE INTERFERENCE WITH THE GRAPHICS.
5. ALL WALL AREA WALLS TO BE FREE OF ABANDONED DEVICE BOXES AND NO BLANK COVER PLATES ARE TO BE ERRORED.
6. COORDINATE LAYOUT OF REFRIGERATION LINES WITH REFRIGERATION CONTRACTOR BEFORE ENCLOSING WALL CAVITY.

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www.apdpc.com

ALDI Inc.

Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Interior Elevations
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-212
Drawing No.

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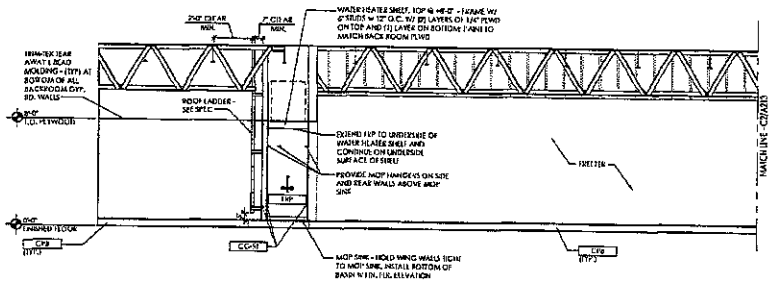
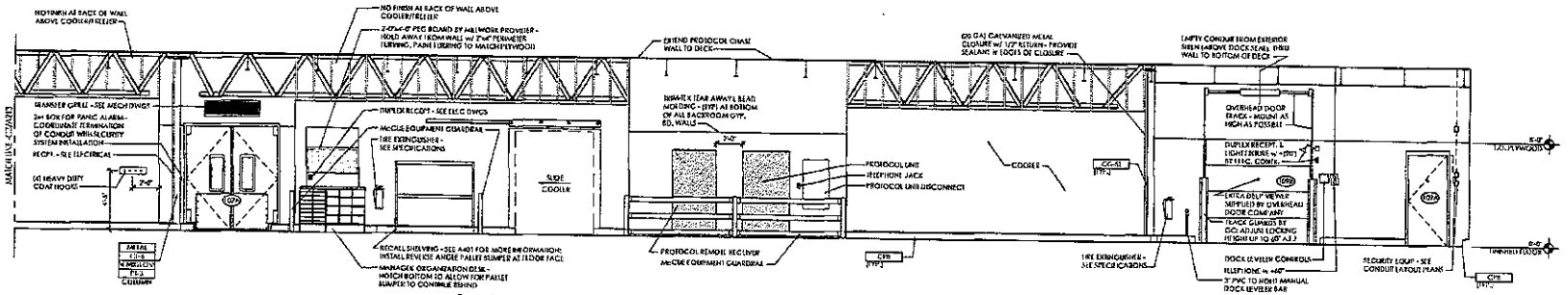
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

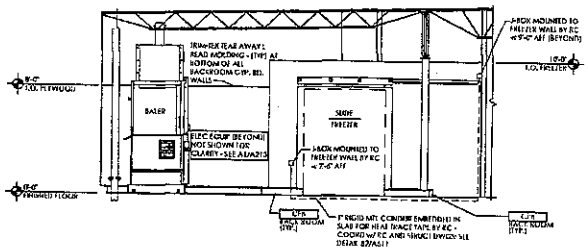
NOTE:
1. REFER TO DRAWING A-803 FOR ALL WASH CALL-OUTS.
2. VERIFY THE LOCATION OF ELECTRICAL OUTLETS WITH ELECTRICAL PLANS BEFORE INSTALLATION. IF THERE IS A CONFLICT NOTIFY OWNER PRIOR TO ANY WORK.



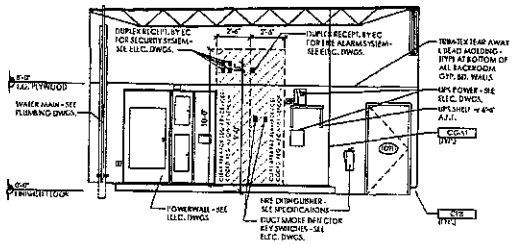
C3 Backroom Interior Elevation
SCALE: 1/4" = 1'-0"



C2 Backroom Interior Elevation
SCALE: 1/4" = 1'-0"



C1 Backroom Interior Elevation
SCALE: 1/4" = 1'-0"



A1 Backroom Interior Elevation
SCALE: 1/4" = 1'-0"

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Victor, NY 14564
585.924.4910 fax

ALDI Inc.
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Interior Elevations
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
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Drawing No.

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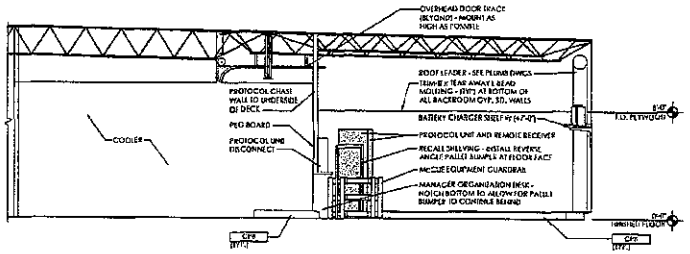
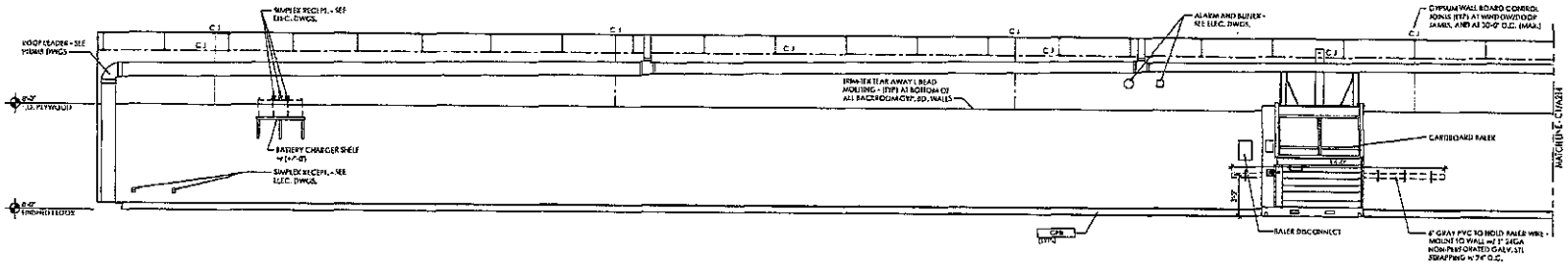
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



C3 Backroom Interior Elevation

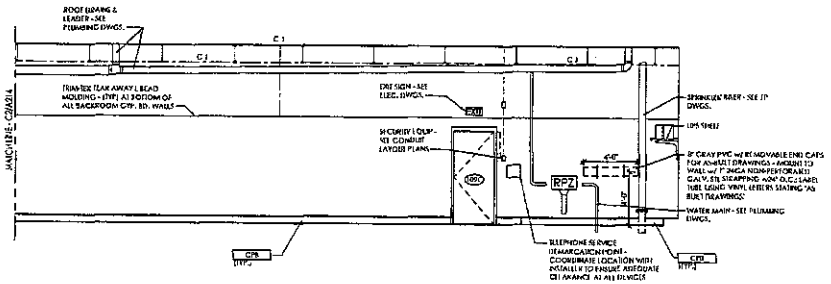
SCALE: 1/4" = 1'-0"

NOTE:
1. REFER TO DRAWING A-403 FOR ALL FINISH CALLOUTS.
2. VERIFY THE LOCATION OF ELECTRICAL OUTLETS WITH ELECTRICAL PLANS. BEFORE INSTALLATION. IF THERE IS A CONFLICT, NOTIFY OWNER PRIOR TO ANY WORK.



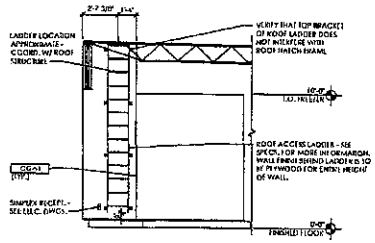
C2 Backroom Interior Elevation

SCALE: 1/4" = 1'-0"



C1 Backroom Interior Elevation

SCALE: 1/4" = 1'-0"



A1 Backroom Interior Elevation

SCALE: 1/4" = 1'-0"

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ALDI Inc.
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

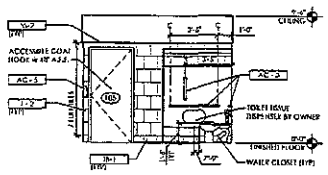
Interior Elevations
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

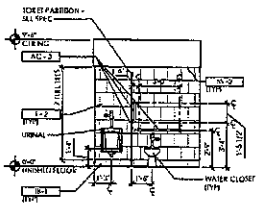
Project No.
Proj. No.

A-214
Drawing No.

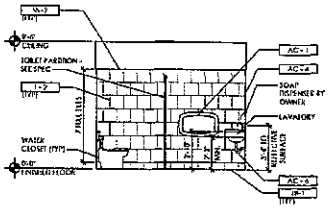
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



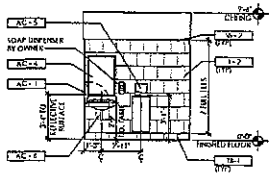
D3 Men's Lav. #105
SCALE: 1/4" = 1'-0"



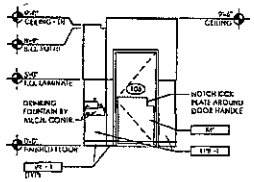
C3 Men's Lav. #105
SCALE: 1/4" = 1'-0"



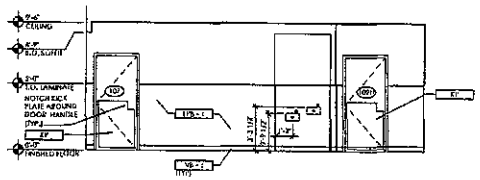
B3 Men's Lav. #105
SCALE: 1/4" = 1'-0"



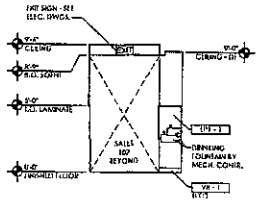
A3 Men's Lav. #105
SCALE: 1/4" = 1'-0"



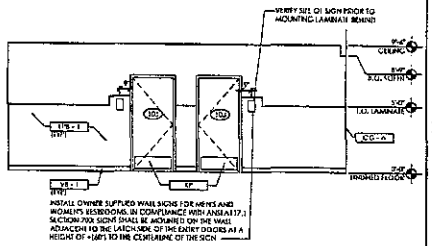
D2 Hallway #104
SCALE: 1/4" = 1'-0"



C2 Hallway #104
SCALE: 1/4" = 1'-0"



B2 Hallway #104
SCALE: 1/4" = 1'-0"



A2 Hallway #104
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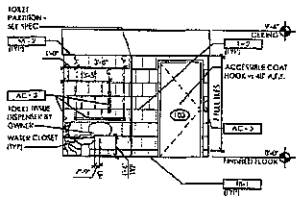
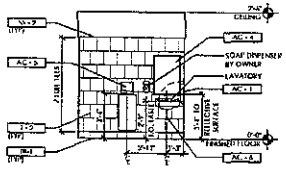
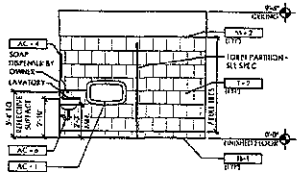


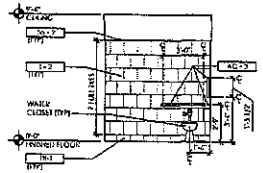
D1 Women's Lav. #103
SCALE: 1/4" = 1'-0"



C1 Women's Lav. #103
SCALE: 1/4" = 1'-0"



B1 Women's Lav. #103
SCALE: 1/4" = 1'-0"



A1 Women's Lav. #103
SCALE: 1/4" = 1'-0"

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ALDI Inc.
Division Address
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ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Interior Elevations
Drawing Name:

Date: Date
Project No.
Proj. No.
Type: RHSD-V7
Drawn By: XXX
A-215
Scale: As Noted
Drawing No.

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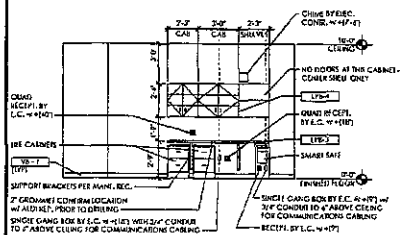
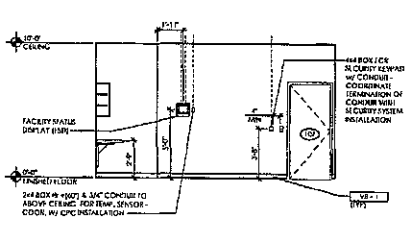
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

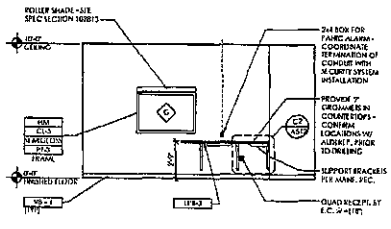
NOTE:
REFER TO DRAWING A-603 FOR ALL FINISH CALL-OUTS



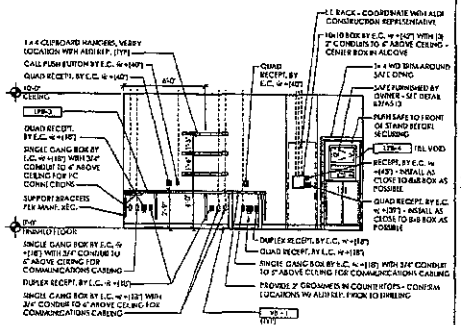
D2 Office #107
SCALE: 1/4" = 1'-0"



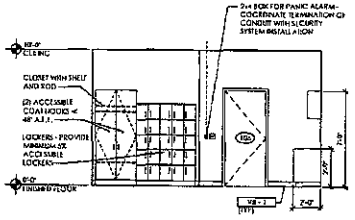
C2 Office #107
SCALE: 1/4" = 1'-0"



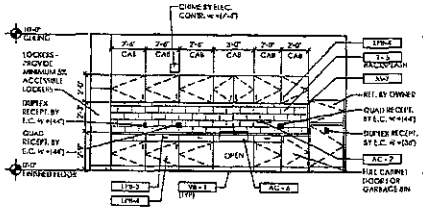
B2 Office #107
SCALE: 1/4" = 1'-0"



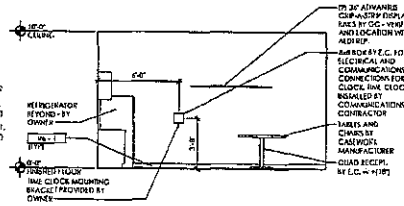
A2 Office #107
SCALE: 1/4" = 1'-0"



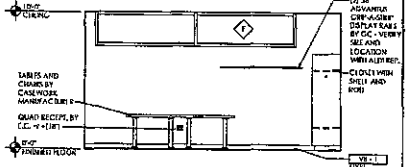
D1 Break Room #106
SCALE: 1/4" = 1'-0"



C1 Break Room #106
SCALE: 1/4" = 1'-0"



B1 Break Room #106
SCALE: 1/4" = 1'-0"



A1 Break Room #106
SCALE: 1/4" = 1'-0"

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Project County
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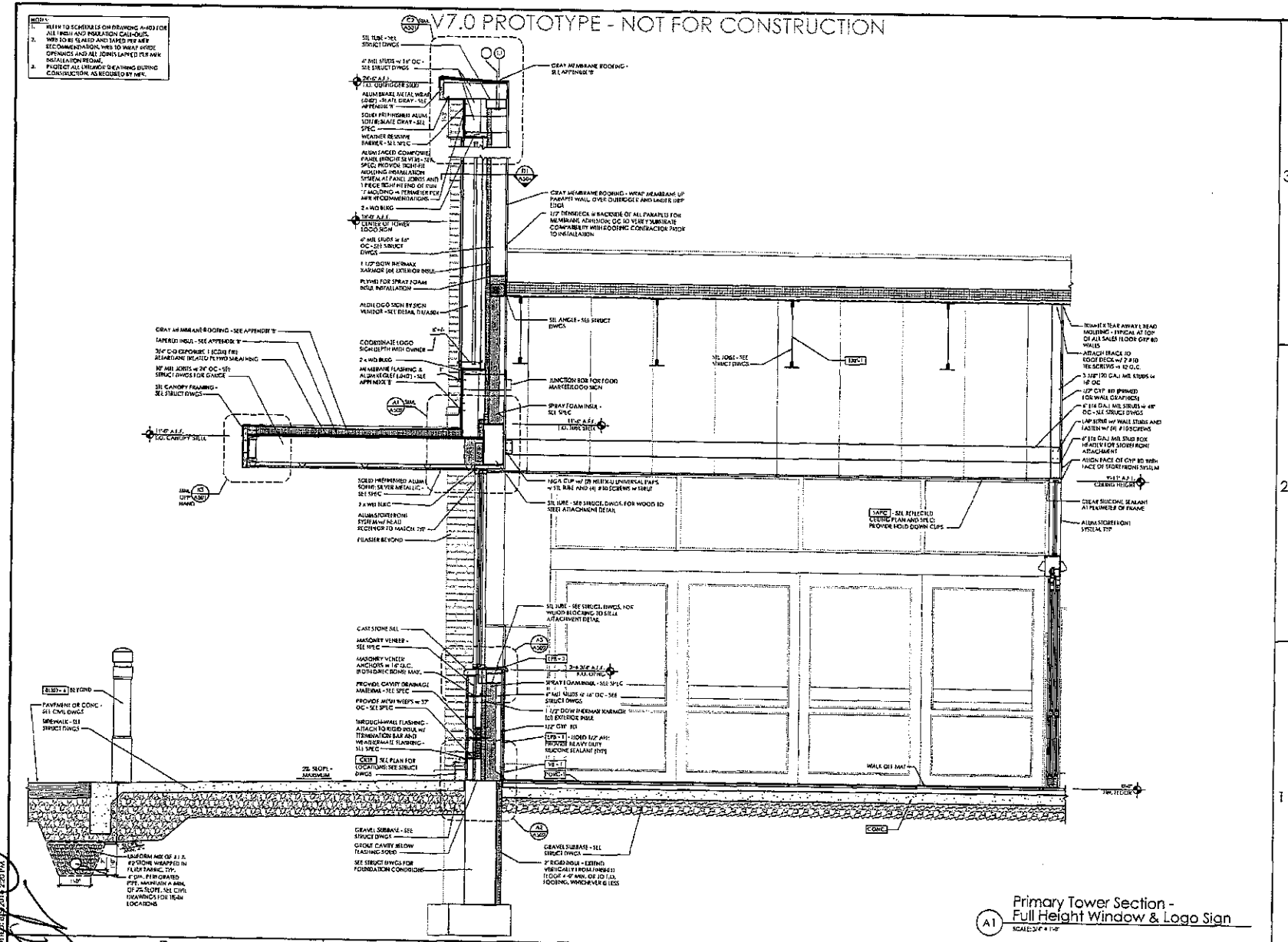
Interior Elevations
Drawing Name:

Date: Date
Project No.
Proj. No.
Type: RHSD-V7
Drawn By: XXX
A-216
Scale: As Noted
Drawing No.



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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Wall Sections
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-301
Scale: As Noted	Drawing No.

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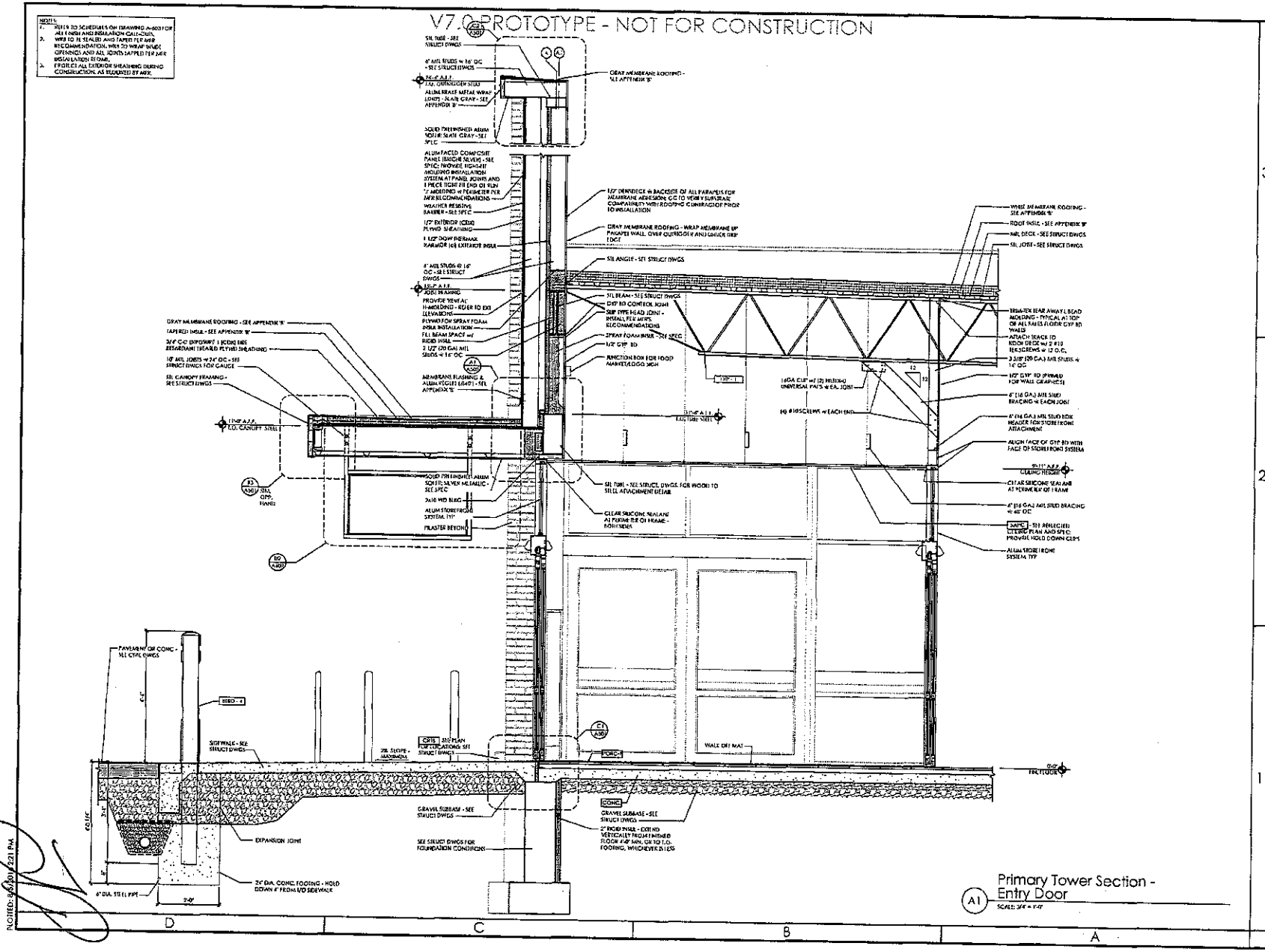

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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Wall Sections
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-302
Drawing No.

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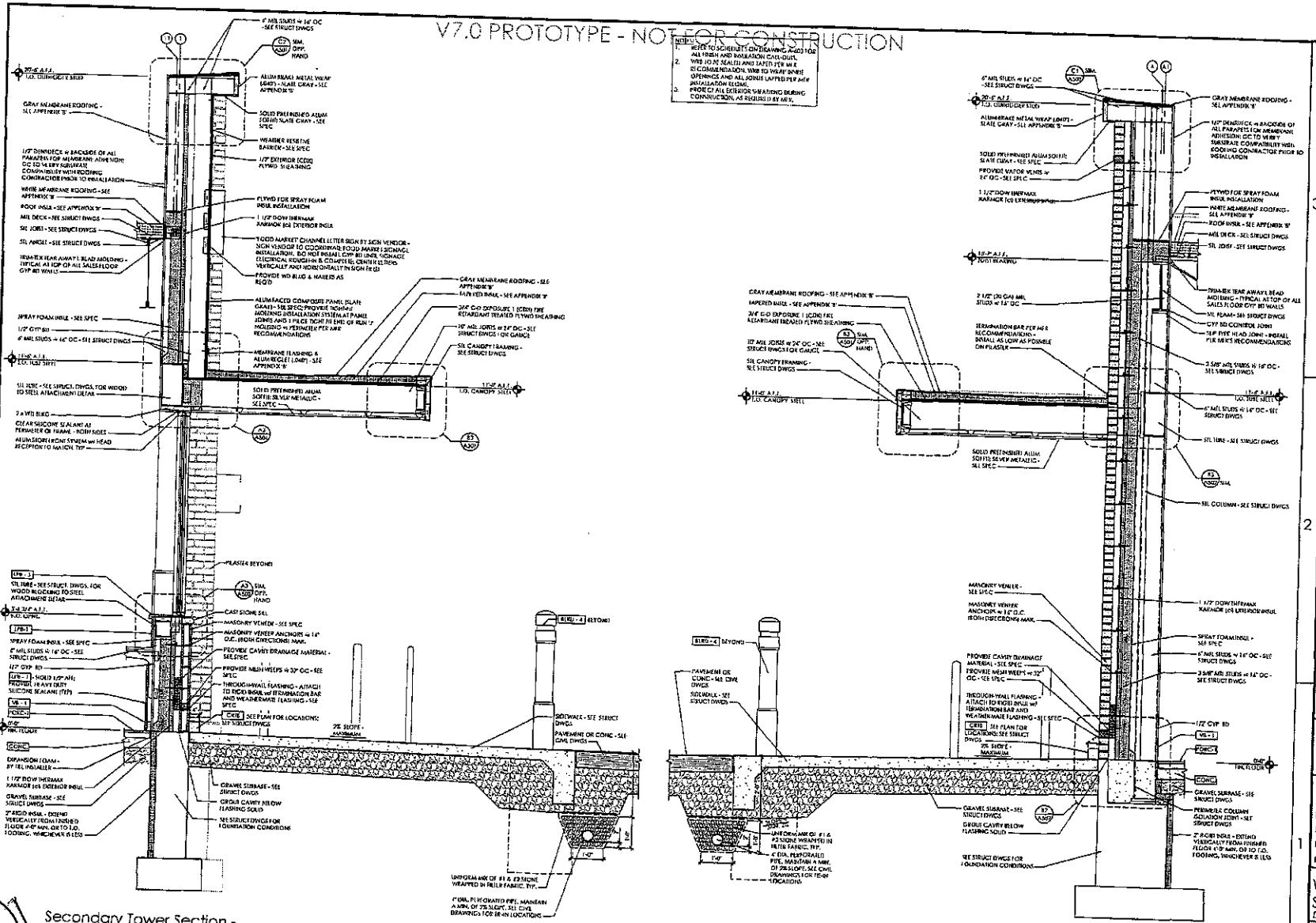
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



B1 Secondary Tower Section - Full Height Window
SCALES: 3/4" = 1'-0"

B1 Secondary Tower Section - End Pilaster at Canopy
SCALE: 3/4" = 1'-0"

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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Wall Sections
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-303
Scale: As Noted	Drawing No.

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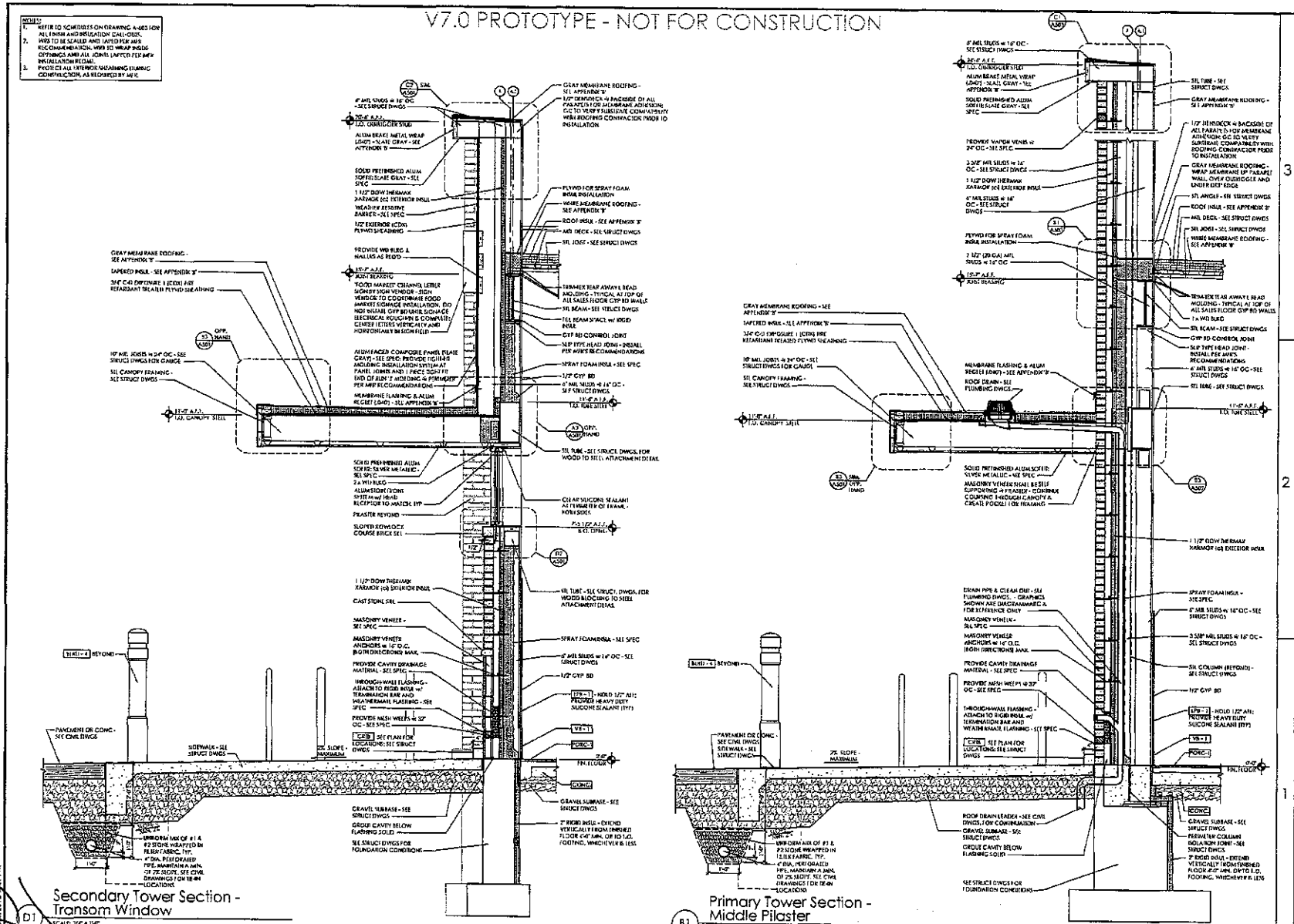
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

NOTES:
1. REFER TO SCHEDULES ON DRAWING A-605 FOR ALL FINISH AND INSULATION CALL-OUTS.
2. WIRE TO BE SEALED AND TAPED PER MFR. RECOMMENDATION. WIRE TO WRAP INSIDE OPENINGS AND ALL JOINTS TAPED PER MFR INSTALLATION REQMT.
3. PROTECT ALL EXTERIOR SHEATHING DURING CONSTRUCTION, AS REQUIRED BY MFR.



D1 Secondary Tower Section - Transom Window
SCALE: 3/4" = 1'-0"

B1 Primary Tower Section - Middle Pilaster
SCALE: 3/4" = 1'-0"

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Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
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Project County
Project Name & Location:

Wall Sections
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-304
Drawing No.

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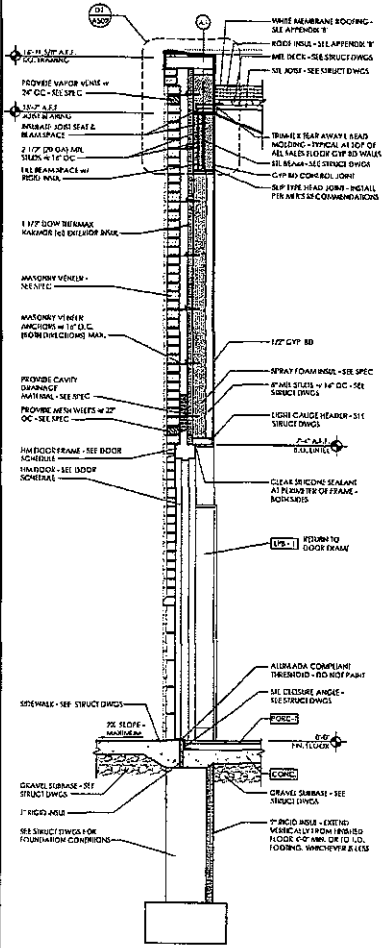
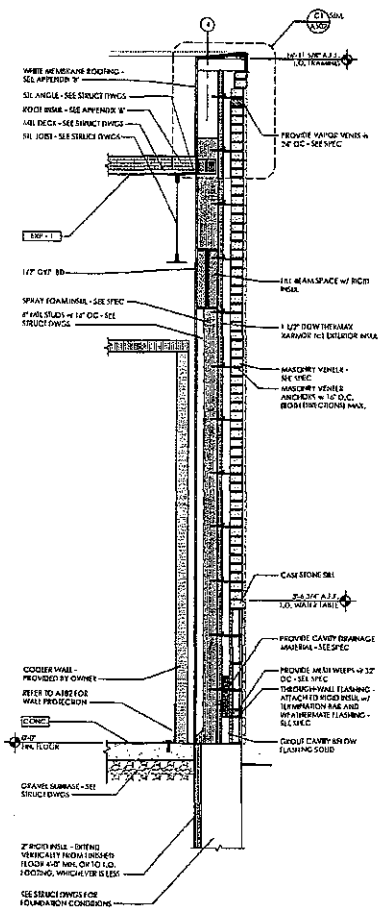
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

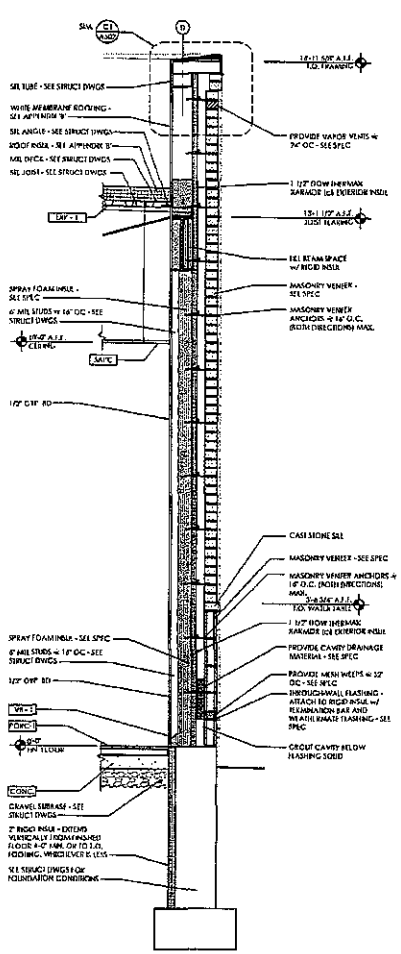
NOTES:
1. REFER TO SCHEDULE ON DRAWING A-003 FOR ALL FINISH AND PREPARATION CALL-OUTS. WHERE TO BE SEALED AND TAPED PER MFR RECOMMENDATION, WHERE TO BE AT INSIDE CORNERS AND ALL JOINTS LAPPED PER MFR INSTALLATION REQMT.
2. PROVIDE ALL EXTERIOR SHEATHING DURING CONSTRUCTION, AS REQUIRED BY MFR.



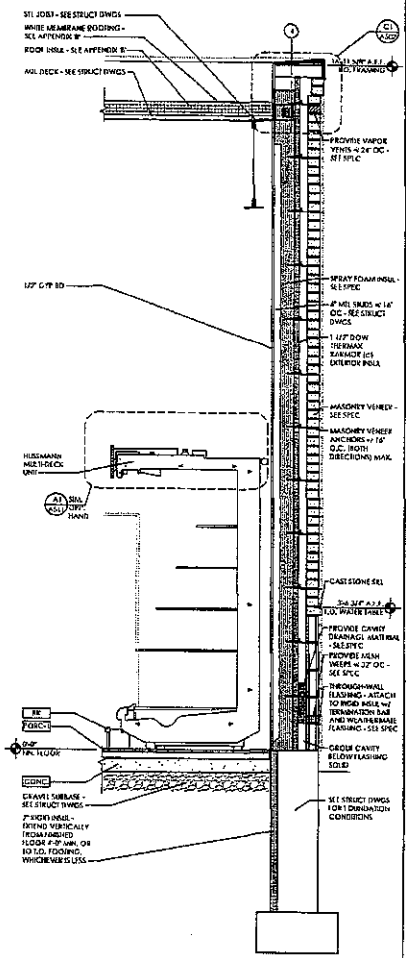
D1 Wall Section - Sales Floor at Egress Door
SCALE: 3/4" = 1'-0"



C1 Wall Section - Back Room at Cooler
SCALE: 3/4" = 1'-0"



B1 Wall Section - Low Joist Bearing
SCALE: 3/4" = 1'-0"



A1 Wall Section - Sales Floor at MDU
SCALE: 3/4" = 1'-0"

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Project County
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Wall Sections
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-305
Scale: As Noted	Drawing No.

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NOTE:
1. REFER TO SCHEDULES ON DRAWING A-605 FOR ALL INSULATION CALL-OUTS.
2. WRB TO BE SEALED AND TAPED PER WRB RECOMMENDATION. WRB TO WRAP INSIDE OPENINGS AND ALL JOINTS LAPPED PER WRB INSTALLATION METHOD.
3. PROTECT ALL EXTERIOR SHEATHING DURING CONSTRUCTION, AS REQUIRED BY MFR.

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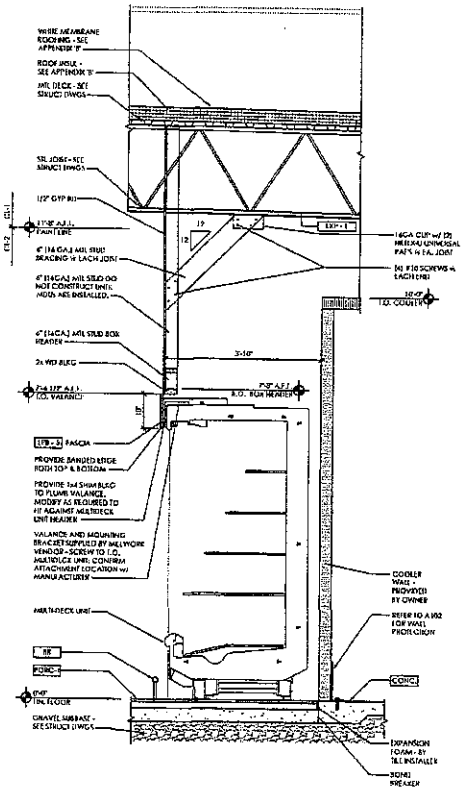
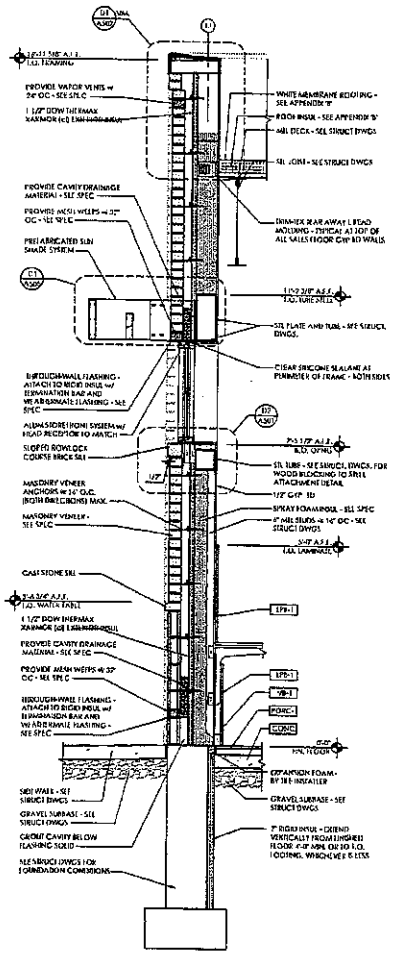
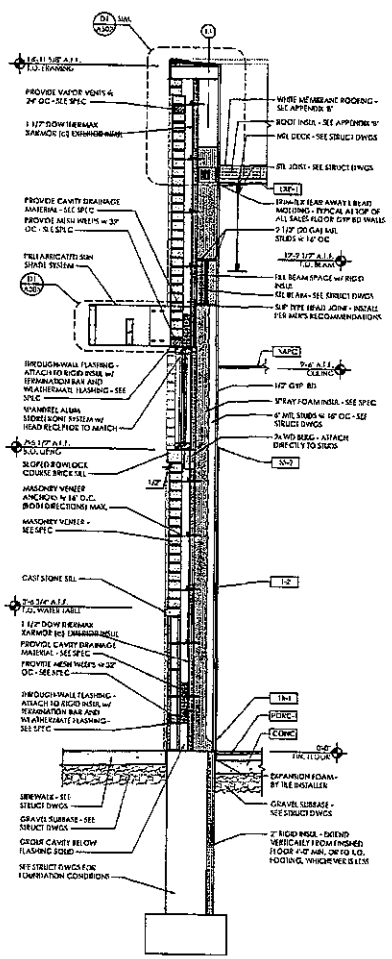


C1 Wall Section - MDU @ Cooler
SCALE: 3/4" = 1'-0"



B1 Wall Section - Sun Shade at Window
SCALE: 3/4" = 1'-0"



A1 Wall Section - Sun Shade at Spandrel
SCALE: 3/4" = 1'-0"

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Wall Sections
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-306
Scale: As Noted	Drawing No.

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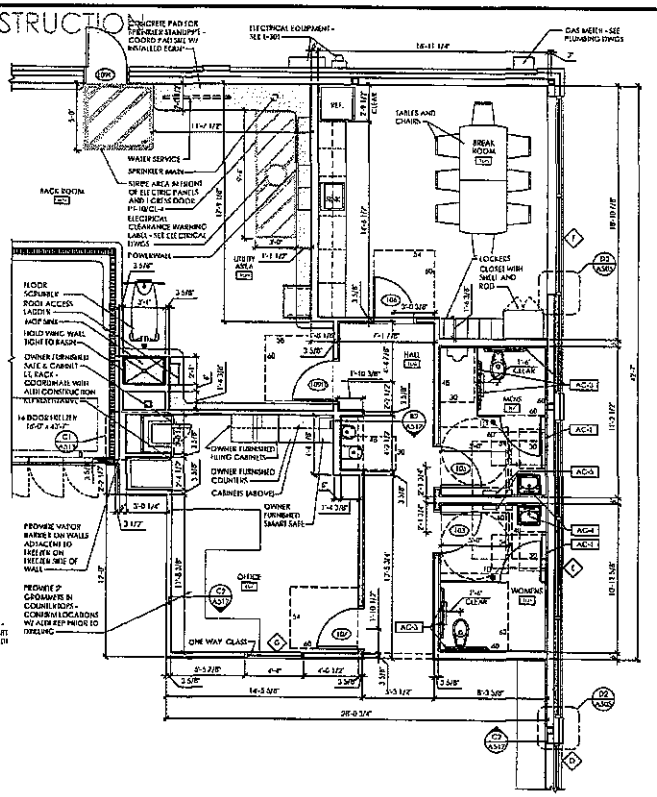
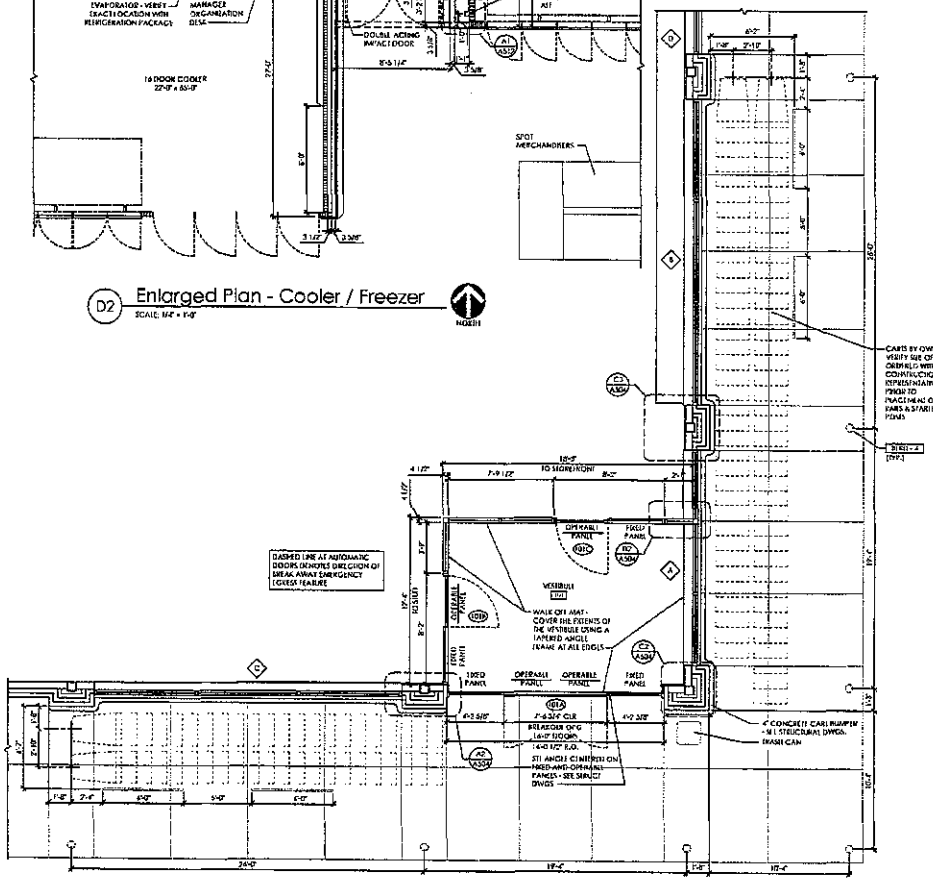
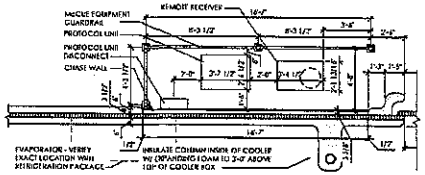
D2 Enlarged Plan - Cooler / Freezer
SCALE: 1/4" = 1'-0"



B2 Enlarged Plan - Ancillary Spaces
SCALE: 1/4" = 1'-0"



C1 Enlarged Plan - Entry
SCALE: 1/4" = 1'-0"



B1 Enlarged Plan - Protocol Unit
SCALE: 1/4" = 1'-0"

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Drawing Name:

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Type: RH5D-V7	
Drawn By: XXX	A-401
Scale: As Noted	Drawing No.

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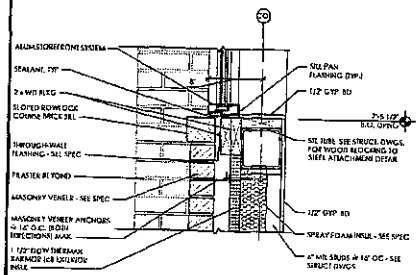
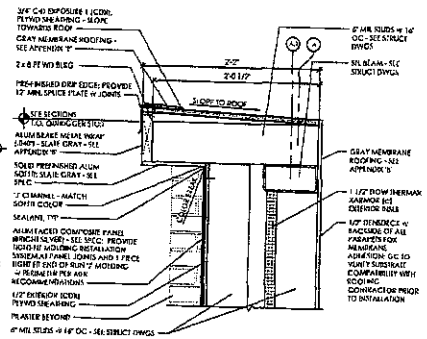
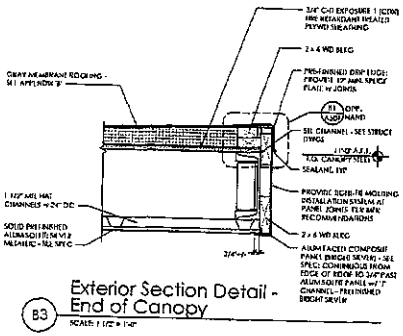


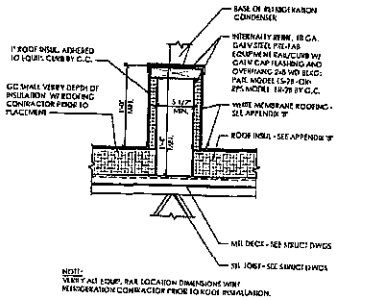
D2 Exterior Section Detail - B.O. Transom Opening
SCALE: 1 1/2" = 1'-0"



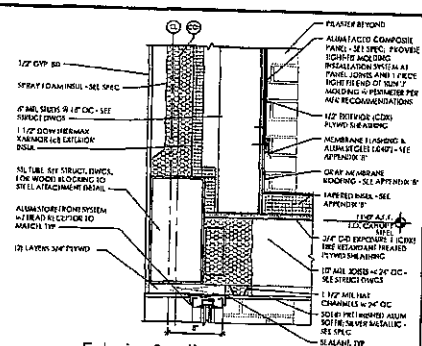
C2 Exterior Section Detail - Parapet at Towers
SCALE: 1 1/2" = 1'-0"



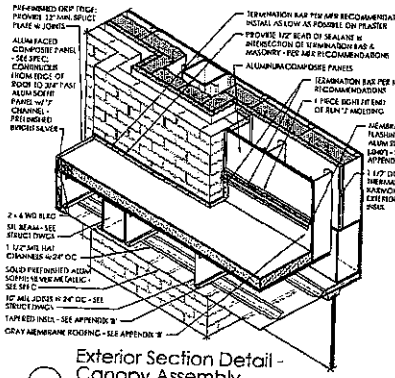
B3 Exterior Section Detail - End of Canopy
SCALE: 1 1/2" = 1'-0"



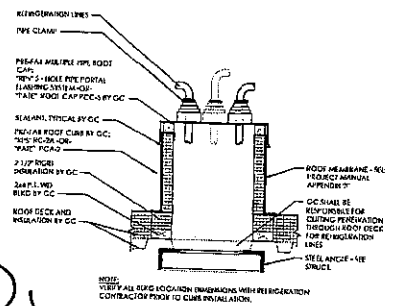
B2 Exterior Section Detail - Equipment Rail
SCALE: 3" = 1'-0"



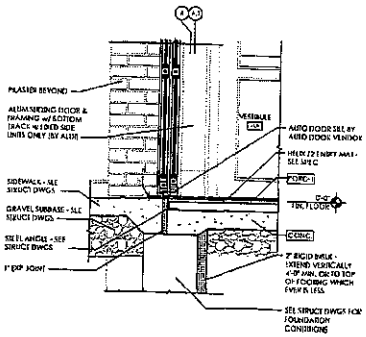
A3 Exterior Section Detail (Low Tower) - Canopy at Windows
SCALE: 1 1/2" = 1'-0"



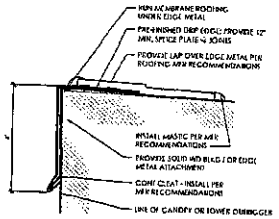
A2 Exterior Section Detail - Canopy Assembly
SCALE: 3/4" = 1'-0"



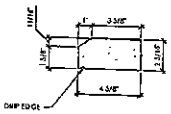
D1 Exterior Section Detail - Multiple Pipe Boot Curb
SCALE: 1 1/2" = 1'-0"



C1 Exterior Section Detail - Slab at Entry / Exit Door
SCALE: 1" = 1'-0"



B1 Exterior Section Detail - Flashing at Canopy
SCALE: 3" = 1'-0"



A1 Exterior Section Detail - Water Table Trim
SCALE: 3" = 1'-0"

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Exterior Details - Section
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

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Proj. No.
A-501
Drawing No.

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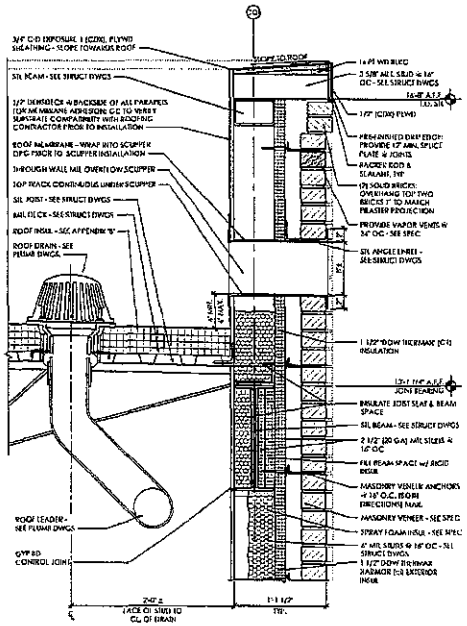
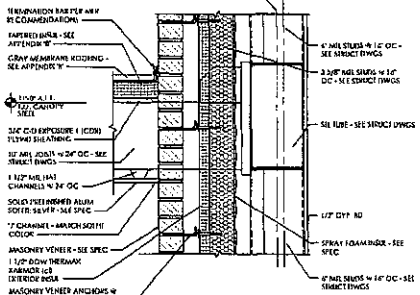
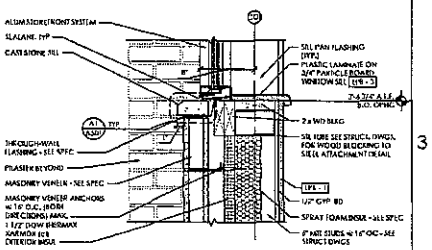


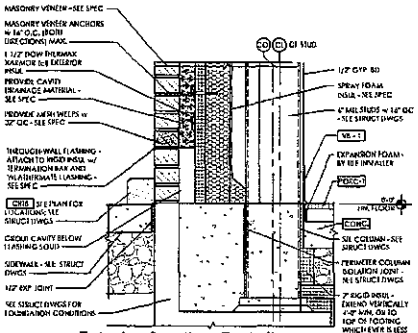
D2 Exterior Section Detail - Parapet at Scupper
SCALE: 1 1/2" = 1'-0"



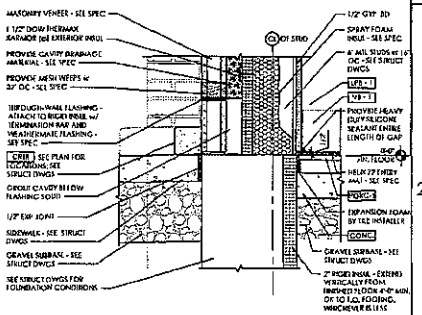
B3 Exterior Section Detail - Canopy at End Pilaster
SCALE: 1 1/2" = 1'-0"



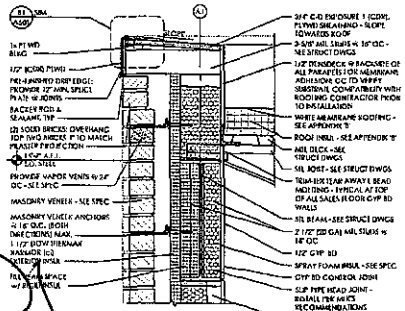
A3 Exterior Section Detail - B.O. Full Height Window Opening
SCALE: 1 1/2" = 1'-0"



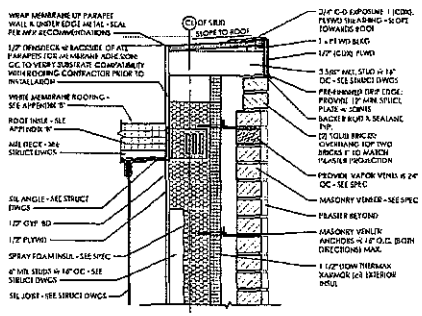
B2 Exterior Section Detail - Column Base at End Pilaster
SCALE: 1 1/2" = 1'-0"



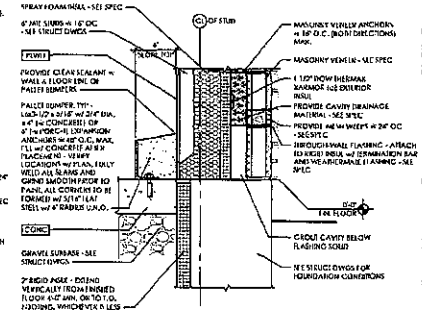
A2 Exterior Section Detail - Typ.Wall Base at Sidewalk
SCALE: 1 1/2" = 1'-0"



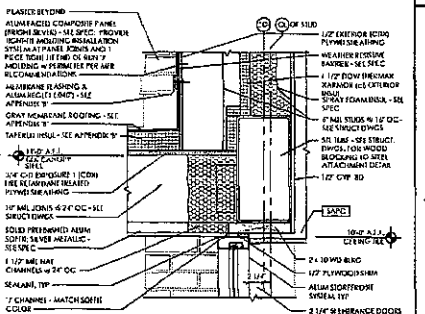
D1 Exterior Section Detail - Parapet at Field
SCALE: 1 1/2" = 1'-0"



C1 Exterior Section Detail - Parapet at Field
SCALE: 1 1/2" = 1'-0"



B1 Exterior Section Detail - Typ. Wall Base at Grade
SCALE: 1 1/2" = 1'-0"



A1 Exterior Section Detail (High Tower) - Canopy Connection at Storefront
SCALE: 1 1/2" = 1'-0"

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Project County
Project Name & Location:

Exterior Details - Section
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-502
Drawing No.

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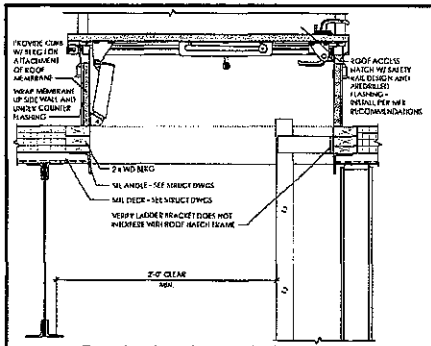
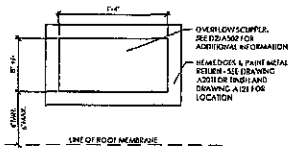
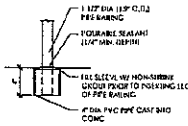


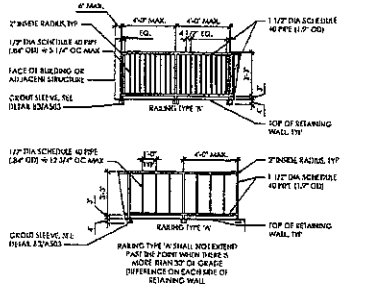
D3 Exterior Section Detail - Roof Hatch
SCALE: 1 1/2" = 1'-0"



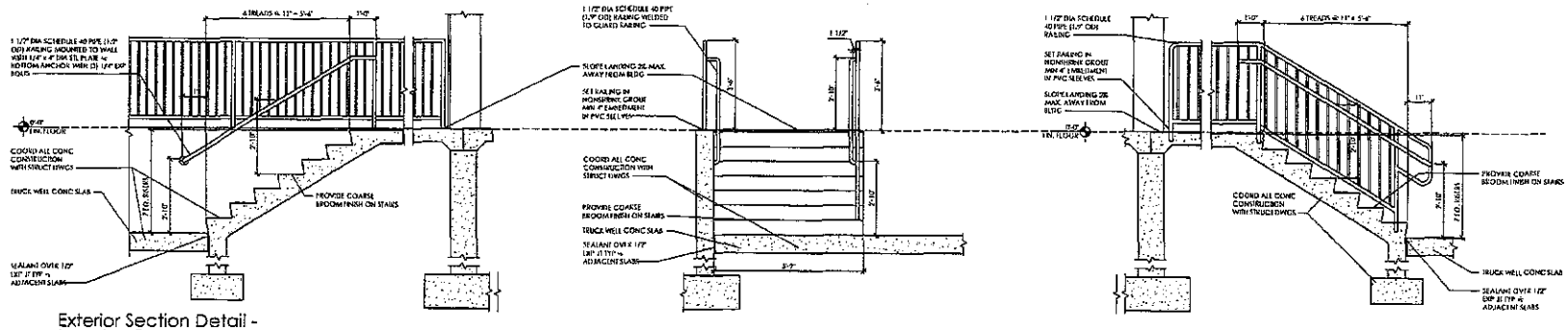
C3 Exterior Detail - Roof Scupper
SCALE: 1 1/2" = 1'-0"



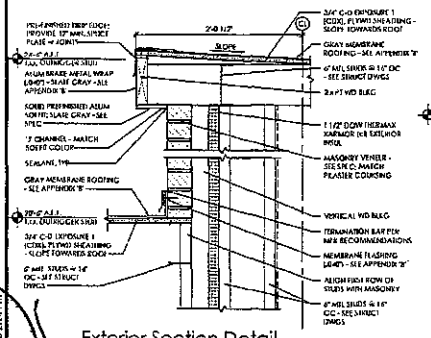
B3 Exterior Detail - Railing Post Base
SCALE: 1 1/2" = 1'-0"



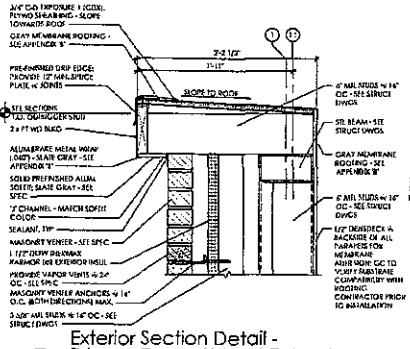
A3 Exterior Detail - Railing Types
SCALE: 1/4" = 1'-0"



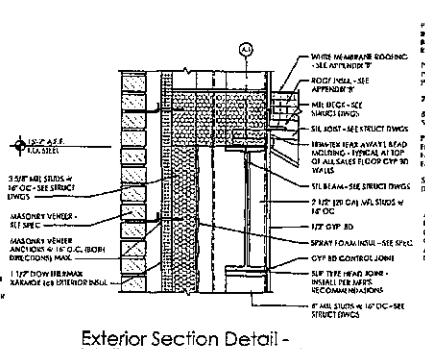
D2 Exterior Section Detail - Loading Dock Stair
SCALE: 1/2" = 1'-0"



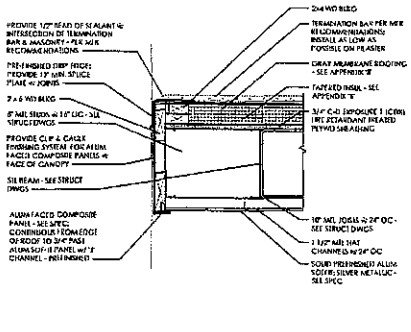
D1 Exterior Section Detail - Tower Connection
SCALE: 1 1/2" = 1'-0"



C1 Exterior Section Detail - Primary Tower Side at Entry Pilaster
SCALE: 1 1/2" = 1'-0"



B1 Exterior Section Detail - Wall Assembly at Entry Pilaster
SCALE: 1 1/2" = 1'-0"



A1 Exterior Section Detail - Canopy Return to Entry Pilaster
SCALE: 1 1/2" = 1'-0"

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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Exterior Details
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

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Proj. No.
A-503
Drawing No.

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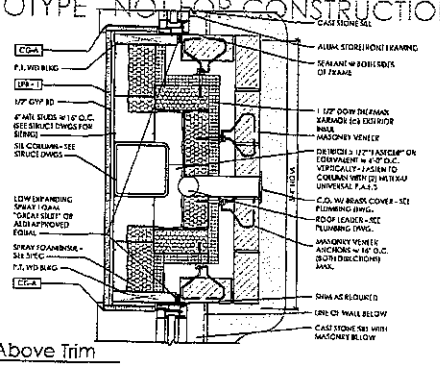
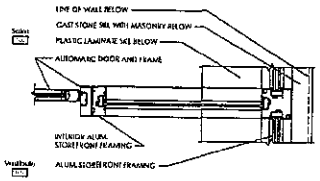
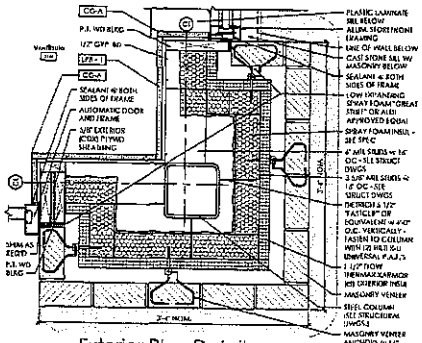


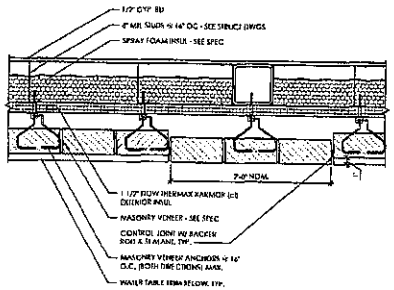
C3 Exterior Plan Detail - Middle Entry Pilaster Above Trim
SCALE: 1 1/2" = 1'-0"



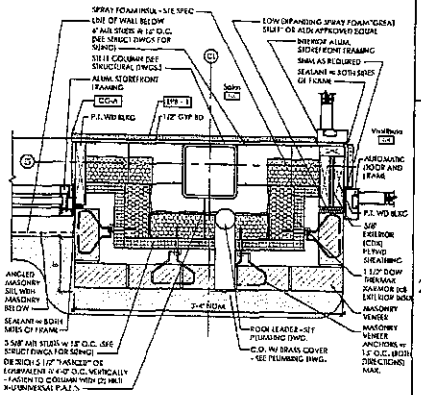
D2 Exterior Plan Detail - Vestibule Connection to Storefront
SCALE: 1 1/2" = 1'-0"



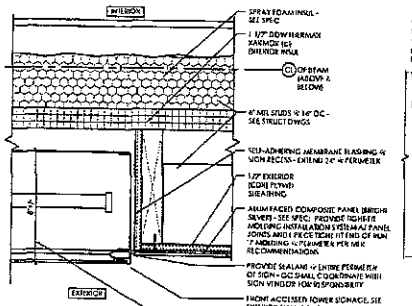
C2 Exterior Plan Detail - Corner Entry Pilaster
SCALE: 1 1/2" = 1'-0"



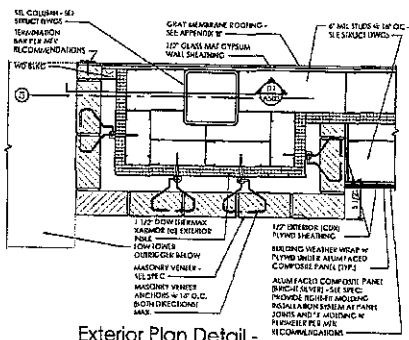
B2 Exterior Plan Detail - Field Pilaster Above Trim
SCALE: 1 1/2" = 1'-0"



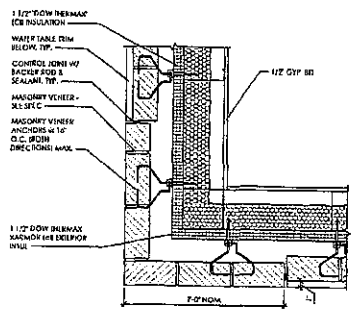
A2 Exterior Plan Detail - Middle Entry Pilaster Above Trim
SCALE: 1 1/2" = 1'-0"



D1 Exterior Plan Detail - Signage Connection
SCALE: 1" = 1'-0"



C1 Exterior Plan Detail - Middle Entry Pilaster at Parapet
SCALE: 1 1/2" = 1'-0"



A1 Exterior Plan Detail - Corner Pilaster Above Trim
SCALE: 1 1/2" = 1'-0"

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ALDI Inc. Store #: XX
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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Exterior Details
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-504
Scale: As Noted	Drawing No.

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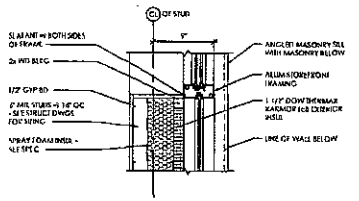
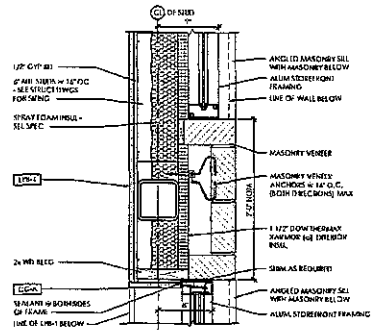


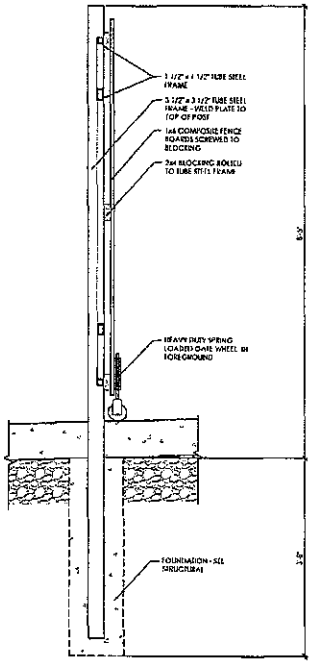
D3 Exterior Plan Detail - Partial Spandrel Window

SCALE: 1 1/2" = 1'-0"



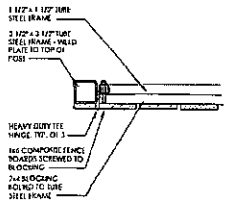
D2 Exterior Plan Detail - Clerestory Window

SCALE: 1 1/2" = 1'-0"



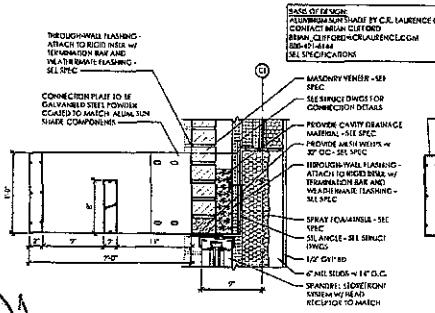
C2 Exterior Section Detail - Dumpster Post

SCALE: 1" = 1'-0"



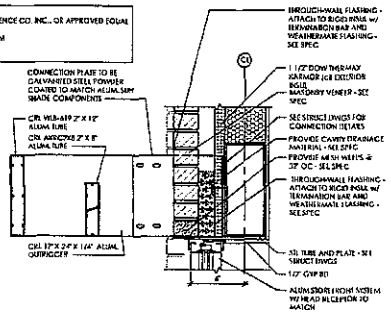
A3 Exterior Plan Detail - Dumpster Post

SCALE: 1 1/2" = 1'-0"



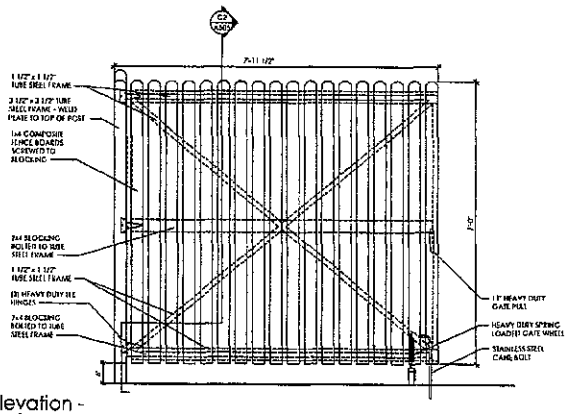
D1 Exterior Section Detail - Sun Shade at Spandrel Window

SCALE: 1 1/2" = 1'-0"



C1 Exterior Section Detail - Sun Shade at Clerestory Window

SCALE: 1 1/2" = 1'-0"



B1 Exterior Elevation - Dumpster Gate

SCALE: 3/4" = 1'-0"

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Exterior Details
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-505
Drawing No.

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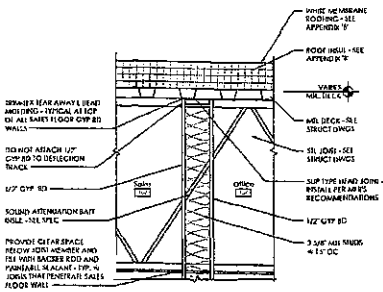
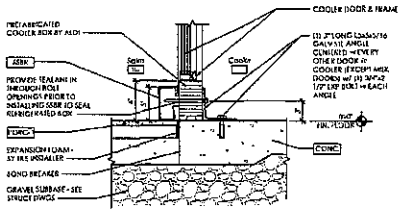
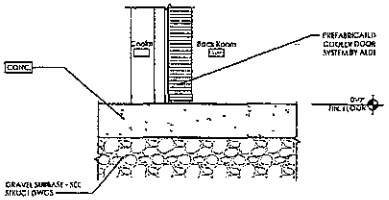


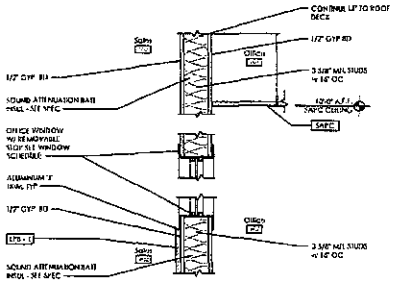
D3 Interior Section Detail - Interior Wall Head at Sales
SCALE: 1 1/2" = 1'-0"



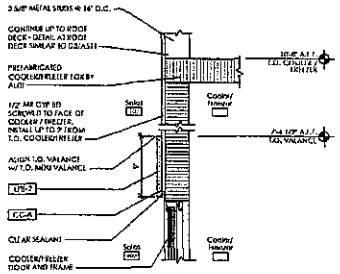
C3 Interior Section Detail - Cooler at General Doors
SCALE: 1 1/2" = 1'-0"



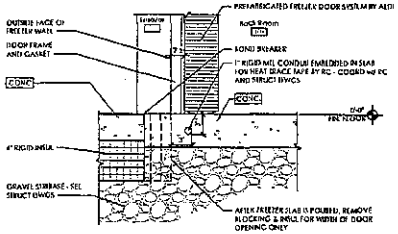
B3 Interior Section Detail - Cooler at Service Door
SCALE: 1 1/2" = 1'-0"



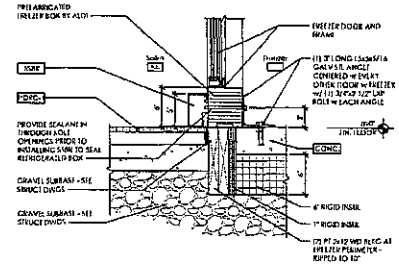
D2 Interior Section Detail - Office Window
SCALE: 1 1/2" = 1'-0"



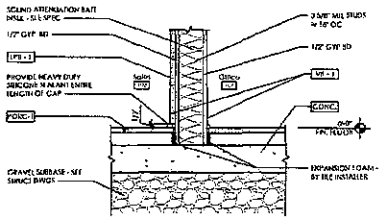
C2 Inteior Section Detail - T.O. Cooler/Freezer at Sales
SCALE: 1 1/2" = 1'-0"



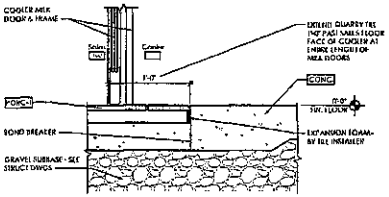
B2 Interior Section Detail - Freezer at Service Door
SCALE: 1 1/2" = 1'-0"



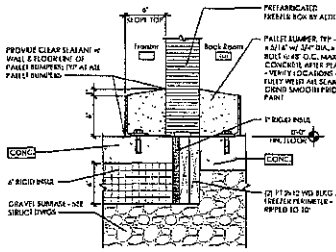
A2 Interior Section Detail - Freezer at General Doors
SCALE: 1 1/2" = 1'-0"



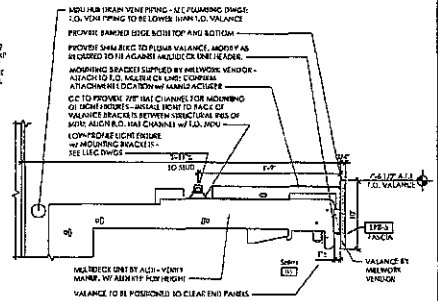
D1 Interior Section Detail - Wall Base at Office and Sales
SCALE: 1 1/2" = 1'-0"



C1 Interior Section Detail - Cooler at Milk Doors
SCALE: 1 1/2" = 1'-0"



B1 Interior Section Detail - Freezer at Back Room
SCALE: 1 1/2" = 1'-0"



A1 Interior Section Detail - MDU Valance
SCALE: 1 1/2" = 1'-0"

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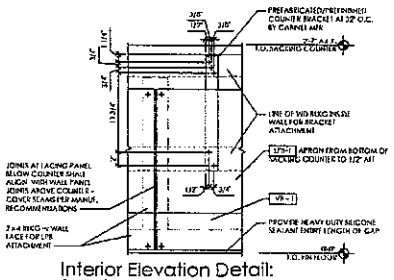
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

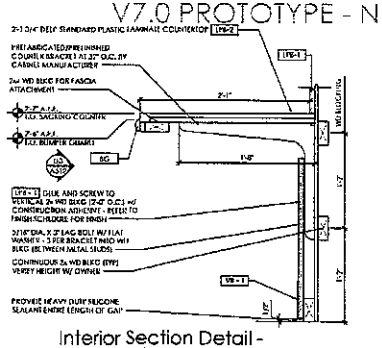
Interior Details - Section
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-511
Scale: As Noted	Drawing No.

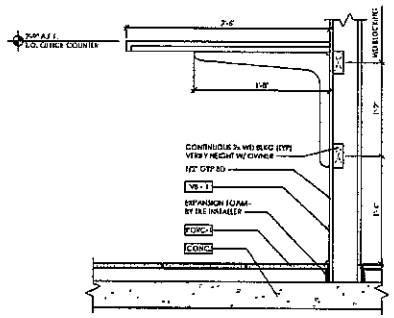
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



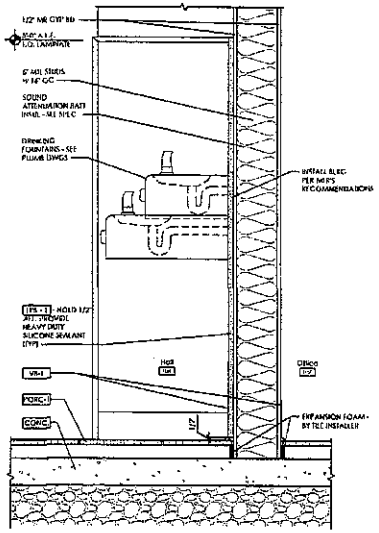
D3 Interior Elevation Detail: Sacking Counter
SCALE: 1 1/2" = 1'-0"



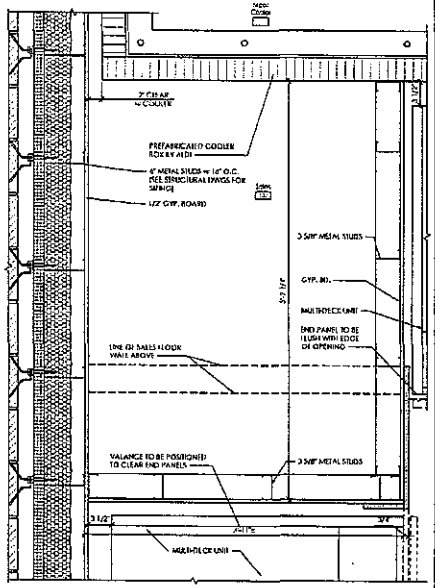
C3 Interior Section Detail - Sacking Counter
SCALE: 1 1/2" = 1'-0"



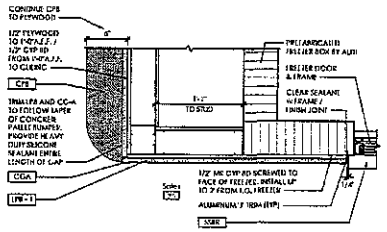
C2 Interior Section Detail - Office Counter
SCALE: 1 1/2" = 1'-0"



B2 Interior Section Detail: Drinking Fountain
SCALE: 1 1/2" = 1'-0"



A2 Interior Plan Detail - MDU and Cooler Alcove
SCALE: 1 1/2" = 1'-0"



A1 Interior Plan Detail - Wall Near Flap Doors
SCALE: 1 1/2" = 1'-0"

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Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Interior Details
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.

A-512
Drawing No.

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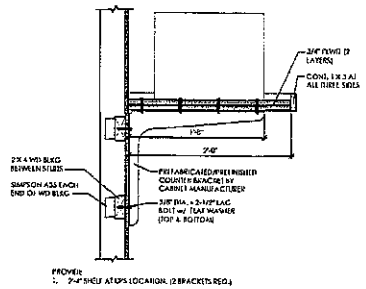
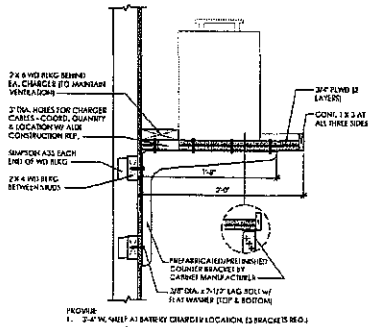
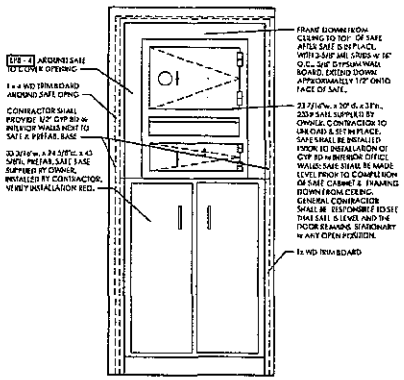
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



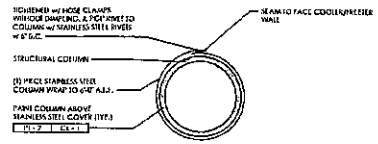
C3 Interior Section Detail - UPS Shelf
SCALE: 1 1/2" = 1'-0"



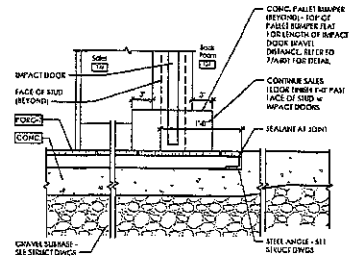
C2 Interior Section Detail - Charger Shelf
SCALE: 1 1/2" = 1'-0"



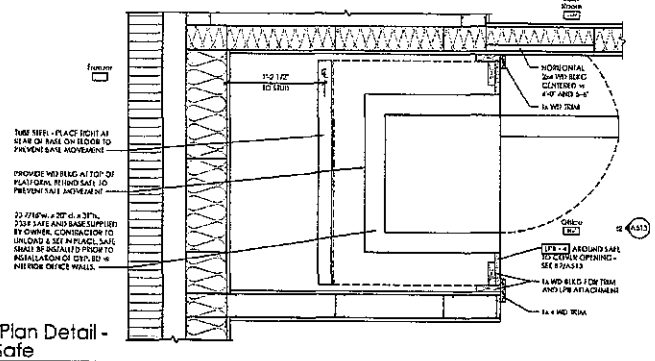
B2 Interior Elevation Detail - Office Safe
SCALE: 1" = 1'-0"



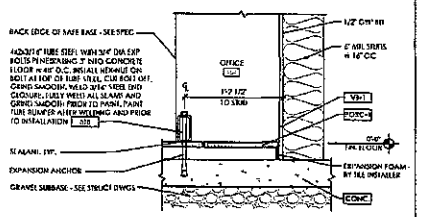
A3 Interior Plan Detail - Sales Area Column Wrap
SCALE: 1 1/2" = 1'-0"



A2 Interior Section Detail - Slab at Impact Door
SCALE: 1 1/2" = 1'-0"



C1 Interior Plan Detail - Office Safe
SCALE: 1 1/2" = 1'-0"



A1 Interior Section Detail - STB Behind Safe
SCALE: 1 1/2" = 1'-0"

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ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Interior Details
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-513
Drawing No.

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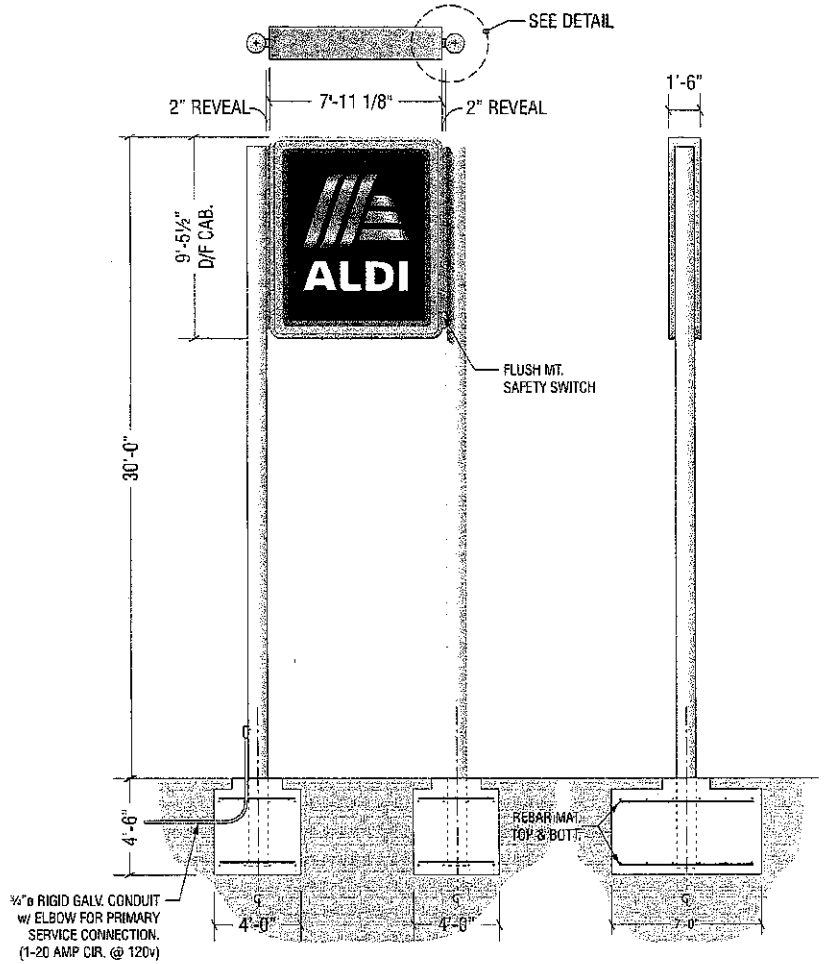

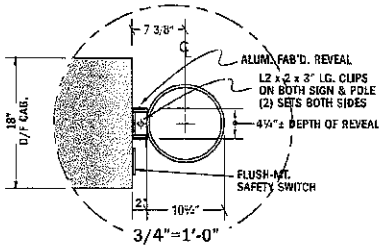

B NEW D/F 2-POLE PYLON SIGN - FRONT VIEW & SIDE VIEW

SCALE: 3/16"=1'

DESCRIPTION:
- ALDI CAB. IS FLEX FACE w/ APPLIED VINYL GRAPHICS
- H.O. INTERNALLY ILLUMINATED, ALL CABINETS
- ROUND STL. PIPE SUPPORTS, DIRECT EMBEDDED

DOYLE
GENERAL SIGN CONTRACTORS

DATE	REVISION

CUSTOMER APPROVAL DATE

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CLIENT	ALDI #48R						
ADDRESS	4800 CAL SAG RD.						
CITY	CRESTWOOD	STATE	IL	DESIGNER	KM	SALESPERSON	TD
DRWG. NO.	16578	SCALE:	NOTED	DATE:	03.30.2018	SHEET NO.	3

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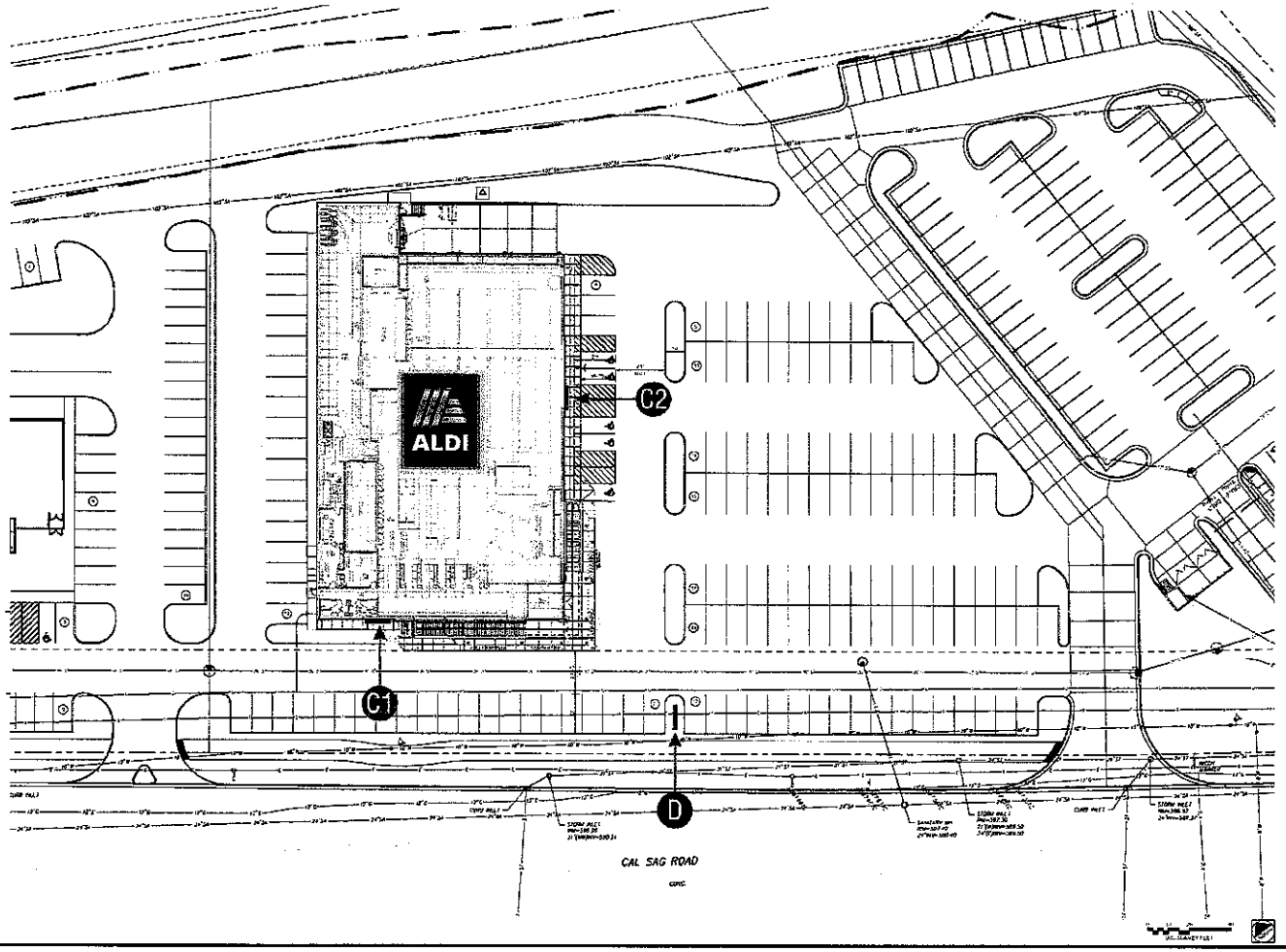

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CITY	CRESTWOOD	STATE	IL	DESIGNER	KM	SALESPERSON	TD
DRWG. NO.	16573 B	SCALE:	NOTED	DATE:	03.30.2018	SHEET NO.	1

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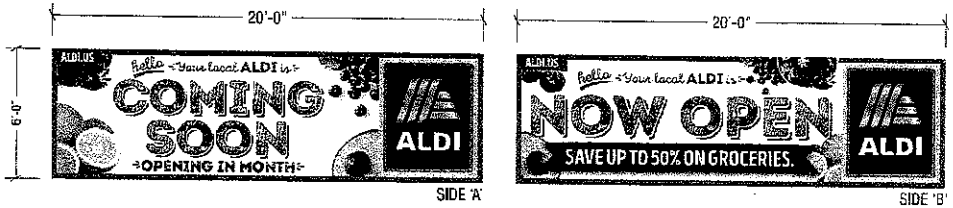
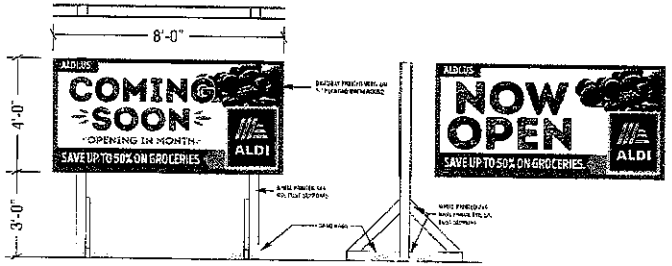
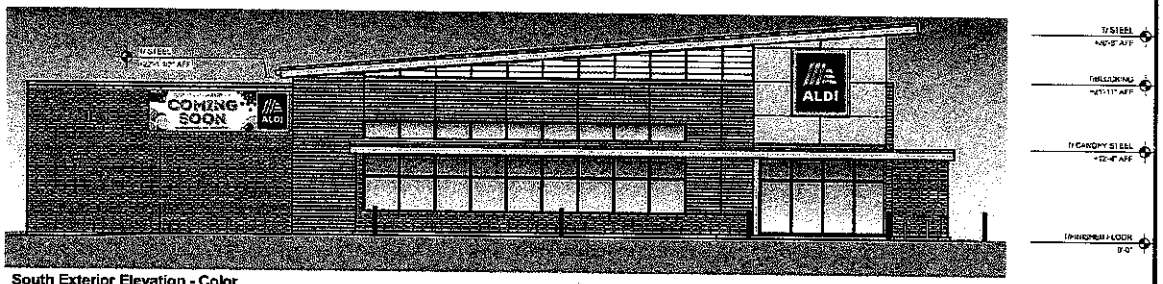


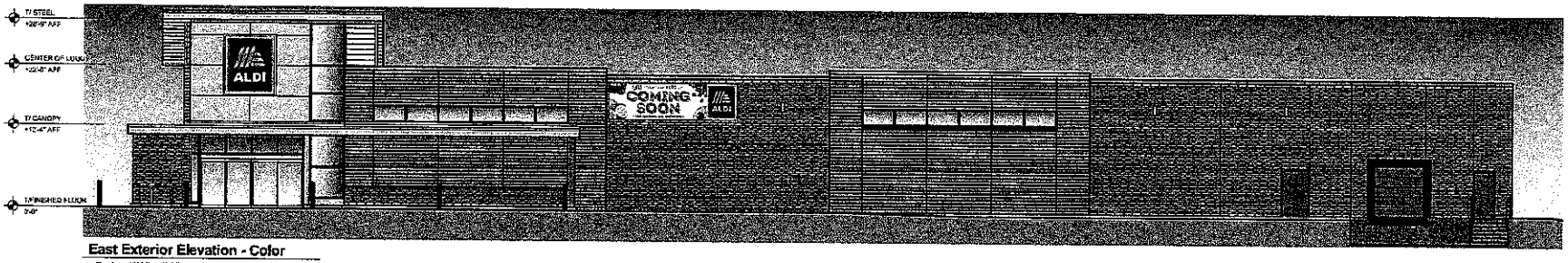
C TWO(2) DOUBLE SIDED, DIGITALLY PRINTED BANNERS
SCALE: 3/16"=1'



D ONE(1) DOUBLE SIDED CONSTRUCTION SIGN
SCALE: 1/4"=1'



South Exterior Elevation - Color
Scale: 1/16" = 1'-0"



East Exterior Elevation - Color
Scale: 1/16" = 1'-0"

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ADDRESS	4800 CAL SAG RD.						
CITY	CRESTWOOD	STATE	IL	DESIGNER	KM	SALESPERSON	TD
DRWG. NO.	16578 B	SCALE:	NOTED	DATE:	03.30.2018	SHEET NO.	2

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EXHIBIT "G"

RESERVED

EXHIBIT "H"

CONTROLLED ACCESS PROPERTY

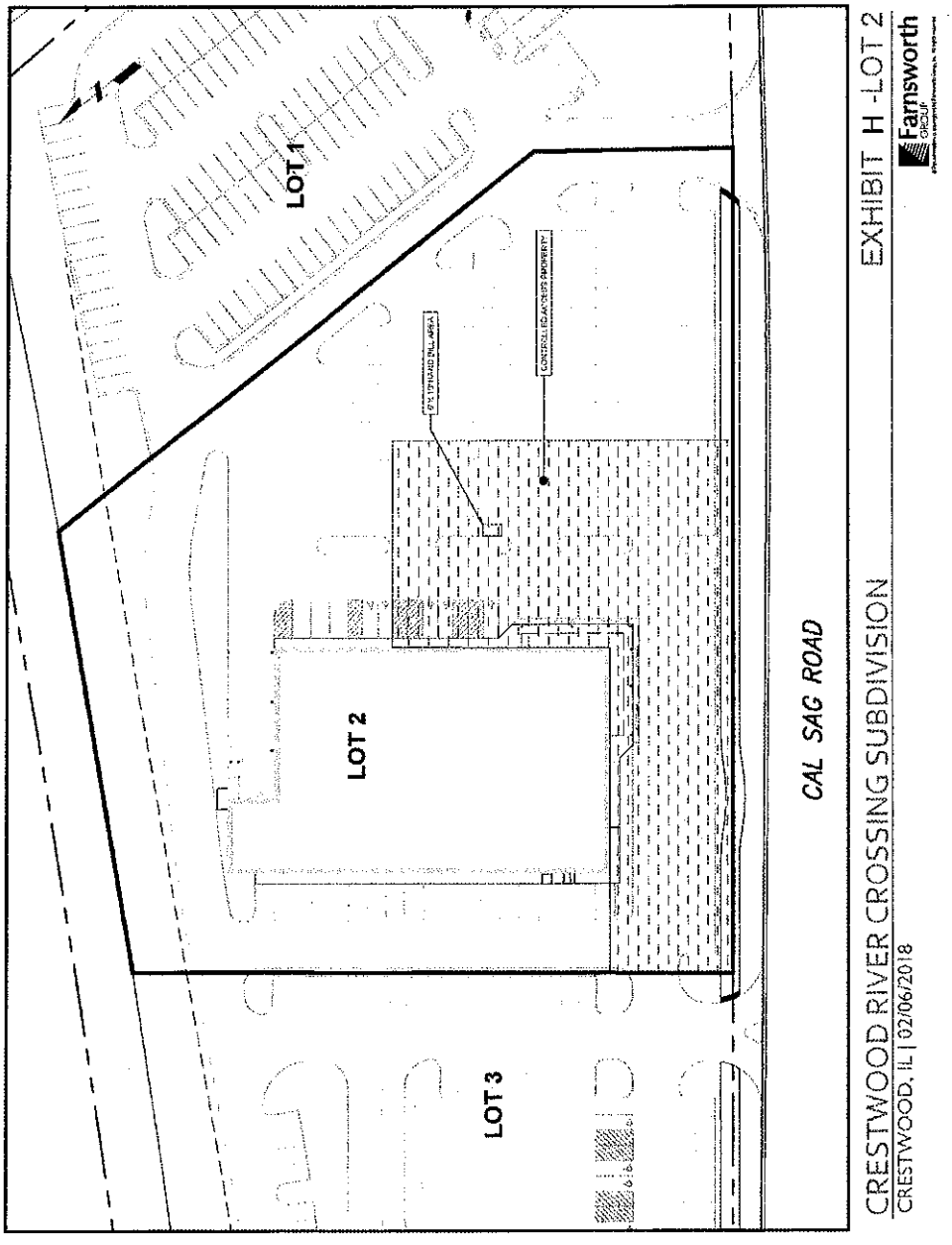


EXHIBIT "I"

RESERVED

EXHIBIT "J"

RESERVED

EXHIBIT "K"

FORM OF DECLARATION OF COVENANTS, CONDITONS AND RESTRICTIONS

EXHIBIT A
TO ORDINANCE APPROVING DECLARATION OF RIGHTS AND OBLIGATIONS TO TENANTS

Above space for recorder's use only

DECLARATION OF RIGHTS AND OBLIGATIONS

THIS DECLARATION OF RIGHTS AND OBLIGATIONS (this "Declaration") is made as of MARCH 16, 2018, by The Village of Crestwood, an Illinois Municipal Corporation (hereinafter referred to as "Crestwood").

RECITALS:

WHEREAS, The Metropolitan Water Reclamation District of Greater Chicago (hereinafter referred to as "MWRD") owns certain vacant land in the Village of Crestwood, County of Cook, State of Illinois, consisting of the four "Lots" depicted on Exhibit A-1 hereto and legally described on Exhibit A-2 hereto (the "Center"); and

WHEREAS, pursuant to that certain Lease Agreement (the "MWRD Lease") dated June 15, 2017, MWRD leased the Center to the Village of Crestwood, an Illinois municipal corporation ("Crestwood") for a term ("Term") ending on September 14, 2077; and

WHEREAS, Crestwood wishes to develop the Center as four (4) separate but integrated lots (each a "Lot", and collectively the "Lots", and sometimes referred specifically to as "Lot 1", "Lot 2", "Lot 3", or "Lot 4"), as depicted on Exhibit A-1 and legally described on Exhibit A-2; and

WHEREAS, Crestwood believes that this Declaration is necessary and desirable to establish certain rights and obligations regarding the Center, including, without limitation, access thereto and its construction, repair, and maintenance.

NOW THEREFORE, Crestwood declares as follows:

ARTICLE I
DEFINITIONS

As used in this DECLARATION, the below terms have the following meanings:

Section 1.1. "Building" means a structure constructed on a Lot.

Section 1.2. "Common Areas" are those areas in the Center designed and intended for the nonexclusive use, convenience and benefit of the Permittees, as depicted on Exhibit A-1 and legally described on Exhibit A-2.

Section 1.3. "Center Service Facilities" means (a) those areas, structures, gutters, drains, lines, sewers and other related equipment, used for storm water drainage, storage, detention and/or retention (the "Storm Water System"), (b) any utility lines, equipment and/or facilities used in connection with the provision, operation, repair and/or maintenance of any utility to the Center, and (c) the Monument Sign and any lines and equipment serving the Monument Signs, and any other signage and/or signage related lines and equipment serving the Center as a whole.

Section 1.4 "Center Service Areas" means those areas depicted as such on Exhibit A-1.

Section 1.4. "Improvements" means those Improvements made, from time to time, by Crestwood or any Occupant, as the context may require, including, without limitation, the Buildings, Center Service Facilities, and/or any other work, construction or installation.

Section 1.5. "Lease" means any sublease, co-tenancy agreement, or other instrument or arrangement under which a party acquires the right to possess any Lot.

Section 1.6. "Occupant" means a party entitled to possess a Lot under a Lease.

Section 1.7. "Permissible Building Areas" are the area(s) so designated on Exhibit A-1.

Section 1.8. Permittees. "Permittees" means Crestwood, the Occupants, and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires.

ARTICLE II
RIGHTS AND OBLIGATIONS

Section 2.1. Common Areas

a. **Rights to the Common Areas for Access.** Crestwood hereby establishes and grants to the Permittees, subject to the terms hereof, a non-exclusive and perpetual easement and the right to use the Common Areas for ingress and egress between each Lot by pedestrians and vehicles, on the one hand, and both (i) each other Lot and (ii) Cal-Sag Road, on the other hand, either directly or indirectly, for all legal purposes. Not to limit

the generality of the forgoing, Crestwood hereby grants to each Occupant (and reserves for itself) the right, in accordance with good construction practices and engineering plans approved by Crestwood, to use the Common Areas in connection with the construction of Improvements, in a manner that does not materially interfere with the use of such Common Areas by any Permittees.

b. **Rules and Restrictions for Common Areas.** Each Occupant may eject or cause to be ejected, from any portions of the Common Areas on or serving its Lot, any party that is not authorized to use such Common Areas hereunder. Crestwood may, after notice to the affected Occupant(s) and arranging commercially reasonable alternate access to such Occupant(s)' Lot(s), temporarily close off any portion(s) of the Common Areas for reasonable periods of time necessary (a) to prevent the acquisition of any prescriptive rights, or (b) to undertake any required installation, repairs, replacement or maintenance. Consistent with the terms of this Declaration, each Occupant will have right to control, regulate and limit access to the Common Areas located on its Lot, including the right to prohibit (a) commercial or charitable solicitation, advertising, dissemination of handbills or picketing; or (b) use of the Common Areas by persons other than Permittees. Each Occupant may post Common Areas on its Lot with "no solicitation" signs and/or signs indicating restrictions consistent with the terms hereof (however, if any sign such sign is located within twenty-five feet of any other Lot, the Occupant of such other Lot must consent thereto in writing in advance of the posting thereof, which consent will not be unreasonably withheld). If any Occupant is required by law to permit picketing or hand billing on any portion of the Common Areas, such activity will be permitted only in those areas designated by such Occupant and approved by Crestwood. If any third party challenges or contests the exercise by any Occupant(s) of the rights set forth in this Section, the Occupant(s) of such Lot(s) will be responsible, at such Occupant(s)' cost, for defending or otherwise addressing such challenge or contest, and the Occupant(s) on such Lot(s) will defend, indemnify and hold Crestwood and the other Occupants harmless from and against any cost (including reasonable attorney's fees), expense or liability of any kind arising from, caused by or relating to any such challenge or contest.

(i) Controlled Access Property for Lot 2. In addition to the rights in (b) above, the area designated as "**Controlled Access Property**" (hereinafter the "**CAP**") on Exhibit A-3 is designated for the sole and exclusive use of the Occupant on Lot 2 (subject to the rights of the Permittees to the use of the Common Areas and Center Service Areas which overlap with the CAP - not to limit the generality of the foregoing, if the CAP includes a common driveway or parking area that must be used by customers, employees or vendors of other stores in the Center who desire access to other stores for business reasons, the Occupant on Lot 2 shall permit limited use of the CAP to those persons and for those business purposes). Except as provided herein (and further subject to the rights of the Permittees to the use of the Common Areas and Center Service Areas which overlap with the CAP), the Occupant on Lot 2 shall have full and complete right to control, regulate

and limit access to the CAP including the right to prohibit (a) commercial or charitable solicitation, advertising, dissemination of handbills or picketing; or (b) use of the CAP for parking by persons other than customers, employees or vendors of the Occupant on Lot 2.

(ii) Posting of CAP. The Occupant on Lot 2 shall have the right to post the CAP with "no solicitation" signs and/or signs indicating the above described restrictions. If the Occupant on Lot 2 is required by law to permit picketing or hand billing on the CAP, such activity will be permitted only in the 6' x 10' area designated on Exhibit A-3 as the "Hand Bill Area".

(iii) Indemnity. In the event any third party challenges or contests the exercise by the Occupant on Lot 2 of the rights set forth in this section, the Occupant of Lot 2 will be responsible, at the Occupant of Lot 2's cost, for defending or otherwise addressing such challenge or contest or any claimed violation by Crestwood of any of Crestwood's existing leases in the Center as of the date hereof, and the Occupant on Lot 2 tenant shall defend, indemnify and hold Crestwood harmless from and against any cost (including reasonable attorney's fees), expense or liability of any kind arising from, caused by or relating to any such challenge, contest or violation

c. **Monument Signs.** Crestwood will construct the "Cal Sag Monument" and the "Cicero Monument", as they are identified and depicted on Exhibit D. The Cal-Sag Monument and the Cicero Monument are collectively referred to as the "Monument Signs". The Occupants of each Lot will have the right to install, repair, replace and maintain, sign panel(s) on each face of the Monument Signs, as set forth in this Section 2.1(c). The Lot 1 Occupant is entitled to the top position panel on the Cal-Sag Monument, and the second position panel on the Cicero Monument. The Lot 2 Occupant is entitled to use the second position panel on the Cal-Sag Monument, and the top position panel on the Cicero Monument. The Lot 3 Occupant will be entitled to the third position on the Cicero Monument and the bottom position on the Cal Sag Monument. The Lot 4 Occupant will be entitled to the bottom position on the Cicero Monument and the third position on the Cal Sag Monument. The Monument Signs will have the design set forth on Exhibit D-1. Crestwood will supply electricity to, and illuminate, the sign panels from dusk to dawn, or at such times that are commercially consistent with the operation of a first-class retail shopping center.

d. **Storm Water.** Subject to such Occupant obtaining all necessary governmental approvals related thereto, Crestwood hereby establishes and grants to each Occupant a non-exclusive and perpetual easement to connect to the Storm Sewer System and utilize it to drain/discharge, store and retain/detain naturally occurring storm water run-off (free of debris or hazardous or regulated substances) from their respective Lot.

Section 2.2. Center Service Areas. Crestwood reserves the right to use the Center Service Areas and Common Areas to construct, maintain, repair and replace,

the Center Service Facilities and for any other purpose which is not inconsistent with the rights granted hereunder. Each Occupant may use the surface areas located over the Center Service Areas in a manner not inconsistent with (i) the rights granted to (or reserved by) Crestwood hereunder, (ii) the proper operation and maintenance of the Center Service Facilities, or (iii) applicable law. Each Occupant acknowledges that Crestwood may grant other rights over and across the Center Service Areas that do not interfere with the rights herein granted.

Section 2.3. No Dedication. Nothing contained herein constitutes a dedication of the Center, or any portion thereof, to any governmental body or agency or to the general public.

Section 2.4. Utilities. Subject to the terms hereof, nothing herein will limit the right of any Occupant or Crestwood to grant any rights to any governmental unit, public body and/or utility company in connection with construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of any utility services (so long as such utility lines are installed underground, do not interfere with the use of Common Areas or the Center Service Areas, for their respective intended purposes and are approved by Crestwood, which approval will not be unreasonably withheld).

ARTICLE III
CONSTRUCTION OF IMPROVEMENTS AND COMMON AREAS

Section 3.1. Common Areas. The Center Service Facilities serving each Lot will be constructed by Crestwood prior to delivery of such Lot to its Occupant at a minimum in accordance with the criteria and standards set forth on Exhibit F hereto, and any more comprehensive standards required under any of the Leases.

Section 3.2. Design and Construction. The construction, modification, repair and maintenance of each Building and its associated Improvements will be permitted in a manner that is architecturally consistent with the typical building design then being employed by such Occupant in the Chicago metropolitan area, and each Building will be completely located within the Permissible Building Area located on such Occupant's Lot. Nothing herein will be construed to obligate any Occupant to construct any Building on its Lot. All construction, modifications, repair and maintenance will be accomplished in an expeditious manner, in compliance with applicable law.

Section 3.3. Construction Methods. All construction, repair and maintenance of any Improvements made by any Occupant will be made at such Occupant's sole cost and expense (unless undertaken pursuant to a separate agreement), and in connection therewith each Occupant will (a) promptly remedy any damage caused to the Common Areas, Center Service Areas, Center Service Facilities and/or other Lot(s), and (b) take all reasonable measures to minimize any disruption or inconvenience to (i) traffic flow within the Common Areas and (ii) the operation of the Center Service Areas, Center Service Facilities and other Lots. Each Occupant will indemnify and hold Crestwood and each other Occupant harmless from all damages, liabilities or claims (including reasonable attorneys' fees) directly or indirectly attributable thereto (but not for special

or consequential damages). Except in cases of emergency, all Work shall be undertaken after ten (10) days' prior written notice to Crestwood and each other Occupant, describing the scope, nature and expected duration of the Work.

Section 3.4. Construction Height/No Build Areas. The height of any Improvement may not exceed the maximum height permitted by Crestwood ordinance in effect as of the date hereof. Each Occupant may install, maintain, repair, replace and remove Communications Equipment (defined below) required for its business, on the roof of its Building, which does not exceed height limits established by Crestwood, and will be properly screened and/or set back so that it is not visible from grade. "Communications Equipment" means satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable. No Building may be constructed on any portion of the Center identified as a "No Build Area" on Exhibit A-1 (such limitation shall not apply to paving, curbing, sidewalks and landscaping completed in accordance with applicable law).

ARTICLE IV
DAMAGE AND REBUILDING

Section 4.1. Damage or Destruction. If any part or all of any Improvements are damaged or destroyed, the Occupant of the Lot upon which they are located will promptly either (i) restore the Improvements in accordance with Section 4.2; or (ii) remove such damaged Improvements in accordance with Section 4.3; provided, however, in all cases such Occupant will promptly return all Common Areas to the condition in which they were prior to such damage or destruction. Such Occupant will make such election within 30 days of the date of such damage or destruction by written notice to Crestwood and each other Occupant.

If any part or all of the Common Areas not currently subject to a Lease is damaged or destroyed, Crestwood shall restore such Common Areas to the condition in which it was prior to such damage or destruction.

If an Occupant fails to restore damage to the Common Areas pursuant to this Declaration, then, without limiting any other rights or remedies available at law or in equity, Crestwood or any other Occupant may, if such failure continues for a period in excess of fifteen (15) days after written notice thereof to the last known address of the defaulting Occupant (except in the event of an emergency, in which case only notice that is reasonable under the circumstances shall be required), perform such obligations for and on behalf of the defaulting Occupant and may enter upon the real estate of the defaulting Occupant to the extent necessary to do so. In that event, the defaulting Occupant shall pay to Crestwood or the other Occupant one hundred and fifteen percent (115%) of all reasonable and actual costs incurred in the performance of such obligations, together with interest thereon from the date of written demand until the date of payment at an annual rate equal to eight percent (8%). Any demand for payment shall include reasonable documentation showing the costs so incurred and for which reimbursement is sought.

(7) Procure and maintain commercially reasonable casualty insurance coverage for the Improvements on its Lot, in the full replacement value thereof.

b. **Crestwood Obligations.** Crestwood will perform the following (the cost thereof is referred to as the "Common Expenses"):

(1) Operate, maintain, repair, and replace the Center Service Equipment in fully functional condition in accordance with the standards of a first class shopping center in the Chicago metropolitan area.

(2) Modify or upgrade the Storm Water System if and as required by the applicable governmental authorities.

(3) Operate, maintain, repair, and replace the clock tower for the benefit of all Occupants.

(4) Pay prior to delinquency real estate taxes and personal property taxes and assessments for the Center Service Facilities.

(5) Procure and keep in force reasonable and customary casualty insurance coverage for the Center Service Equipment.

(6) Procure and keep in force a policy or policies of commercial general liability insurance with a Two Million Dollar ($2,000,000.00) combined single limit on an occurrence basis, which may be through an endorsement on a blanket liability insurance policy. Crestwood's liability insurance will name each Occupant as an additional insured against damages and liability on account of or arising out of injuries to or the death of persons or for property damage, occurring in the Center outside of the Buildings.

c. Each Occupant will reimburse Crestwood for its pro rata share of the Common Expenses. The costs will be allocated, as follows (the "Pro Rata Share"):

Lot 1	26.8 %
Lot 2	34.2 %
Lot 3	17.2 %
Lot 4	21.8 %

d. No later than 150 days after the end of each calendar year during the term of any Lease and any extensions thereof, Crestwood will deliver to each Occupant a statement showing in reasonable detail the Common Expenses incurred by Crestwood during such calendar year, together with supporting documentation of all such costs and expenses (collectively, "Reconciliation Documents") and Occupant's Pro Rata Share thereof. If Crestwood fails to deliver the Reconciliation Documents within said 150-

Section 4.2. Rebuilding. Subject to the election made in Section 4.1 above, the Occupant will repair, replace and/or rebuild the Improvements, promptly and in no case twelve (12) months after such damage or destruction occurs.

Section 4.3. Debris. If an Occupant elects not to rebuild any Improvements, it will raze the portions thereof which are not rebuilt, clear away all debris, and take all other action (including landscaping) required by law and good construction practices so that the area which was occupied by the razed Improvements is attractive, graded and landscaped; provided, however, this provision will not prevent such Occupant from subsequently building or rebuilding any Improvements.

ARTICLE V
COMMON AREAS AND PARKING

Section 5.1. Maintenance of Common Areas.

a. **Occupant Obligations.** Each Occupant will operate, maintain, repair and replace the Common Areas on their respective Lot, and keep same in good condition and repair, in a safe and sound condition, and clean and free of snow, ice, rubbish, debris and hazards, in accordance with practices prevailing in first-class shopping centers in the Chicago Metropolitan Area and applicable law. Such obligations will include, but will not be limited to, the following services and standards:

(1) Inspection, maintenance, repair and replacement of all sidewalks, driveways, entrances, exits, curbs, parking lots, drive aisles and other site work and improvements in a smooth and evenly covered condition with the type of surface material originally installed thereon (to the extent reasonably possible) or such substitute therefor as will be in all respects better or equal in quality, appearance and durability to such original surface material.

(2) Payment of all utility charges relating to the Common Areas on such Lot.

(3) Snow/ice removal and spreading of salt/halite (or a suitable substitute therefore), when and if necessary, and sweeping and removal of rubbish and debris as reasonably required to keep the Common Areas clean and free of litter and debris.

(4) Illumination of the Common Areas from dusk to the later of 11:00 p.m. or two (2) hours after the last to close of any Building located on a Lots.

(5) Maintenance of landscaping berms and vegetation, and the periodic replacement of dead or damaged vegetation.

(6) Payment prior to the delinquency any and all real estate or personal property taxes and assessments for its Lot (including, without limitation, real estate taxes due in connection with any Common Areas located on such Lot).

day period, then Occupant may cease paying its Pro-Rata Share of Common Expenses until Crestwood delivers the Reconciliation Documents. Any deficiencies in the payments made by Occupant will be paid by Occupant to Crestwood within thirty (30) days of receipt of demand therefor.

e. Not more than once each year, each Occupant may audit Crestwood's books relating to the Common Expenses for the preceding year or accounting period to determine if they are correct. If an audit discloses that the total Common Expenses charged to such Occupant exceed the amount actually owed by Occupant by more than three percent (3%), Crestwood will reimburse such Occupant for the costs of the audit plus interest from the date paid until the date refunded at the rate established in Section 12.5.

Section 5.2. Parking. Each Occupant will maintain on its Lot at least the number of parking spaces required by applicable law. The parking spaces, drive aisles, etc. will conform to applicable law, and be sized to accommodate standard size American-built automobiles. The parking of vehicles on a Lot by the customers, invitees or employees of a business located on another Lot is prohibited. Each Occupant may enforce such prohibition by erecting signs, patrolling, towing, or any other legal means.

Section 5.3. Failure to Perform. If an Occupant fails to satisfy any obligation hereunder (such failing Occupant referred to as the "Failing Party"), Crestwood, or any Occupant, may at any time give notice to the Failing Party setting forth in reasonable detail such failure. If such failure is not promptly corrected (in any event, within 30 days after receipt of such notice, or if such failure is such that it cannot be corrected within thirty (30) days and the Failing Party fails to commence the correction of same within thirty (30) days and diligently prosecute same thereafter to completion), Crestwood may correct such failures, including the right to enter upon the Failing Party's Lot to do so. The Failing Party will pay any amounts so expended, with interest in accordance with Section 12.5.

ARTICLE VI
INSURANCE

Section 6.1. Casualty Insurance. Each Occupant will carry policies of all-risk property insurance on its Improvements, commencing with the start of its construction, in the form of so-called builder's risk insurance and then upon completion, with a commercial general liability insurance covering its legal liability in connection with claims for personal injury or death and property damage incurred upon or about its Lot. Such insurance will have a single limit of coverage of not less than Two Million Dollars ($2,000,000). An Occupant whose Lease permits self-insurance may do so in accordance with its Lease. Crestwood and each Occupant (a) hereby waive any rights of recovery and/or subrogation arising from any cause which is insured against, self-insured, or required to be insured against, by such waiving party, and (b) shall cause each insurance policy obtained by it to waive all right of recovery by subrogation.

Section 6.2. General Requirements. All insurance policies required hereunder will be: (a) carried with financially responsible insurance companies licensed or approved to conduct

business in the State of Illinois; and (b) in an amount equal to the full replacement cost (exclusive of the cost of excavations, foundations and footings) of the improvements being insured and, in any event, in at least such an amount as will prevent the insured party from becoming a co-insurer under the terms of applicable policies.

Section 6.3. Proceeds. Insurance proceeds from casualty policies covered by Section 6.1 will be used to rebuild or raze such damaged or destroyed Improvements to the extent required hereunder. Such policies may be made payable a federally or state chartered financial institution mortgagee ("Mortgagee") which agrees to apply the proceeds in accordance herewith.

Section 6.4. Indemnification. Each Occupant will defend, indemnify and save Crestwood and the other Occupants, and their respective Permittees, harmless against and from all damages, liabilities or claims (including reasonable attorneys' fees) due to bodily injury, death of persons or destruction of property, resulting from or arising out of or in any manner connected with such Occupant's construction on, and use, occupancy or possession of, its respective Lot and any personal injury, death of persons or destruction of property occurring thereafter on its Lot. Each Occupant further agrees to maintain contractual liability insurance insuring its obligations set forth above, with the same limits as provided in Section 6.1.

ARTICLE VII
GENERAL COVENANTS

Section 7.1. Building Removal. An Occupant may raze or remove its Improvements at any time and from time to time if it returns such areas to the condition required in Section 4.3.

Section 7.2. Limitation. No use, operation or occupancy will be made, conducted or permitted on any part of the Lots which is obviously detrimental to the operation of the Center, in the reasonable judgment of Crestwood, including, without limitation:

(a) Any noise, litter, odor or activity which may constitute a public or private nuisance;

(b) Any physically damaging or dangerous hazards;

(c) Any assembly or manufacturing operation which would be permitted only in a manufacturing or industrial zone, distillation, refining, smelting, industrial, agriculture, drilling or mining operation;

(d) Any trailer court, mobile home park, lot for sale of new or used motor vehicles, labor camp, junk yard, stock yard, or animal raising (other than pet shops and veterinarians); or

(e) Any dumping, disposal, incineration or reduction of garbage or refuse, other than handling or reducing such waste produced from permitted uses on a Lot if handled in a reasonably clean and sanitary manner.

(f) Each Occupant covenants and agrees to comply with the provisions of the use restrictions for the Lots set forth in Exhibits B and B-1 hereto.

Section 7.3. Circulation. No obstruction will be placed, permitted or maintained upon the Common Areas, except as reasonably necessary and proper for any construction, repair, maintenance and replacement contemplated hereunder. No part of the Common Areas constituting drives, entrances or roadways will be used for any purpose which interferes with or impedes the flow of traffic, except as specifically contemplated hereby.

Section 7.4. Signage. No Occupant may install any sign on its Lot other than in compliance with (i) the sign criteria set forth on Exhibit C attached hereto and made a part hereof; and (ii) applicable law. No Occupant will install or maintain any pylon or monument sign without first obtaining Crestwood's approval, which approval will not be unreasonably withheld; provided, that any such sign may not visually impair or interfere with any Monument Signs or other center signage (including Occupant signage) and be architecturally consistent with the Center in Crestwood's sole judgement. All signs will be posted within the boundaries of the Center, and may not be posted within one-hundred feet of the Cal Sag Channel nor within twenty-five (25) feet of any other Lot. The Signage on Exhibit D-2 hereto is hereby approved for each Occupant. Upon expiration of the MWRD Lease, if not already removed, each Occupant will be responsible to remove any of its signage remaining on its Lot.

ARTICLE VIII
FORCE MAJEURE

Notwithstanding anything contained herein, each Occupant will be excused from performing any obligation hereunder, and any delay in the performance of any obligation hereunder will be excused, if and so long as the performance of the obligation is prevented, delayed or hindered by acts of God, fire, earthquake, floods, explosion, actions of the elements, war, riots, mob violence, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, adverse weather, condemnation, court orders, laws, regulations or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such Occupant (other than lack of or inability to procure funds to fulfill its commitments and obligations hereunder).

ARTICLE IX
NOTICES

Each notice or other communication that a party is required or desires to give or make hereunder will be in writing and will be deemed to have been given the next business day after it is deposited with a nationally recognized overnight service currier, overnight service prepaid, or three business days after it is mailed by certified or registered United States Mail, postage prepaid, return receipt requested:

Addressed in the case of Crestwood: Village of Crestwood
Attn: Mayor Louis Presta

13840 S. Cicero Avenue
Crestwood, IL 60418

with a copy to:

Sosin, Arnold & Schoenbeck, Ltd.
9501 W. 144th Place, Suite 205
Orland Park, IL 60462
Attn: David B. Sosin, Village Attorney

Addressed in the case MWRD:

President
Metropolitan Water Reclamation District of Greater Chicago
100 E. Erie Street
Chicago, IL 60611

with a copy to:

Law Department
Metropolitan Water Reclamation District of Greater Chicago
100 E. Erie Street
Chicago, IL 60611

In the case of an Occupant, such notice will be sent to the address set forth on the Joinder and Approval to this Declaration recorded with the Cook County Recorder against its Lot. Any party may, from time to time, designate a different address by giving notice similarly given. In the event any party is a partnership or is composed of more than one person, then such party will designate one person for purposes of service of process and receipt of notices.

ARTICLE X
AMENDMENT

This Declaration may be amended, modified or terminated only by the written agreement of Crestwood, MWRD and all then current Occupants. However, without a Mortgagee's consent, no modification that adversely affects such Mortgagee, nor any termination, hereof shall be binding on such Mortgagee.

ARTICLE XI
TERM OF AGREEMENT

This Declaration and the rights and obligations of the parties hereunder will remain binding from the date hereof and will continue until September 14, 2077.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Captions/Exhibits. The captions hereof are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent hereof nor will affect the interpretation hereof. All exhibits attached hereto, which are specifically mentioned herein, are hereby made a part hereof.

Section 12.2. Terms. The locative adverbs, "herein," "hereunder," "hereto," "hereby," "hereinafter" and like words, wherever the same appear herein, mean and refer to this Declaration in its entirety and not to any specific Article, Section or Subsection hereof unless otherwise specifically provided. When used herein, the term "including" will mean "including without limitation" unless otherwise specifically provided.

Section 12.3. Benefit. Except as specifically provided in Article X, the provisions hereof are for the exclusive benefit of Crestwood and the Occupants, and not for the benefit of any other person, nor will this Declaration be deemed to have conferred any rights, express or implied, upon any third person.

Section 12.4. Waiver. No waiver of any default will affect any default or cover any period of time other than the default and period of time specified in such waiver. One or more written waivers of any default in the performance of any provision hereof will not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision hereof. The consent or approval by a party to or of any act or request by another party requiring consent or approval will not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. Unless expressly herein provided to the contrary, the rights and remedies given to a party by this Declaration will be deemed to be cumulative and no one of such rights and remedies will be exclusive of any of the others, or of any other right or remedy at law or in equity which a party might otherwise have.

Section 12.5. Payment. If a party hereunder is compelled or elects to pay any sum of money or do any acts that require the payment of money by reason of another party's failure or inability to perform any of the provisions hereof to be performed by such other party, the defaulting party will promptly, upon demand, reimburse the paying party for such sums, plus interest at the rate of two percent (2%) per annum over the then existing prime rate of interest from time to time charged by JP Morgan Chase Bank, N.A. (or any successor thereto; provided if such bank will cease to exist then the prime rate will be that announced by the largest (as measured by total assets) national bank having an office from which it makes loans in the City of Chicago at the time such bank ceases to exist) from time to time), but in no event exceeding the applicable maximum rate per annum permitted by law, from the date of expenditure until the date of such reimbursement.

Section 12.6. Relationship. Nothing in this Declaration will be create the relationship of principal and agent, or of partnership, or of joint venture, or of any association.

Section 12.7. Successors. This Declaration will be binding upon and inure to the benefit of the respective successors and permitted assigns of Crestwood and the Occupants.

Section 12.8. Governing Laws/Venue. This Declaration will be construed and governed in accordance with the laws of the State of Illinois. Exclusive venue for the enforcement or interpretation of this Declaration will lie in the Circuit Court of Cook County, Illinois.

Section 12.9. Consent. When a party is requested to consent to or approve of any matter with respect to which its consent or approval is required by this Declaration, such consent or approval, if given, will be given in writing within 30 days of request therefor. If the Party or other person to whom the request is directed does not, in writing, refuse to give such consent or approval within such 30-day period, such consent or approval will be deemed to have been given.

Section 12.10. Covenants. The rights and obligations set forth in this Declaration will, to the fullest extent legally possible, "run with the land" during the term hereof, and be enforceable against the Center and each Lot (or constitute equitable servitudes).

Section 12.11. No Termination. No default hereunder will entitle any party to terminate, cancel or otherwise rescind this Declaration. This limitation will not affect any other rights or remedies any party may have by reason of any default hereunder.

Section 12.12. Right to Enjoin. In the event of any violation or threatened violation of any provision hereof, Crestwood (and/or any Occupant) may apply to a court of competent jurisdiction for an injunction against such violation or threatened violation and/or for a decree of specific performance.

Section 12.13. Counterparts. This Declaration may be signed in several counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

Section 12.14. Rules. Crestwood may adopt equal and uniform voluntary guidelines for the enjoyment of the Common Areas and Service Areas by the Occupants.

Section 12.15. Validity. This Declaration and any of the rights that it grants are invalid to the extent they violate the terms of (a) the MWRD Lease, (b) any consent(s) to partial assignments of lease agreement(s) executed by or on behalf of MWRD relating to any Occupant(s), (c) any amendment to the MWRD Lease, or (d) any statute, law or regulation governing MWRD or the rights granted by MWRD by virtue of the MWRD Lease or otherwise.

[Signature page follows]

IN WITNESS WHEREOF, each Party has caused its duly authorized officers to sign and seal this Declaration as of the day and year first above written.

VILLAGE OF CRESTWOOD,
An Illinois municipal corporation

By: _____
Louis Presta, Mayor

ATTEST:

By: _____
Catherine M. Johnson, Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Louis Presta, Mayor and Catherine M. Johnson, Clerk of the Village of Crestwood each personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor and Clerk, appeared before me this day in person and acknowledged that they signed and delivered this document as their own free and voluntary act and as the free and voluntary act of said Village of Crestwood for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of March, 2018.

_____
Notary Public

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

JOINDER AND APPROVAL

_____, in connection with the simultaneous execution of a Co-Tenant Agreement for Lot __ of the Center, hereby acknowledges, accepts and joins the Declaration of Rights and Obligations dated _____, 2018 and recorded with the Cook County Recorder as Document No. _____(the "Declaration), obligating itself to be bound thereby as the Occupant of Lot __ as if it were an original signatory to the Declaration. Crestwood hereby approves the Lot __ Occupant Signage, attached hereto as Exhibit D-2, as if it were originally attached to and, notwithstanding anything to the contrary, approved and permitted by the Declaration.

_____

By:_____
Name: _____
Title: _____

VILLAGE OF CRESTWOOD
An Illinois municipal corporation

By: _____
Lou Presta
Mayor

ATTEST

_____
Catherine M. Johnson, Clerk

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said county and state, do hereby certify that _____, as _____ of _____, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires:

_____

_____
Notary Public
Printed:_____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, HEREBY CERTIFY, that Louis Presta, Mayor and Catherine M. Johnson, Clerk of the Village of Crestwood each personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered this document as their own free and voluntary act and as the free and voluntary act of said Village of Crestwood for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2018.

_____
Notary Public

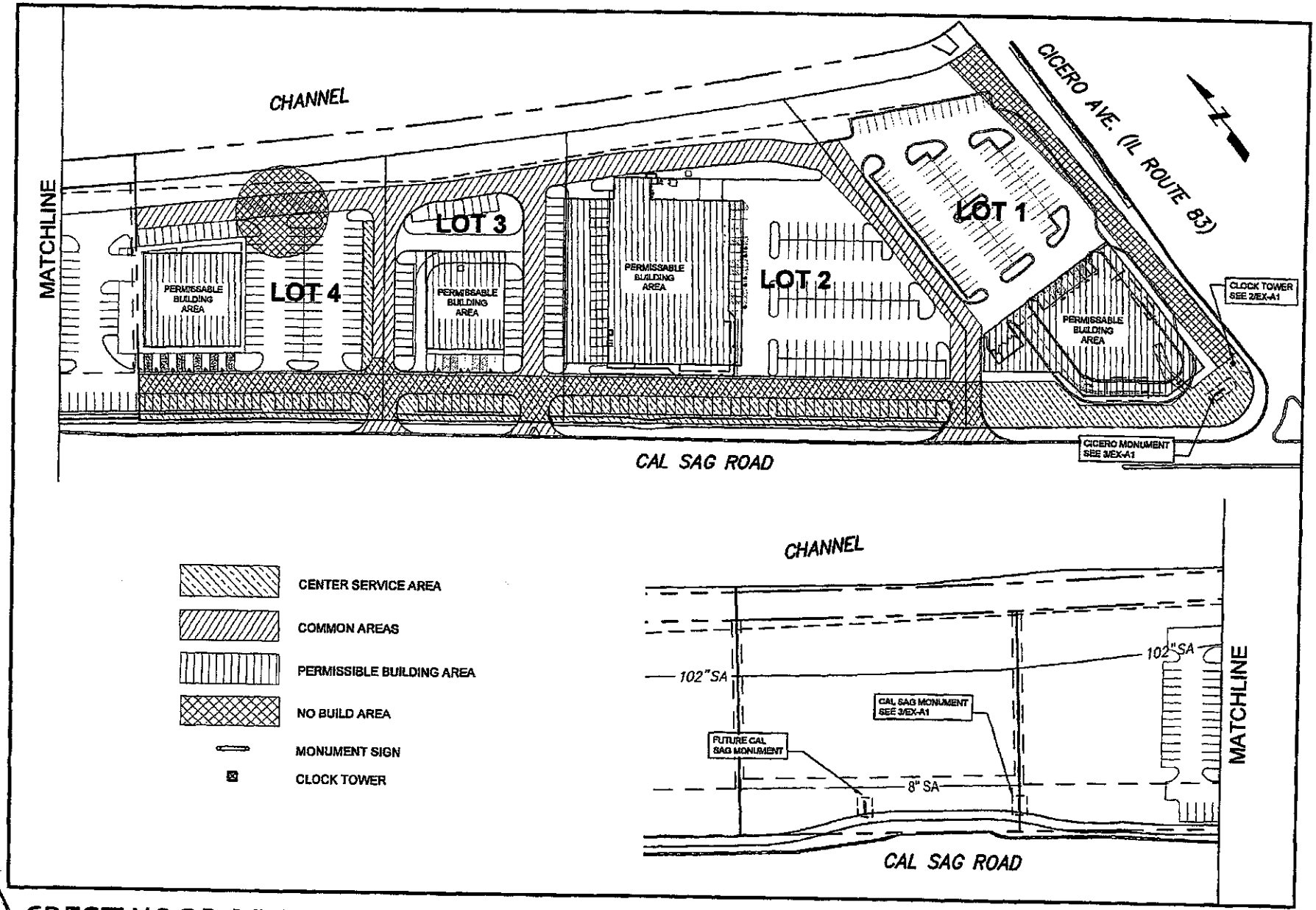
THIS DOCUMENT PREPARED BY:

Josh Glazier
1406 W. Fulton
Chicago, IL 60607

SCHEDULE OF EXHIBITS

A-1	Site Plan
A-2	Legal Descriptions
A-3	Lot 2 Controlled Access Property
B	Use Restrictions
B-1	Restricted Uses
C	Sign Criteria
D-1	Monument Signs and Clock Tower
D-2	Approved Occupant Signage (to be included with each Joinder)
F	Criteria and Standards for Service Equipment

EXHIBIT A-1
See attached Site Plan



CRESTWOOD RIVER CROSSING SUBDIVISION

CRESTWOOD, IL | 02/09/2018

EXHIBIT A1

Farnsworth GROUP

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Exhibit A-2

Legal Description of The Center

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 310.71 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE CONVEX SOUTHERLY WITH A RADIUS OF 10776.40 FEET, BEING TAN GENT WITH THE LAST DESCRIBED LINE; THENCE ALONG SAID CURVED LINE AN ARC DISTANCE OF 888.33 FEET TO ITS' INTERSECTION WITH THE WEST LINE OF CICERO AVENUE, BEING A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE NORTH ALONG SAID WEST LINE OF CICERO AVENUE A DISTANCE OF 489.95 FEET TO A POINT ON A LINE OF THE MEAN WATERS' EDGE OF THE CALUMET SAG CHANNEL, EXTENDED SOUTHEASTERLY, SAID LINE BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS 118.02 FEET; THENCE ALONG SAID CURVED LINE, BEING THE SAID MEAN WATERS' EDGE, AN ARC DISTANCE OF 66.99 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUE ALONG THE MEAN WATERS' EDGE, AFORESAID, BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 8,488.63 FEET AN ARC DISTANCE OF 838.74 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF CAL SAG ROAD THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID RIGHT ANGLE LINE A DISTANCE OF 287.76 FEET TO THE SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 4800 CAL-SAG ROAD, CRESTWOOD, IL 60418
(7-acre parcel located at the NW Corner of Cal-Sag Road and Cicero Avenue, Crestwood, IL)

PERMANENT INDEX NUMBER: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

Exhibit A-2 (Continued)
Legal Description of Lot 1

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1751.79 FEET TO A POINT OF CURVATURE; THENCE 887.06 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10776.40 FEET AND THE 886.81 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 179°-36'-23" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE
NORTH 459.90 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 53°-37'-18" WITH THE LAST DESCRIBED CHORD; THENCE NORTH 84.13 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 148.39 FEET AND THE 83.00 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 103°-07'-22" WITH THE LAST DESCRIBED COURSE; THENCE NORTHWESTERLY 135.70 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 8518.63 FEET AND THE 135.70 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 196°-17'-56" WITH THE LAST DESCRIBED CHORD; THENCE SOUTH 320.29 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 62°-34'-05" WITH THE LAST DESCRIBED CHORD; THENCE SOUTHWESTERLY 105.35 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 217°-29'-16" WITH THE LAST DESCRIBED COURSE; THENCE SOUTHEASTERLY 276.39 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 89°-26'-57" WITH THE LAST DESCRIBED COURSE; THENCE NORTHEASTERLY 85.84 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 38.15 FEET AND THE 68.85 FOOT CHORD OF SAID ARC FORM AN ANGLE TO THE RIGHT OF 115°-32'-12" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY TO BE LEGALLY KNOWN AS LOT 1 AND LOT 1A OF CRESTWOOD RIVER CROSSING SUBDIVISION AT SUCH A TIME AS THE FINAL PLAT HAS BEEN RECORDED OF THE SAME.

PROPERTY ADDRESS: 4800 CAL-SAG ROAD, CRESTWOOD, IL 60418
(7-acre parcel located at the NW Corner of Cal-Sag Road and Cicero Avenue, Crestwood, IL)

PERMANENT INDEX NUMBER: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

Exhibit A-2 (Continued)
Legal Description of Lot 2

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1751.79 FEET TO A POINT OF CURVATURE; THENCE 148.05 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10776.40 FEET AND THE 148.05 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 179°-36'-23" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE SOUTHWESTERLY 13.00 FEET ALONG A LINE THAT FORMS AN ANGLE TO THE RIGHT OF 272°-10'-03" WITH THE LAST DESCRIBED CHORD; THENCE SOUTHEASTERLY 433.58 FEET ALONG A LINE THAT FORMS AN ANGLE TO THE RIGHT OF 89°-53'-05" WITH THE LAST DESCRIBED COURSE; THENCE NORTHEASTERLY 105.35 FEET ALONG A LINE THAT FORMS AN ANGLE TO THE RIGHT OF 89°-04'-43" WITH THE LAST DESCRIBED COURSE; THENCE NORTH 320.29 FEET ALONG A LINE THAT FORMS AN ANGLE TO THE RIGHT OF 142°-30'-44" WITH THE LAST DESCRIBED COURSE; THENCE NORTHWESTERLY 235.66 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 8518.63 FEET AND THE 235.66 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 118°-40'-51" WITH THE LAST DESCRIBED COURSE; THENCE SOUTHWESTERLY 303.49 FEET ALONG A LINE THAT FORMS AN ANGLE TO THE RIGHT OF 99°-50'-37" WITH THE LAST DESCRIBED CHORD TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY TO BE COMMONLY KNOWN AS LOT 2 AND LOT 2A OF CRESTWOOD RIVER CROSSING SUBDIVISION AT SUCH A TIME AS THE FINAL PLAT HAS BEEN RECORDED OF THE SAME.

PROPERTY ADDRESS: 4800 CAL-SAG ROAD, CRESTWOOD, IL 60418
(7-acre parcel located at the NW Corner of Cal-Sag Road and Cicero Avenue, Crestwood, IL)

PERMANENT INDEX NUMBER: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

Exhibit A-2 (Continued)
Legal Description of Lot 3

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1751.79 FEET TO A POINT OF CURVATURE; THENCE 148.05 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10776.40 FEET AND THE 148.05 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 179°-36'-23" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTHEASTERLY 303.49 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 92°-10'-03" WITH THE LAST DESCRIBED CHORD; THENCE NORTHWESTERLY 196.73 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 8518.63 FEET AND THE 196.72 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 82°-31'-52" WITH THE LAST DESCRIBED COURSE; THENCE SOUTHWESTERLY 288.16 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 98°-23'-22" WITH THE LAST DESCRIBED CHORD; THENCE SOUTHEASTERLY 194.62 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 89°-53'-35" WITH THE LAST DESCRIBED COURSE; THENCE NORTHEASTERLY 13.00 FEET ALONG A LINE WHICH FORMS AN ANGLE OF 90°-06'-25" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY TO BE LEGALLY KNOWN AS LOT 3 AND LOT 3A OF CRESTWOOD RIVER CROSSING SUBDIVISION AT SUCH A TIME AS THE FINAL PLAT HAS BEEN RECORDED OF THE SAME.

PROPERTY ADDRESS: 4800 CAL-SAG ROAD, CRESTWOOD, IL 60418
(7-acre parcel located at the NW Corner of Cal-Sag Road and Cicero Avenue, Crestwood, IL)

PERMANENT INDEX NUMBER: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

Exhibit A-2 (Continued)
Legal Description of Lot 4

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE SOUTHWESTERLY 2.23 FEET ALONG A LINE THAT FORMS AN ANGLE TO THE RIGHT OF 271°-22'-55" WITH THE LAST DESCRIBED COURSE; THENCE SOUTHEASTERLY 144.68 FEET ALONG A LINE THAT FORMS AN ANGLE TO THE RIGHT OF 90°-14'-05" WITH THE LAST DESCRIBED COURSE; THENCE SOUTHEASTERLY 119.49 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 181°-25'-37" WITH THE LAST DESCRIBED COURSE; THENCE NORTHEASTERLY 288.16 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-06'-25" WITH THE LAST DESCRIBED COURSE; THENCE NORTHWESTERLY 273.79 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 8518.63 FEET AND THE 273.78 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE RIGHT OF 83°-11'-34" WITH THE LAST DESCRIBED COURSE; THENCE SOUTHWESTERLY 257.68 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 95°-42'-01" WITH THE LAST DESCRIBED CHORD TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY TO BE LEGALLY KNOWN AS LOT 4 AND LOT 4A OF CRESTWOOD RIVER CROSSING SUBDIVISION AT SUCH A TIME AS THE FINAL PLAT HAS BEEN RECORDED OF THE SAME.

PROPERTY ADDRESS: 4800 CAL-SAG ROAD, CRESTWOOD, IL 60418
(7-acre parcel located at the NW Corner of Cal-Sag Road and Cicero Avenue, Crestwood, IL)

PERMANENT INDEX NUMBER: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

Exhibit A-2 (Continued)
Legal Description of the Common Areas

COMMON AREA DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET, THENCE NORTH 26.22 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-00'-20" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTH 36°45'21" EAST, 24.09 FEET; THENCE SOUTH 52°35'50" EAST, 238.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 16.23 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°52'42" AN ARC DISTANCE OF 25.18 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°31'28" EAST, 145.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 15.04 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 54°54'28" EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°45'51" AN ARC DISTANCE OF 24.09 FEET; THENCE NORTH 56°36'24" WEST, 94.98 FEET; THENCE NORTH 58°27'58" WEST, 51.38 FEET; THENCE NORTH 56°54'10" WEST, 43.44 FEET; THENCE NORTH 58°16'43" WEST, 43.11 FEET; THENCE NORTH 58°16'12" WEST, 10.81 FEET; THENCE NORTH 36°45'21" EAST, 23.09 FEET; THENCE SOUTH 58°16'12" EAST, 8.78 FEET; THENCE SOUTH 58°16'43" EAST, 43.39 FEET; THENCE SOUTH 56°54'10" EAST, 43.40 FEET; THENCE SOUTH 58°27'58" EAST, 51.43 FEET; THENCE SOUTH 56°36'24" EAST, 164.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°08'59" AN ARC DISTANCE OF 44.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61°45'23" EAST, 145.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°34'29" AN ARC DISTANCE OF 31.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 58°10'54" EAST, 130.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°19'25" AN ARC DISTANCE OF 42.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 41°51'29" EAST, 12.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00" AN ARC DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 64°21'29" EAST, 35.87 FEET; THENCE SOUTH 64°12'23" EAST, 13.98 FEET; THENCE SOUTH 64°03'56" EAST, 146.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 5.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 60°57'34" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°03'26" AN ARC DISTANCE OF 2.01 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE SOUTHWESTERLY AND HAS A RADIUS OF 43.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

52°05'52" AN ARC DISTANCE OF 39.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0°00'00" EAST, 113.11 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAS A RADIUS OF 15.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°41'00" AN ARC DISTANCE OF 8.03 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE IS CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°22'41" AN ARC DISTANCE OF 9.50 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE EASTERLY AND HAS A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°03'41" AN ARC DISTANCE OF 13.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0°00'00" EAST, 9.94 FEET; THENCE NORTH 90°00'00" WEST, 168.61 FEET; THENCE SOUTH 37°29'16" WEST, 76.91 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAS A RADIUS OF 40.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°55'00" AN ARC DISTANCE OF 26.47 FEET; THENCE NORTH 53°03'47" WEST, 24.94 FEET; THENCE NORTH 51°35'27" WEST, 24.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 40.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 16°49'38" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'06" AN ARC DISTANCE OF 24.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 37°29'16" EAST, 0.63 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAS A RADIUS OF 5.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°04'43" AN ARC DISTANCE OF 7.77 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°35'27" WEST, 412.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAS A RADIUS OF 15.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°53'05" AN ARC DISTANCE OF 23.53 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°31'28" WEST, 4.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAS A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°27'36" AN ARC DISTANCE OF 9.36 FEET;

THENCE NORTH 51°34'57" WEST, 33.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 28°50'26" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°38'06" AN ARC DISTANCE OF 9.88 FEET TO A POINT OF TANGENCY;

THENCE NORTH 38°31'28" EAST, 4.35 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAS A RADIUS OF 15.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'25" AN ARC DISTANCE OF 23.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°34'57" WEST, 103.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAS A RADIUS OF 15.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°53'35" AN ARC DISTANCE OF 23.53 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°31'28" WEST, 3.73 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAS A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°18'57" AN ARC DISTANCE OF 10.61 FEET; THENCE NORTH 51°34'57" WEST, 34.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 27°02'26" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°26'06" AN ARC DISTANCE OF 10.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°31'28" EAST, 3.63 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAS A RADIUS OF

15.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'25" AN ARC DISTANCE OF 23.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°35'50" WEST, 234.71 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING THREE TRACTS:

EXCEPTION 1:
THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET; THENCE NORTH 26.22 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-00'-20" WITH THE LAST DESCRIBED COURSE; THENCE NORTH 36°45'21" EAST, 24.09 FEET; THENCE SOUTH 52°35'50" EAST, 238.08 FEET; THENCE SOUTH 51°25'15" EAST, 50.39 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.46 FEET, THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'25" AN ARC DISTANCE OF 18.02 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°31'28" EAST, 124.74 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°55'04" AN ARC DISTANCE OF 73.23 FEET TO A POINT OF TANGENCY;THENCE SOUTH 57°33'28" EAST, 17.87 FEET TO A POINT OF NON-TANGENCY;THENCE SOUTH 61°25'35" EAST, 47.07 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°57'44" AN ARC DISTANCE OF 43.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°32'10" WEST, 161.10 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 10.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°52'54" AN ARC DISTANCE OF 15.69 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°34'57" WEST, 116.65 FEET TO THE POINT OF BEGINNING.

EXCEPTION 2:
THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET; THENCE NORTH 26.22 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-00'-20" WITH THE LAST DESCRIBED COURSE; THENCE NORTH 36°45'21" EAST, 24.09 FEET; THENCE SOUTH 52°35'50" EAST, 238.08 FEET; THENCE SOUTH 51°25'15" EAST 50.39 FEET; THENCE SOUTH 51°34'57" EAST 116.65 FEET; THENCE SOUTH 51°34'48" EAST 43.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 10.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'37" AN ARC DISTANCE OF 15.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°32'10" EAST, 186.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE

CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 10.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 46°34'40" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°49'17" AN ARC DISTANCE OF 13.06 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61°45'23" EAST, 51.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 477.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°34'29" AN ARC DISTANCE OF 29.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 58°10'54" EAST, 130.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 127.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°19'25" AN ARC DISTANCE OF 36.18 FEET TO A POINT OF TANGENCY; THENCE SOUTH 41°51'29" EAST, 38.51 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 6.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°16'34" AN ARC DISTANCE OF 3.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 5°34'55" EAST, 83.47 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 0°00'00" EAST, 133.63 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 37°29'16" WEST, 59.63 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 51°35'26" WEST, 428.10 FEET TO THE POINT OF BEGINNING.

EXCEPTION 3:
THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET; THENCE NORTH 26.22 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-00'-20" WITH THE LAST DESCRIBED COURSE; THENCE NORTH 36°45'21" EAST, 24.09 FEET; THENCE SOUTH 52°35'50" EAST, 238.08 FEET; THENCE SOUTH 51°25'15" EAST 50.39 FEET; THENCE SOUTH 51°34'57" EAST 116.65 FEET; THENCE SOUTH 51°34'48" EAST 43.00 FEET; THENCE SOUTH 51°35'26" EAST 428.10 FEET; THENCE NORTH 37°2916" WEST 59.63 FEET; THENCE NORTH 51°57'59" EAST 31.74 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE NORTH 0°00'00" WEST, 160.12 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 18.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°37'27" AN ARC DISTANCE OF 22.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 10.13 FEET, TO WHICH A RADIAL LINE BEARS NORTH 19°16'52" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°41'25" AN ARC DISTANCE OF 7.55 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 66°26'54" EAST, 47.11 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 64°07'21" EAST, 86.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 20.09 FEET, TO WHICH A RADIAL LINE BEARS NORTH 25°48'26" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°07'13" AN ARC DISTANCE OF 23.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAS A RADIUS OF 3.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 90°00'00" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH

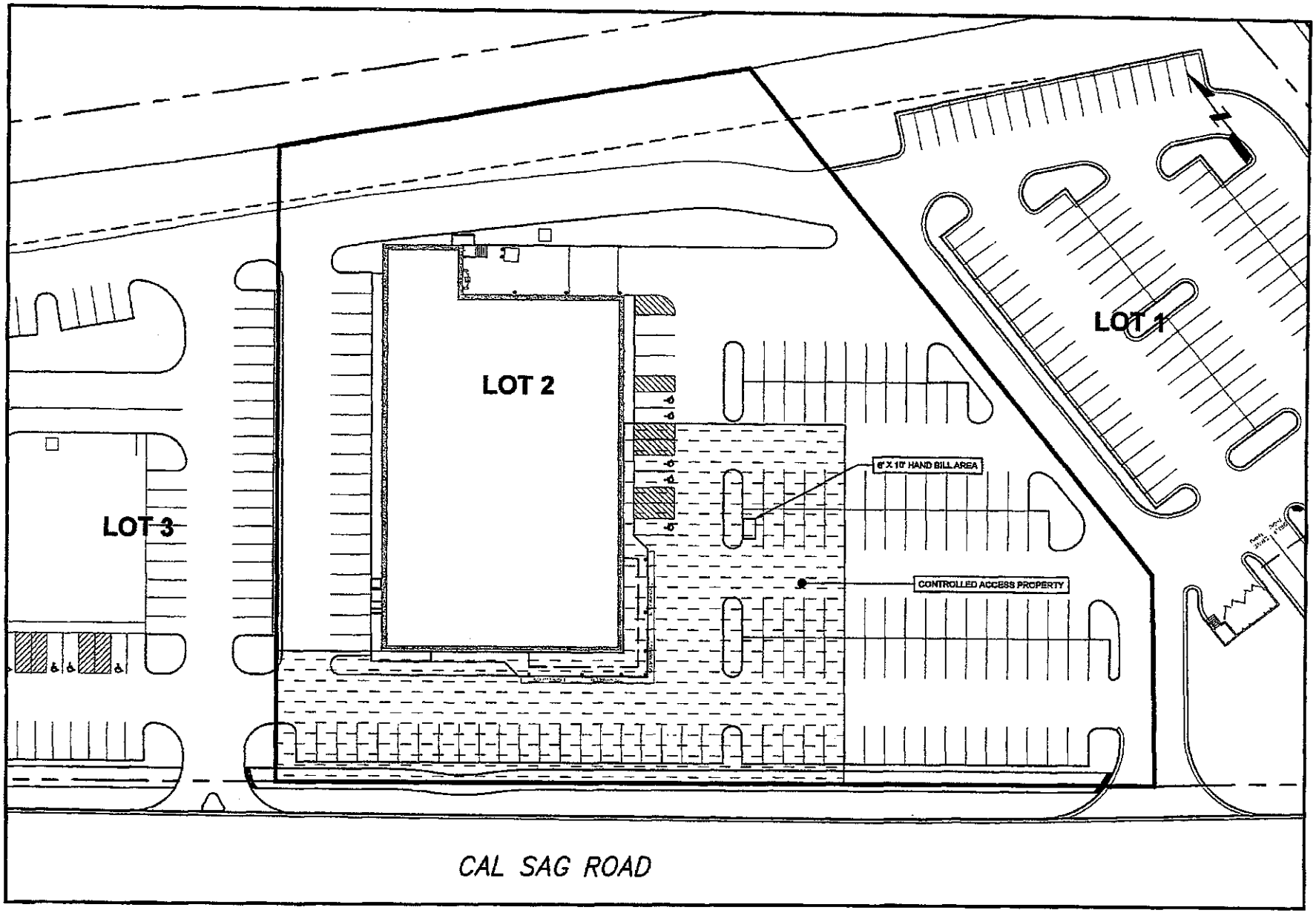
A CENTRAL ANGLE OF 47°22'36" AN ARC DISTANCE OF 2.48 FEET TO A POINT OF NON-TANGENCY;
THENCE SOUTH 40°06'18" EAST, 1.50 FEET TO A POINT OF NON-TANGENCY;
THENCE SOUTH 0°00'37" EAST, 92.02 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 82°04'33" WEST, 1.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 3.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 82°04'33" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°11'23" AN ARC DISTANCE OF 1.32 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE IS CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°44'04" AN ARC DISTANCE OF 44.43 FEET TO A POINT OF TANGENCY; THENCE NORTH 90°00'00" WEST, 96.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAS A RADIUS OF 20.13 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 2°37'38" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°15'17" AN ARC DISTANCE OF 17.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAS A RADIUS OF 20.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 47°42'41" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°17'19" AN ARC DISTANCE OF 14.76 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 4800 CAL-SAG ROAD, CRESTWOOD, IL 60418
(7-acre parcel located at the NW Corner of Cal-Sag Road and Cicero Avenue, Crestwood, IL)

PERMANENT INDEX NUMBER: 24-33-202-004-0000 (partial)
24-33-202-005-0000 (partial)

EXHIBIT A-3

LOT 2
CONTROLLED ACCESS PROPERTY



CRESTWOOD RIVER CROSSING SUBDIVISION

CRESTWOOD, IL | 02/06/2018

EXHIBIT A3-LOT 2

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EXHIBIT B
USE RESTRICTIONS

No Occupant or its successors, will use any portion of the Center for the following uses:

1. A tannery, hunting, slaughter house, rendering establishment, gambling, a bar, pub, nightclub, music hall or disco, a bowling alley, a billiard or bingo parlor, payday loan store, or pawn shop, a flea market, a massage parlor, a funeral home or any other non-retail use, a facility for the sale of paraphernalia for use with illicit drugs, a facility for the sale or display of pornographic material, an off-track betting parlor, a carnival, amusement park or circus, any automobile related use (other than an automobile parts store that does not offer on-site automobile repair services), a facility for the sale of new or use motor vehicles, trailers, or mobile homes, any use which is illegal, a skating rink, a banquet hall, auditorium, ballroom, dance hall, disco, or other place of public assembly, video stores which sell x rated films, the manufacture, sale, distribution, discharge of firearms;

2. Any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building); (ii) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation, (iii) any central laundry or dry cleaning plant or laundromat (except that this prohibition will not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities); (iv) any automobile, truck, trailer or R.V. sales, leasing, display or repair; (v) any living quarters, sleeping apartments or lodging rooms; (vi) any veterinary hospital, animal raising facilities or pet shop (except that this prohibition only prohibits a pet shop if it is adjacent to the Premises); (vii) any mortuary; (viii) any gas or service station; (ix) any church, temple, synagogue or other place of worship; (x) any use which is a public or private nuisance; (xi) any use which causes any unreasonably objectionable or unpleasant odors to emanate from the leased premises; (xii) the placement or permitting of any radio, television or unreasonably loud speaker or amplifier exterior to any Building or where the same can be seen or heard from outside a Building; or (xiii) any use which would tend to injure the reputation of the Center.

3. No alcoholic beverages of any kind will be sold, displayed, given away or consumed unless dram shop insurance or other applicable insurance protection with respect to such activities is obtained with policy limits, form and carrier approved by MWRD and Crestwood, naming WMRD and Crestwood, and their respective commissioners, officers, agents, contractor and employees as additional insured;

So long as Chick-fil-A (or an affiliate) is an Occupant of Lot 1, no other portion of the Center will be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. A "restaurant selling or serving chicken as a principal menu item" means a restaurant deriving 25% or more of its gross sales from the sale of chicken. A "restaurant" includes any business establishment, including, without limitation, a kiosk, stand, booth, food truck or area located inside another business facility. Also, so long as Chick-fil-A (or an affiliate) is an Occupant of Lot 1, no portion of the Center will be leased, used or occupied by or for any of the following: McDonald's,

Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, Ezell's Famous Chicken, Roy Rogers, Slim Chickens Shake Shack or Habit Burger. During the Term, these covenants run with the land, benefit Lot 1, and burden the Center.

EXHIBIT "B-1"
RESTRICTED USES

Crestwood hereby covenants and agrees that it will not lease, rent, otherwise permit to be leased, used or occupied, any portion of the Center for the uses set forth in items a. through u. below.

a. A Retail Grocery Store or a business selling alcoholic beverages for off-premises consumption, except these uses may be permitted on Lot 2 only. Notwithstanding anything to the contrary, the following uses will be permitted: (i) a delicatessen or any other restaurant (or coffee shop) wherein beverages and/or prepared food is sold for on-premises consumption and/or for "take-out" consumption (including, without limitation, a Chick-fil-A or a Panera restaurant), (ii) a pet food store such as a PetSmart or a nationally branded pet store, (iii) a single serve ice cream and/or frozen yogurt store such as Baskin Robbins, Oberweiss Dairy, or Cold Stone Creamery; (iv) a GNC or similar type vitamin shop; (v) one CVS or Walgreens type store; (vi) any gourmet or other tea or coffee shop; (vii) a specialty retailer where at least eighty percent (80%) of such retailer's sales are from the sale of a specific food product (such as Edible Arrangements (i.e., fruit baskets), Fannie May (i.e., candies), Mrs. Fields (i.e., cookies), or Sprinkle's Cupcakes (i.e., cupcakes) in a leased premises with an aggregate square footage of less than or equal to two thousand (2,000) square feet, (viii) a liquor store (including, without limitation, a wine shop), and (iv) "Brewpubs" and the like which sell alcoholic beverages for on-premises consumption, so long as both (a) the Lease does not permit such Occupant to sell alcoholic beverages exceeding fifty percent (50%) of the total sales of all items from the establishment on an annual basis, and (b) Crestwood takes reasonable good faith actions to enforce such limitation). The 2,000 square foot limitations set forth above will be inclusive of the area under the merchandise display racks/cases/coolers, etc. and the aisles immediately adjacent to such merchandise display rack/cases/coolers, etc.

b. A laundry or dry-cleaning establishment; provided, the foregoing restriction will not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property unless such services are performed using a "green" or environmentally friendly process;

c. Any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any illegal narcotic, dangerous drug, or other controlled substance (aside from tobacco and alcohol and provided that the foregoing is not intended and will not be construed to prohibit a drug store such as a CVS or Walgreens type store);

d. Adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or exotic dancing, or a massage parlor (provided this restriction will not prohibit beauty salons, health clubs or athletic facility or a national massage chain such as Massage Envy from providing massages);

e. A pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than 7,000 square feet (provided the location of such 7,000 square foot or less gym or health club is located no less than 150' from the Lot 2 Building), schools or learning centers having more than thirty students at any one time, skating rink or bowling alley; notwithstanding anything to the foregoing, the prohibition against health clubs larger than 7,000 square feet shall not apply to Lot 4.

f. Children's play or party center (except for any play space associated with a quick service restaurant, including, without limitation, Chick-fil-A), telemarketing, polling and surveying center, or office use; however, the foregoing will be permitted providing there is sufficient parking to maintain a ratio of 6 spaces per 1,000 square feet. of gross floor area. or 4/1000 in the case of office or medical office use;

g. An abortion clinic; or Planned Parenthood clinic;

h. A pet store, except for a national branded pet store (i.e. a Petsmart or Petco).

i. An auto repair shop;

j. A lot for the sale of used automobiles;

k. A mobile home park, trailer court (except that this provision will not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, or any residential use;

l. Off-track betting establishment, bingo parlor or any gambling use; excluding gaming machines as part of restaurant or establishment selling food and beverages for onsite consumption;

m. A business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises;

n. An assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;

o. A junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;

p. A pawn shop, flea market or a store dedicated to the sale of tobacco products;

q. A mortuary or funeral home;

r. A church or other place of worship or a sports auditorium (however, such will not be construed to prohibit a banquet hall) or meeting hall;

s. No flashing neon signs may be placed in the window or on any buildings greater than 24 inches X 24 inches or on any poles located in the Center;

t. The outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.); and

u. A Carnival, amusement park, or circus.

EXHIBIT C
SIGN CRITERIA

I. GENERAL

1.1 This Exhibit governs the design, construction and installation of all signs at the Center. Signage on the Lots will be designed and executed in a manner to result in an attractive and coordinated total effect. Lettering will be well proportioned, and its design, spacing and legibility will be a major criterion for approval. No Occupant may open for business without approved required signs in place. Notwithstanding anything to the foregoing, Crestwood reserves the right to approve signage that does not reflect the terms of this Exhibit C, and permit Occupants to install and maintain same, so long as such signage (i) is attached as Exhibit D-2 to such Occupant's Joinder to this Agreement and (ii) is consistent with the Occupant's national branding.

1.2 Occupants will be required to identify their premises by erecting at least two (2) signs which will be attached respectively directly to the building fascia and canopy soffit as described hereinafter. Where the leased premises is a corner Building, the Occupant may install a fascia sign on each fascia when the parallel lease frontage exceeds 15 feet, and the criteria will govern each frontage respectively.

1.3 Each Occupant will supply and install a uniform identification sign on the Occupant's service door at the Occupant's expense. Occupants will not post any additional signs in the service area.

1.4 The content of Occupant identification signs will be limited to the Occupant's name and logo(s), and will not identify items for sale, unless approved by MWRD and Crestwood.

1.5 Sign may consist of two lines of lettering if overall height is within sizes permitted herein. Moving, rotating, flashing, noise-making or odor-producing signs are not allowed. The names, stamps or decals of manufacturers or installers will not be visible except for technical data (if any) required by governing authorities.

II. CRITERIA FOR BUILDING FASCIA SIGNS

2.1 Letters will be individual and individually mounted to the fascia material with minimum practical sized, non-corrosive, concealed fastenings, silicone caulked at points of fascia penetration.

2.2 Length of signs will be limited to 70' of the Leased frontage. The maximum height of letters is as follows: upper case - 36", lower case - 24", descenders - 12". Letters will be of minimum practical depth. Maximum depth will be 5".

2.3 Letters will be channel type formed of steel or aluminum back and sides with porcelain or baked enamel exterior finish. Sides and trim caps will be white. Open end of the channel will be glazed with acrylic plastic facing of color selected by the Occupant.

2.6 Sign letter will be self-illuminated. Internal illumination will be provided by neon-type tubing with wiring and transformers concealed behind the fascia construction. Electrical penetrations of the fascia will be made with electrical enclosures in accordance with the Underwriters Laboratories (UL) requirements such as PK Housings or Electrobit wiring procedures. Landlord will provide an access panel in the canopy soffit to the sign wiring area.

2.7 Occupants will install any required supportive blocking behind the canopy fascia. Minimum blocking will be 2" x 6" wood installed in a manner that will not damage the canopy structure of the fascia.

III. CRITERIA FOR CANOPY SOFFIT SIGNS

3.1 Crestwood will establish for a self-illuminated standard canopy soffit sign with space for Occupant identification of standard size and color, and will select the letter style for the canopy sign.

IV. CRITERIA FOR FRONT SIGNS

4.1 Each Occupant may install not more than a total of two identification signs on the doors, windows or sidewall returns of the Building front. Signs will be non-illuminated, will not exceed 2" in height and letters will be either painted, or cut from self-adhering vinyl fabric of 1/4" thick wood, metal or plastic.

V. APPROVAL OF LOCAL GOVERNMENT AUTHORITIES

5.1 Each Occupant will be responsible for complying with the regulations and ordinances governing the installation and maintenance of signs with Crestwood, Illinois. Application for necessary permits and the payment of fees will be directed to the appropriate Village Department. The original copy of the sign permit must be available on-site prior to start of installation.

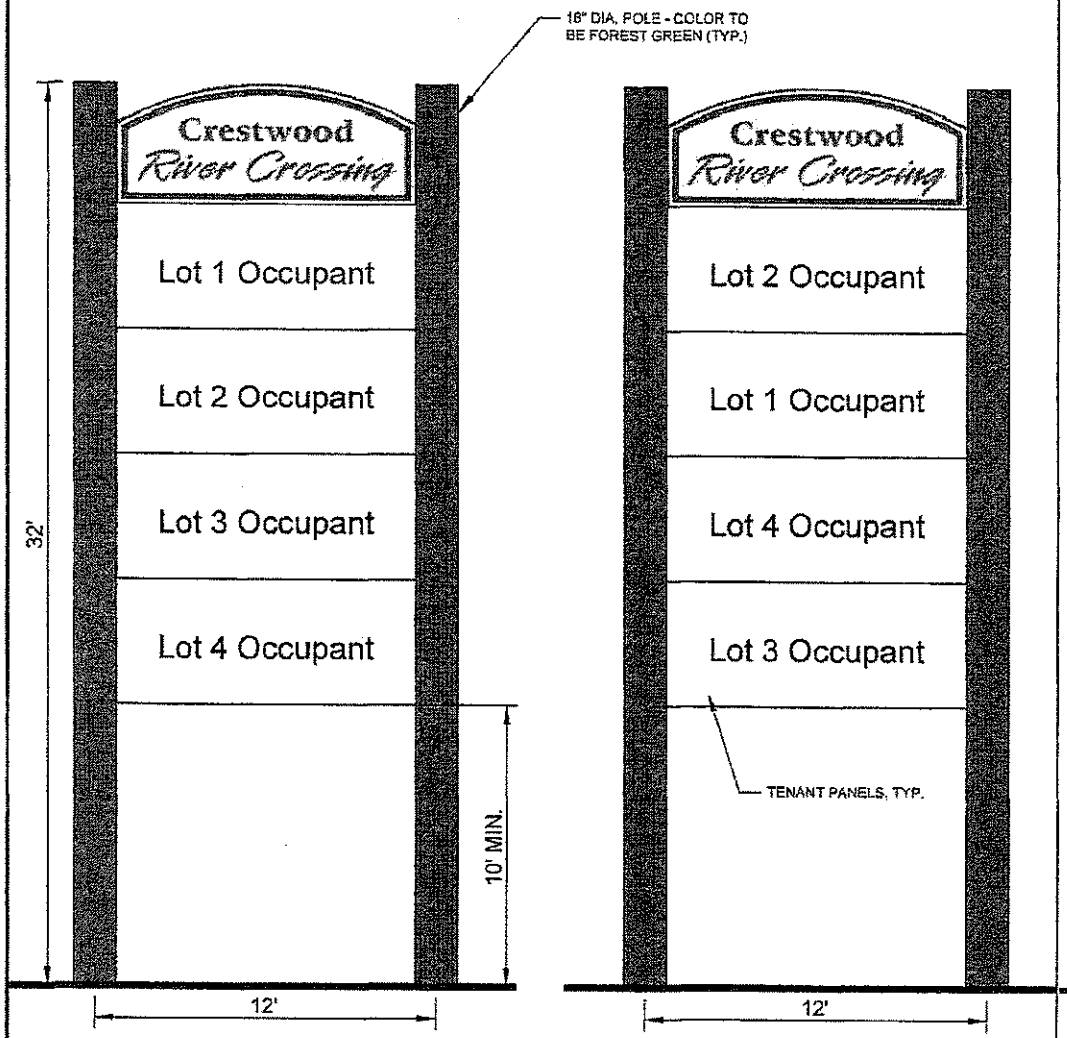
VI. PROCEDURE AND SCHEDULE FOR COMPLETION OF SIGN DRAWINGS

6.1 Prior to awarding a contract for fabrication and installation, each Occupant will submit drawings and specification, in quadruplicate, including samples of materials and colors, for all its proposed building fascia, canopy soffit and Building front sign work. The drawings will clearly show location of sign and indicate graphics, color, materials, construction and attachment details. The drawing will state that the sign

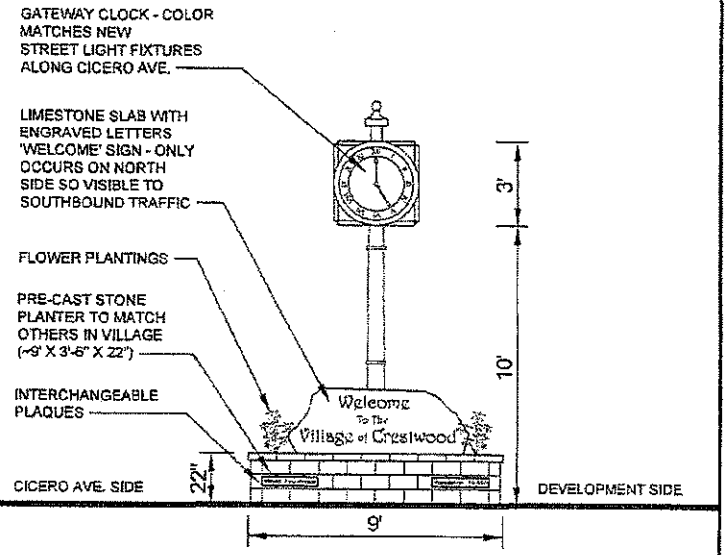
is UL approved. Crestwood will return one (1) set to Occupant with its required modifications and/or approval.

EXHIBIT D-1

MONUMENT SIGNS AND CLOCK TOWER



2 MONUMENT SIGNS
SCALE: NTS



1 CLOCK TOWER
SCALE: NTS

CRESTWOOD RIVER CROSSING SUBDIVISION

CRESTWOOD, IL | 02/06/2018

EXHIBIT D1

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EXHIBIT F

CRITERIA AND STANDARDS
FOR
CENTER SERVICE FACILITIES

TRUNK STORM SEWER WILL BE PROVIDED TO SERVE EACH LOT AND CONVEY RUNOFF TO THE REQUIRED STORMWATER DETENTION BASIN. THESE FACILITIES WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE METROPOLITIAN WATER RECLAMCATION DISTRICT (MWRD) AND THE VILLAGE OF CRESTWOOD.

OTHER UTILITIES WILL BE CONSTRUCTED TO PROVIDE INFRASTRUCTURE FOR WATER, SANITARY SEWER, POWER, GAS AND COMMUNICATIONS. THESE FACILITIES WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE VILLAGE OF CRESTWOOD AND INDIVIDUAL UTILITY COMPANY REQUIREMENTS.

ORDINANCE NO. 2419 (2018)

VILLAGE OF CRESTWOOD

AN ORDINANCE
APPROVING A DECLARATION OF RIGHTS
AND OBLIGATIONS OF TENANTS

WHEREAS, the Village of Crestwood (the "Village") is a duly organized and validly existing non home-rule municipality created in accordance with the Illinois Constitution of 1970 and the laws of the State of Illinois; and

WHEREAS, the Village has acquired a sixty (60) year lease from the Metropolitan Water Reclamation District of Great Chicago (the "MWRD"), as legally described on Exhibit A.

WHEREAS, it is necessary to record a Declaration relating to the rights and obligations of the Village and sub-tenants who will occupy a portion of the subject property; and

WHEREAS, the Declaration of Rights and Obligations has been reviewed by counsel for the Village and is otherwise acceptable and in the interests of the taxpayers of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Crestwood:

SECTION ONE: The Village of Crestwood hereby approves the Declaration of Rights and Obligations as presented and authorizes the Mayor and Clerk to execute the Declaration of Rights and Obligations as a binding obligation upon the Village.

SECTION TWO: The Village Clerk shall provide notice, as required by law, of the enacting of this Ordinance.

SECTION THREE: This Ordinance shall be in full force and effect from and after its adoption and approval.

Passed and approved this 15th day of March, 2018.

Ayes: Nays: Absent:

Trustees:

CATHERINE M. JOHNSON, Village Clerk

Approved by me this 15th
day of March, 2018.

LOUIS PRESTA, Mayor

Attested and filed in my office
this 15th day of March, 2018.

CATHERINE M. JOHNSON, Village Clerk

REV. 6/6/18
Lease No. L-346
18 CM 002

CONSENT TO PARTIAL ASSIGNMENT OF LEASE AGREEMENT – CHICK-FIL-A

This consent ("Consent") is entered into this 7th day of June, 2018, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter referred to as "District"), the VILLAGE OF CRESTWOOD, a local municipality organized and existing under the laws of the State of Illinois (hereinafter referred to as "Lessee"), and CHICK-FIL-A, INC., a corporation existing under the laws of the State of Georgia (hereinafter referred to as "Chick-fil-A").

WITNESSETH:

WHEREAS, the District and Lessee entered into a Lease Agreement dated June 15, 2017 ("Lease"), for a term of 60-years on 7.61 acres of District real estate located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Cook County, Illinois and known as the eastern portion of Cal-Sag Channel Parcel 11.04 ("Demised Premises").

WHEREAS, paragraph 7.06 of the Lease requires the District's prior written consent to assign or sublease the Lease.

WHEREAS, on December 21, 2017, the District consented to the assignment of a 2.60 acre portion of the Demised Premises from Lessee to Lessee and Aldi Inc. as co-tenants for the construction and operation of an Aldi retail store.

WHEREAS, said 2.60 acres are depicted in the plat of survey attached hereto as Exhibit A and incorporated herein ("Aldi Leasehold Portion").

WHEREAS, Lessee continues to lease the remaining 5.01 acres exclusively.

WHEREAS, Lessee has requested the District's consent to assign a 2.04 acre portion of said remaining 5.01 acres to Lessee and Chick-fil-A as co-tenants for the purpose of operating a Chick-fil-A restaurant.

WHEREAS, said 2.04 acres are depicted in the plat of survey attached hereto as Exhibit A ("Chick-fil-A Leasehold Portion").

WHEREAS, the remaining 2.97 acres of the Demised Premises ("Revised Demised Premises") are depicted in the plat of survey attached hereto as Exhibit A.

WHEREAS, the District is willing to consent to an assignment of the Lease to the extent it pertains to the Chick-fil-A Leasehold Portion from Lessee to Lessee and Chick-fil-A as co-tenants, with Lessee as sole tenant under the Lease to the extent it pertains to the Revised Demised

Premises, subject to certain terms and conditions as more fully set forth herein, all as authorized by order of its Board of Commissioners on June 7, 2018, a copy of which is attached hereto as Exhibit B and incorporated herein.

NOW, THEREFORE, in consideration of payment of TEN AND NO/100 DOLLARS ($10.00) and additional compensation to be paid to the District as provided below, the mutual covenants and agreements of Lessee, Chick-fil-A, and the District, and other good and valuable consideration, receipt of which is hereby acknowledged, the District consents to an assignment of the Lease to the extent it pertains to the Chick-fil-A Leasehold Portion from Lessee to Lessee and Chick-fil-A as co-tenants, upon the following terms and conditions:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.

2. The District hereby consents to an assignment of the Lease to the extent it pertains to the Chick-fil-A Leasehold Portion from Lessee to Lessee and Chick-fil-A as co-tenants. A copy of the Lease is attached hereto as Exhibit C and incorporated herein.

3. Paragraph 1.01 of the Lease is hereby amended to reflect that the Demised Premises' acreage is decreased from 5.01 acres to approximately 2.97 acres, as depicted in the attached Exhibit A, with the remaining 2.04 acres, as depicted in the attached Exhibit A, becoming the Chick-fil-A Leasehold Portion. Both the Revised Demised Premises and the Chick-fil-A Leasehold Portion shall be subject to the terms and conditions of the Lease, with Lessee being obligated to comply with, and inuring the benefit of, said terms and conditions to the extent they pertain to the Revised Demised Premises, and Lessee and Chick-fil-A, as co-tenants, being obligated to comply with, and inuring the benefit of, said terms and conditions to the extent they pertain to Chick-fil-A Leasehold Portion.

4. Paragraph 2.01A of the Lease is amended to reflect that annual rent is apportioned as follows:

   a) Lessee, as tenant of the Revised Demised Premises consisting of 2.97 acres, shall be obligated to pay 39.02% of the annual rent, which, during the ten year period from September 15, 2017 through September 14, 2027, shall be $61,651.60 annually, subject to the interim annual rental payment adjustments as provided in Paragraph 2.01D of the Lease.

   b) Lessee and Aldi, as co-tenants of the Aldi Leasehold Portion consisting of 2.60 acres, shall continue to be jointly and severally obligated to pay (subject to the limitations provided in Paragraph 5 of the Consent to Partial Assignment of Lease - Aldi) 34.17% of the annual rent, which, during the ten year period from September 15, 2017 through September 14, 2027, shall be $53,988.60 annually, subject to the interim annual rental payment adjustments as provided in Paragraph 2.01D of the Lease.

   c) Lessee and Chick-fil-A, as co-tenants of the Chick-fil-A Leasehold Portion consisting of 2.04 acres, shall be jointly and severally obligated to pay (subject to the limitations

provided in Paragraph 5 below) 26.81% of the annual rent, which, during the ten year period from September 15, 2017 through September 14, 2027, shall be $42,359.80 annually, subject to the interim annual rental payment adjustments as provided in Paragraph 2.01D of the Lease.

All other provisions contained in Paragraph 2.01 of the Lease shall remain in full force and effect.

5. Lessee guarantees and shall be primarily liable for its obligations under the Lease to the extent it pertains to the Revised Demised Premises and to the Chick-fil-A Leasehold Portion as of the date of this Consent. Chick-fil-A shall be secondarily liable for its obligations under the Lease to the extent it pertains, and is limited, to the Chick-fil-A Leasehold Portion. In the event of a default pertaining to the Chick-fil-A Leasehold Portion, the District shall serve Lessee with a notice of default as provided in Paragraph 3.05 of the Lease, with Lessee having the time period provided therein to cure the default. In the event Lessee fails to cure the default within the time period provided therein, a new notice of default shall be served on Chick-fil-A, with Chick-fil-A having the time period provided therein to cure the default. In the event both Lessee and Chick-fil-A fail to cure the default within the time period provided therein, they shall be jointly and severally liable to the District for the default.

6. Paragraph 3.07 of the Lease is amended and superseded in its entirety by the following paragraph: "It is understood that the Revised Demised Premises are to be used by said Lessee for mixed use retail development and for no other purposes, and the Aldi Leasehold Portion is to be used by said Lessee and Aldi, as co-tenants, for constructing, operating, and maintaining an Aldi retail grocery store, including the retail sale of alcohol by Aldi, and for any other mixed use retail development and for no other purposes, and the Chick-fil-A Leasehold Portion is to be used by said Lessee and Chick-fil-A, as co-tenants, for constructing, operating, and maintaining a Chick-fil-A restaurant and for any other mixed use retail development and for no other purposes, each being subject to the restrictions set forth in Section 3.08 below."

7. Lessee and Chick-fil-A have or shall enter into a Co-Tenant Agreement to define their rights in and to the Chick-fil-A Leasehold Portion pursuant to the Lease. The Co-Tenant Agreement shall be exclusively made by and between Lessee and Chick-fil-A and shall govern and provide for Chick-fil-A's conditional rights to develop the Chick-fil-A Leasehold Portion pursuant to the Lease. The District acknowledges and agrees that Chick-fil-A's rights and obligations shall be conditioned upon Chick-fil-A's satisfaction of certain conditions contained within the Co-Tenant Agreement. In the event Chick-fil-A is not satisfied with said conditions and wishes to terminate the Lease to the extent it pertains to Chick-fil-A and the Chick-fil-A Leasehold Portion, it shall provide the District with written notice of such termination consistent with the notice provisions contained in the Lease. If no such notice is served upon the District by March 7, 2020, then the Lease shall remain in full force in effect with respect to Chick-fil-A and Lessee as co-tenants of the Chick-fil-A Leasehold Portion. In the event of a termination by Chick-fil-A as provided herein, all rights under the Lease inured for the benefit of Chick-fil-A shall likewise terminate, with

Lessee's interest in this 2.04 acre leasehold and accompanying obligations under the Lease remaining in full force and effect.

8. Chick-fil-A shall have the option to surrender its interest in the Chick-fil-A Leasehold Portion. Such surrender shall not be effective until the 15th anniversary of the Rent Commencement Date as defined in the Co-Tenant Agreement and at any time thereafter. Except for a surrender in connection with the naturally occurring expiration of Chick-fil-A's term (initial or renewal) for which no notice is required, notice of intent to surrender its interest in the Lease as it pertains to the Chick-fil-A Leasehold Portion shall be given to the District no later than thirty (30) days prior to the termination date, in accordance with the notice provisions of Paragraph 7.01 of the Lease. In the event of a surrender by Chick-fil-A, all rights under the Lease inured for the benefit of Chick-fil-A shall likewise be surrendered, with Lessee's interest in this 2.04 acre leasehold and accompanying obligations under the Lease remaining in full force and effect.

9. Any notice to be given under the Lease with respect to Chick-fil-A on and after the date of this Consent shall be directed and made pursuant to the provisions of the Lease to:

Chick-fil-A Inc.
5200 Buffington Road
Atlanta, Georgia 30349
Attention: Real Estate Legal

Notice to the District or Lessee shall be in accordance with Paragraph 7.01 of the Lease. Notice to Aldi shall be in accordance with the Consent to Partial Assignment of Lease (Aldi) dated December 21, 2017.

10. The parties acknowledge that the District shall be entitled to fifteen percent (15%) of all value Lessee receives from Chick-fil-A for the use and occupancy of the Chick-fil-A Leasehold Portion as a result of the Co-Tenant Agreement, or any other agreement between Lessee and Chick-fil-A, in excess of the cash rent which Lessee is currently paying with respect to the Chick-fil-A Leasehold Portion as a tract, consistent with Paragraph 7.06 of the Lease. The first annual differential in the amount of $13,147.00 (*i.e.*, 15% of the difference between $130,000.00 (Chick-fil-A rent under Co-Tenant Agreement) and $42,351.95 (proportionate share of Crestwood's annual rent under the Lease for 2.04 acres)) shall be due on the date when Lessee begins charging rent to Chick-fil-A for its tenancy of the Chick-fil-A Leasehold Portion (said $13,147.00 differential shall be prorated for the first year to reflect the period of time from said date to the next September 14). All future annual differentials shall be due on September 15 of each subsequent year and shall equal (in addition to all other rents or other value owed) 15% of the difference between the annual rent paid by Chick-fil-A to Lessee for the Chick-fil-A Leasehold Portion and the proportionate share of rent that Lessee pays to the District for the 2.04 acres constituting the Chick-fil-A Leasehold Portion. The parties acknowledge that Chick-fil-A shall have no obligation to the District for the payment of the differential at any time, including any time during a default of Lessee when Chick-fil-A is paying its proportionate rent to the District for the Chick-fil-A Leasehold Parcel.

11. Lessee or Chick-fil-A shall record this Consent or a memorandum thereof with the Recorder of Deeds of the county in which the Demised Premises is situated no later than 30 days after the date of this Consent, and shall provide of copy of the recorded Consent or memorandum thereof to the District promptly after recording.

12. In all other respects, all terms, conditions, covenants and agreements of the Lease shall remain in full force and effect, and shall continue to inure to and bind the District and Lessee to the extent they pertain to the Demised Premises.

13. This Consent may be executed by one or more parties hereto in any number of separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date and year first written above.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

By: _____
Jacqueline Torres, Clerk

VILLAGE OF CRESTWOOD

By: _____

Title: Mayor

ATTEST:

By: _____

Title: Village Clerk

CHICK-FIL-A, INC., a Georgia corporation

By: _____

Title: Amy Rooks
Sr. Director

By: _____

Title: Dan Ludlam
Director

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Michelle Valdez Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of November, A.D. 2018.

Notary Public

My Commission expires:

5/22/22

MICHELLE M VALDEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 22, 2022

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Louis Presta (Name), personally known to me to be the Mayor (Title) of Village of Crestwood (Village/Town/City), a municipal corporation, and Catherine M. Johnson (Name of Attester), personally known to me to be the Village Clerk (Title of Attester) of said municipal corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such representatives of said municipal corporation, duly executed said instrument on behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of August, A.D. 20___.

Peggy A. Carlson
Notary Public

My Commission expires:

12-20-2019

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

STATE OF GEORGIA)
) SS.
COUNTY OF Fulton)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Amy Rooks, personally known to me to be the Sr. Director of Chick-fil-A, Inc., a Georgia corporation, and Dan Ludlam, personally known to me to be the Director of said corporation, are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such titles of said corporation, duly executed said instrument on behalf of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors (or equivalent) of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of September, A.D. 2018.

Renee Hastings
Notary Public

My Commission expires:

11/9/18

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Acting Executive Director

RECEIVED:

Fee Pending

Insurance ✓

Bond N/A

jtaya | C:\Users\jtaya\Desktop\Crestwood River Crossing Demised Chick-Fil-A.dwg | 10/20/2018 11:44 AM |

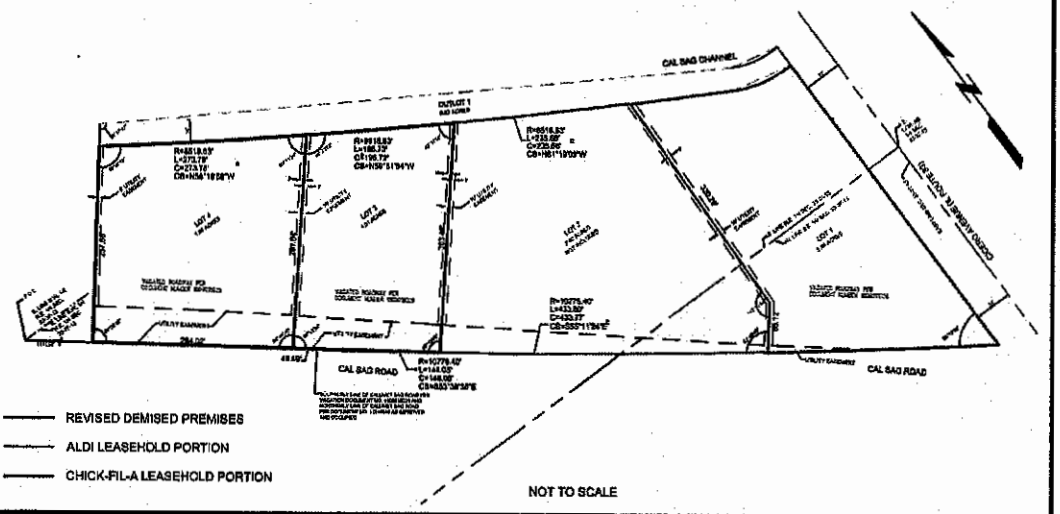
LEGAL DESCRIPTIONS TO BE KNOWN AS:

LOT 1 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

LOT 2 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

LOT 3 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

LOT 4 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



NOT TO SCALE

Project No:	0160894.00
Book No:	
Drawn by:	TWE
Reviewed:	KDV/TWE
Date:	12-12-17

CRESTWOOD RIVER CROSSING
LOTS 3 AND 4

EXHIBIT A

Farnsworth GROUP
16311 N. CREEK DRIVE, SUITE F
TINLEY PARK, ILLINOIS 60477
(708) 326-4000 / info@f-w.com

REV. 12/16/17
Lease No. L-346
17 CM 013

#942-17

CONSENT TO PARTIAL ASSIGNMENT OF LEASE AGREEMENT

This consent ("Consent") is entered into this 21st day of December, 2017, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter referred to as "District"), the VILLAGE OF CRESTWOOD, a local municipality organized and existing under the laws of the State of Illinois (hereinafter referred to as "Lessee"), and ALDI INC., a corporation existing under the laws of the State of Illinois (hereinafter referred to as "Aldi").

WITNESSETH:

WHEREAS, the District and Lessee entered into a Lease Agreement dated June 15, 2017 ("Lease"), for a term of 60-years on 7.61 acres of District real estate located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Cook County, Illinois and known as the eastern portion of Cal-Sag Channel Parcel 11.04 ("Demised Premises").

WHEREAS, paragraph 7.06 of the Lease requires the District's prior written consent to assign or sublease the Lease.

WHEREAS, Lessee has requested the District's consent to assign a 2.60 acre portion of the Demised Premises to Lessee and Aldi as co-tenants for the purpose of operating an Aldi retail grocery store.

WHEREAS, said 2.60 acres are depicted in the plat of survey attached hereto as Exhibit A and incorporated herein ("Aldi Leasehold Portion").

WHEREAS, the remaining 5.01 acres of the Demised Premises ("Revised Demised Premises") are depicted in the plat of survey attached hereto as Exhibit B and incorporated herein.

WHEREAS, Aldi has requested the District's consent to the retail sale of alcoholic beverages on the Aldi Leasehold Portion.

WHEREAS, Paragraph 3.08 of the Lease provides that "no alcoholic beverages of any kind shall be sold, given away, or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured."

WHEREAS, the District is willing to consent to an assignment of the Lease to the extent it pertains to the Aldi Leasehold Portion from Lessee to Lessee and Aldi as co-tenants, with Lessee as sole tenant under the Lease to the extent it pertains to the Revised Demised Premises, and to allow the retail sale of alcoholic beverages by Aldi on the Aldi Leasehold Portion, subject to certain terms and conditions as more fully set forth herein, all as authorized by order of its Board of Commissioners on December 21, 2017, a copy of which is attached hereto as Exhibit C and incorporated herein.

NOW, THEREFORE, in consideration of payment of TEN AND NO/100 DOLLARS ($10.00) and additional compensation to be paid to the District as provided below, the mutual covenants and agreements of Lessee, Aldi, and the District, and other good and valuable consideration, receipt of which is hereby acknowledged, the District consents to an assignment of the Lease to the extent it pertains to the Aldi Leasehold Portion from Lessee to Lessee and Aldi as co-tenants, and to the retail sale by Aldi of alcoholic beverages on the Aldi Leasehold Portion, upon the following terms and conditions:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.

2. The District hereby consents to an assignment of the Lease to the extent it pertains to the Aldi Leasehold Portion from Lessee to Lessee and Aldi as co-tenants. A copy of the Lease is attached hereto as Exhibit D and incorporated herein.

3. Paragraph 1.01 of the Lease is hereby amended to reflect that the Demised Premises' acreage is decreased from 7.61 acres to approximately 5.01 acres, as depicted in the attached Exhibit B, with the remaining 2.60 acres, as depicted in the attached Exhibit A, becoming the Aldi Leasehold Portion. Both the Revised Demised Premises and the Aldi Leasehold Portion shall be subject to the terms and conditions of the Lease, with Lessee being obligated to comply with, and inuring the benefit of, said terms and conditions to the extent they pertain to the Revised Demised Premises, and Lessee and Aldi, as co-tenants, being obligated to comply with, and inuring the benefit of, said terms and conditions to the extent they pertain to Aldi Leasehold Portion.

4. Paragraph 2.01A of the Lease is amended to reflect that annual rent is apportioned as follows:

   a) Lessee, as tenant of the Revised Demised Premises consisting of 5.01 acres, shall be obligated to pay 65.83% of the annual rent, which, during the ten year period from September 15, 2017 through September 14, 2027, shall be $104,011.40 annually, subject to the interim annual rental payment adjustments as provided in Paragraph 2.01D of the Lease.

   b) Lessee and Aldi, as co-tenants of the Aldi Leasehold Portion consisting of 2.60 acres, shall be jointly and severally obligated to pay (subject to the limitations provided in Paragraph 5 below) 34.17% of the annual rent, which, during the ten year period from September 15, 2017 through September 14, 2027, shall be $53,988.60 annually, subject

to the interim annual rental payment adjustments as provided in Paragraph 2.01D of the Lease.

All other provisions contained in Paragraph 2.01 of the Lease shall remain in full force and effect.

5. Lessee guarantees and shall be primarily liable for its obligations under the Lease to the extent it pertains to the Revised Demised Premises and to the Aldi Leasehold Portion as of the date of this Consent. Aldi shall be secondarily liable for its obligations under the Lease to the extent it pertains, and is limited, to the Aldi Leasehold Portion. In the event of a default pertaining to the Aldi Leasehold Portion, the District shall serve Lessee with a notice of default as provided in Paragraph 3.05 of the Lease, with Lessee having the time period provided therein to cure the default. In the event Lessee fails to cure the default within the time period provided therein, a new notice of default shall be served on Aldi, with Aldi having the time period provided therein to cure the default. In the event both Lessee and Aldi fail to cure the default within the time period provided therein, they shall be jointly and severally liable to the District for the default.

6. Paragraph 3.07 of the Lease is amended and superseded in its entirety by the following paragraph: "It is understood that the Revised Demised Premises are to be used by said Lessee for mixed use retail development and for no other purposes, and the Aldi Leasehold Portion is to be used by said Lessee and Aldi, as co-tenants, for constructing, operating, and maintaining an Aldi retail grocery store, including the retail sale of alcohol by Aldi, and for any other mixed use retail development and for no other purposes, each being subject to the restrictions set forth in Section 3.08 below."

7. This Consent constitutes the written consent of the District's Board of Commissioners that Aldi is authorized to sell alcoholic beverages at retail on the Aldi Leasehold Portion for the duration of the Lease, subject to Aldi furnishing the District with the necessary insurance provided in Paragraph 3.08 of the Lease.

8. Lessee and Aldi have or shall enter into a Co-Tenant Agreement to define their rights in and to the Aldi Leasehold Portion pursuant to the Lease. The Co-Tenant Agreement shall be exclusively made by and between Lessee and Aldi and shall govern and provide for Aldi's conditional rights to develop the Aldi Leasehold Portion pursuant to the Lease. The District acknowledges and agrees that Aldi's rights and obligations shall be conditioned upon Aldi's satisfaction of certain conditions contained within the Co-Tenant Agreement. In the event Aldi is not satisfied with said conditions and wishes to terminate the Lease to the extent it pertains to Aldi and the Aldi Leasehold Portion, it shall provide the District with written notice of such termination consistent with the notice provisions contained in the Lease. If no such notice is served upon the District by September 12, 2019, then the Lease shall remain in full force in effect with respect to Aldi and Lessee as co-tenants of the Aldi Leasehold Portion. In the event of a termination by Aldi as provided herein, all rights under the Lease inured for the benefit of Aldi shall likewise terminate, with Lessee's interest in this 2.60 acre leasehold and accompanying obligations under the Lease remaining in full force and effect.

9. Aldi shall have the option to surrender its interest in the Aldi Leasehold Portion. Such surrender shall not be effective until the 20th anniversary of the Occupancy Date as defined in the Co-Tenant Agreement and at any time thereafter. Notice of intent to surrender its interest in the Lease as it pertains to the Aldi Leasehold Portion shall be given to the District no later than thirty (30) days prior to the termination date, in accordance with the notice provisions of Paragraph 7.01 of the Lease. In the event of a surrender by Aldi, all rights under the Lease inured for the benefit of Aldi shall likewise be surrendered, with Lessee's interest in this 2.60 acre leasehold and accompanying obligations under the Lease remaining in full force and effect.

10. Any notice to be given under the Lease with respect to Aldi on and after the date of this Consent shall be directed and made pursuant to the provisions of the Lease to:

Aldi Inc.
197 E. Division Road
Valparaiso, Indiana 46383
Attention: Director of Real Estate
Phone: (219) 464-2500
Fax: (219) 465-2077

Notice to the District or Lessee shall be in accordance with Paragraph 7.01 of the Lease.

11. The parties acknowledge that the District shall be entitled to fifteen percent (15%) of all value Lessee receives from Aldi for the use and occupancy of the Aldi Leasehold Portion as a result of the Co-Tenant Agreement, or any other agreement between Lessee and Aldi, in excess of the cash rent which Lessee is currently paying with respect to the Aldi Leasehold Portion as a tract, consistent with Paragraph 7.06 of the Lease. The first annual differential in the amount of $10,953.00 (*i.e.*, 15% of the difference between $127,000 (Aldi rent under Co-Tenant Agreement) and $53,988.60 (proportionate share of Crestwood's annual rent under the Lease for 2.60 acres)) shall be due upon execution of this Consent. All future annual differentials shall be due on September 15 of each subsequent year and shall equal (in addition to all other rents or other value owed) 15% of the difference between the annual rent paid by Aldi to Lessee for the Aldi Leasehold Portion and the proportionate share of rent that Lessee pays to the District for the 2.60 acres constituting the Aldi Leasehold Portion. The parties acknowledge that Aldi shall have no obligation to the District for the payment of the differential at any time, including any time during a default of Lessee when Aldi is paying its proportionate rent to the District for the Aldi Leasehold Parcel.

12. Lessee or Aldi shall record this Consent or a memorandum thereof with the Recorder of Deeds of the county in which the Demised Premises is situated no later than 30 days after the date of this Consent, and shall provide of copy of the recorded Consent or memorandum thereof to the District promptly after recording.

13. In all other respects, all terms, conditions, covenants and agreements of the Lease shall remain in full force and effect, and shall continue to inure to and bind the District and Lessee to the extent they pertain to the Demised Premises.

14. This Consent may be executed by one or more parties hereto in any number of separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date and year first written above.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

By: _____
Jacqueline Torres, Clerk

VILLAGE OF CRESTWOOD

By: _____

Title: Mayor

ATTEST:

By: _____

Title: Village Clerk

ALDI INC.

By:_____
David Zalunardo

Title: Vice President

ATTEST:
By:_____
Kaley DeVries

Title: Director of Real Estate

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Glenda J. Lahori Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of May, A.D. 2018.

GLENDA J LAHORI
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 23, 2020

Notary Public

My Commission expires:

2-23-2020

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Louis Presta (Name), personally known to me to be the Mayor (Title) of Village of Crestwood (Village/Town/City), a municipal corporation, and Catherine M. Johnson (Name of Attester), personally known to me to be the Village Clerk (Title of Attester) of said municipal corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such representatives of said municipal corporation, duly executed said instrument on behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of April, A.D. 2018.

Peggy A Carlson
Notary Public

My Commission expires:

12/20/2018

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

STATE OF INDIANA)
) SS.
COUNTY OF PORTER)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that David Zalunardo, personally known to me to be the Vice President of Aldi Inc., an Illinois corporation, and Kaley DeVries, personally known to me to be the Director of Real Estate of said corporation, are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such titles of said corporation, duly executed said instrument on behalf of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of April, A.D. 2018.

Erika A. Gordon
Notary Public

My Commission expires:

4/25/2020

ERIKA A. GORDON
Notary Public, State of Indiana
SEAL
My Commission Expires 4/25/

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee ✓

Insurance ✓

Bond N/A

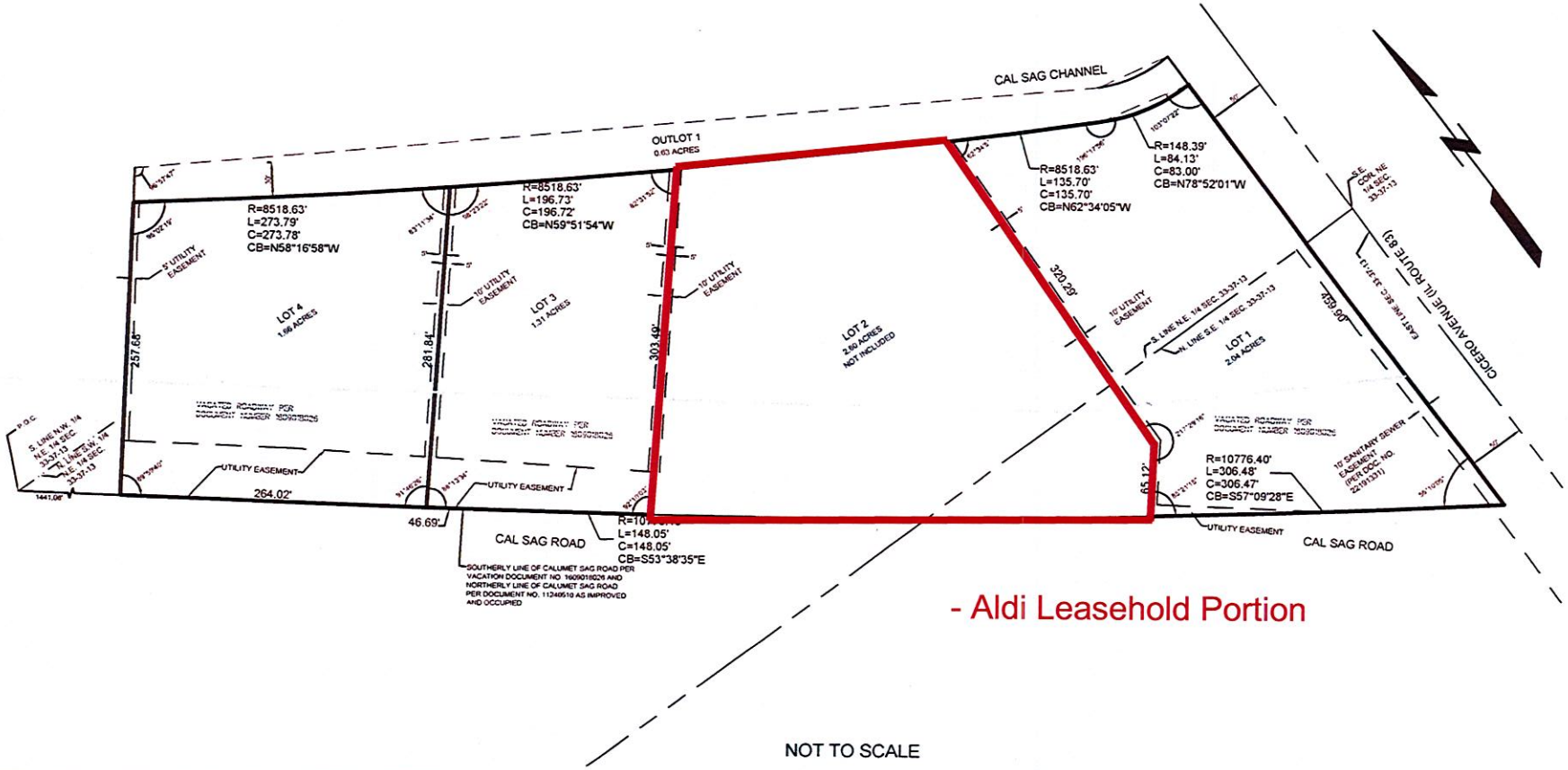
| teshleman | C:\Users\teshleman\Documents\Crestwood River Crossing.dwg | 12/12/2017 12:02 PM |

LEGAL DESCRIPTIONS TO BE KNOWN AS:

LOT 1 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

LOT 3 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

LOT 4 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



NOT TO SCALE

Project No:	0160894.00
Book No:	
Drawn by:	TWE
Reviewed:	KDV/TWE
Date:	12-12-17

CRESTWOOD RIVER CROSSING
LOTS 1, 3 AND 4

EXHIBIT

tabbies

A

Farnsworth GROUP
18311 N. CREEK DRIVE, SUITE F
TINLEY PARK, ILLINOIS 60477
(708) 326-4000 / info@f-w.com

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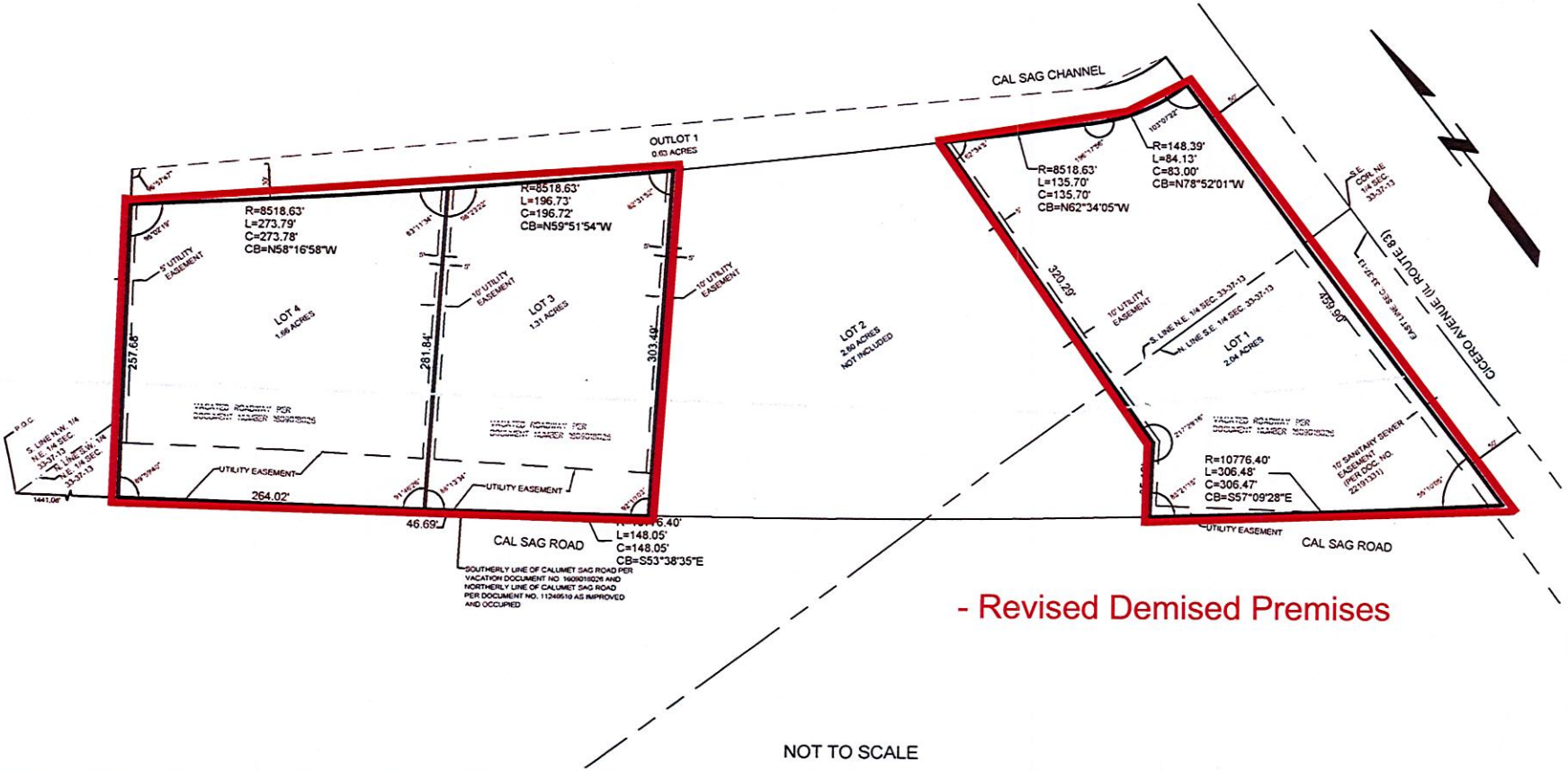
LEGAL DESCRIPTIONS TO BE KNOWN AS:

LOT 1 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

LOT 3 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

LOT 4 IN CRESTWOOD RIVER CROSSING, A PART OF SECTION 33, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.



- Revised Demised Premises

NOT TO SCALE

Project No:	0160894.00
Book No:	
Drawn by:	TWE
Reviewed:	KDV/TWE
Date:	12-12-17

CRESTWOOD RIVER CROSSING
LOTS 1, 3 AND 4

tabbies

EXHIBIT

B

Farnsworth GROUP
18311 N. CREEK DRIVE, SUITE F
TINLEY PARK, ILLINOIS 60477
(708) 326-4000 / info@f-w.com

File #:	17-1393 Version: 1		
Type:	Agenda Item	Status:	Adopted
File created:	12/13/2017	In control:	Real Estate Development Committee
On agenda:	12/21/2017	Final action:	12/21/2017
Title:	Consent to a partial assignment of lease from the Village of Crestwood to the Village of Crestwood and Aldi, Inc. as co-tenants with respect to 2.60 acres of the Village's 7.61 acre leasehold located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Illinois; Cal-Sag Channel Parcel 11.04 (eastern Portion), and to allow for the sale of alcohol on these 2.60 acres. Consideration shall be an initial annual fee of $10,953.00		
Attachments:	1. Aerial Map.Parcel 11.04 (eastern portion).pdf		

EXHIBIT tabbies C

TRANSMITTAL LETTER FOR BOARD MEETING OF DECEMBER 21, 2017

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Title
Consent to a partial assignment of lease from the Village of Crestwood to the Village of Crestwood and Aldi, Inc. as co-tenants with respect to 2.60 acres of the Village's 7.61 acre leasehold located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Illinois; Cal-Sag Channel Parcel 11.04 (eastern Portion), and to allow for the sale of alcohol on these 2.60 acres. Consideration shall be an initial annual fee of $10,953.00
Body

Dear Sir:

The Village of Crestwood ("Village") leases 7.61 acres of District real estate located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Illinois and known as Cal-Sag Channel Parcel 11.04 (eastern Portion). The lease commenced in 2017 and expires in 2077 and was procured through the statutory leasing process ("Lease"). The Village's current annual rent is $158,000.00. The Lease allows for mixed use retail development. Any sublease or partial assignment of lease requires the District's written consent.

Accordingly, the Village is requesting the District's consent to assign a 2.60 acre portion of the 7.61 acre leasehold from the Village to both the Village and Aldi, Inc. ("Aldi") as co-tenants ("2.60 Acre Area"). Aldi requires such partial assignment of the Lease as a pre-condition to its agreeing to construct and operate an Aldi retail store on the 2.60 Acre Area. The Village and Aldi have also requested that the Lease be amended to allow for the sale of alcohol inside the store. A District tenant may sell alcohol if approved by the Board of Commissioners and if a lease is for a term of at least 20 years.

Under the Lease, the District is entitled to 15% of the increment or value the Village receives from Aldi in excess of what the Village is paying with respect to its proportionate share of rent for the 2.60 Acre Area. The Village's

proportionate share of such annual rent is $53,981.60, whereas the proposed annual fee from Aldi to the Village is $127,000.00. The initial annual fee that is therefore owed to the District is $10,953.00. The Village will continue to be solely liable for the remaining 5.01 acre portion of the Lease.

It is requested that the Executive Director recommend to the Board of Commissioners that it consent to a partial assignment of lease from the Village of Crestwood to the Village of Crestwood and Aldi, Inc. as co-tenants with respect to 2.60 acres of the Village's 7.61 acre leasehold located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Illinois; Cal-Sag Channel Parcel 11.04 (eastern Portion), and to allow for the sale of alcohol on these 2.60 acres. Consideration shall be an initial annual fee of $10,953.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said Consent to Partial Assignment of Lease Agreement after it is approved by the General Counsel as to form and legality.

Requested, Susan T. Morakalis, General Counsel, STM:CMM:vp
Recommended, David St. Pierre, Executive Director
Respectfully Submitted, David J. Walsh, Chairman Committee on Real Estate Development
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners December 21, 2017

Attachment

#936-17

DOCUMENT PREPARED BY AND AFTER RECORDING, RETURN TO:

Metropolitan Water Reclamation District
Of Greater Chicago
Law Department/Real Estate Division
100 E. Erie St.
Chicago, IL 60611
Attn:

P.I.N.s:
24-33-202-004-0000 (portion)
24-33-202-005-0000 (portion)

This space reserved for recorder's use only.

L E A S E A G R E E M E N T

(Commercial Form)

THIS INDENTURE ("Lease"), made this 15th day of June, 2017, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and the VILLAGE OF CRESTWOOD, an Illinois municipal agency with principal offices at 13840 S. Cicero Avenue , Crestwood, Illinois 60445 (hereinafter designated the "Lessee").

WITNESSETH THAT:

ARTICLE ONE

1.01 PREMISES LEASED

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the premises legally described and depicted in the plat of survey in Exhibit "A" which is attached hereto and made a part hereof, located south of the Cal-Sag Channel and west of Cicero Avenue in Crestwood, Cook County, Illinois and known as the eastern portion of Cal-Sag Channel Parcel 11.04 for those purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of approximately seven (7) acres of vacant real estate.

For the purposes of this Lease, the terms "Leased Premises", "Leasehold Premises", "Demised Premises," or similar terms may be used interchangeably, and shall be used synonymously

EXHIBIT
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D

to mean the real property which is the subject hereof and any improvements located thereon at the time of leasing or placed thereon by Lessee during the term of this Lease.

1.02 TERM OF LEASE

The term of this Lease is sixty (60) years, beginning on September 15, 2017, and ending on September 14, 2077, unless said term shall end sooner under the provisions hereof.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the Premises and authority to execute this Lease, the size of the Demised Premises, the useable areas of the Demised Premises, and building and zoning laws affecting the Demised Premises. During the Due Diligence Period (as hereafter defined), the Lessee shall (i) examine the title to the Demised Premises and Lessor's authority to enter into this Lease, the size of the Demised Premises and the useable areas of the Demised Premises, (ii) examine the building and zoning laws concerning the Demised Premises and obtain all required governmental approvals, including without limitation, the negotiation of a redevelopment agreement with the Village of Crestwood (the "Village"), (iii) obtain any required access and utility easements, and (iv) become satisfied that Lessee may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the Demised Premises in accordance with the uses set forth in Section 3.07 of this Lease, subject to the following:

A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within a period of one (1) year of the date of this Lease (the "Due Diligence Period"), to take such action as may be necessary to obtain such zoning change and building permits.

B. If prior to the expiration of the Due Diligence Period, (i) Lessee is not able to obtain any required governmental approvals, or (ii) if Lessee elects not to proceed with this Lease for the Demised Premises for any reason in Lessee's sole discretion, Lessee may terminate this Lease by giving Lessor written notice thereof prior to 5:00 p.m. Central time on the last date of the Due Diligence Period, in which event this Lease will become null and void and Lessee and Lessor shall have no further obligations hereunder; provided, any rents paid by Lessee to Lessor hereunder prior to such termination shall not be refundable to Lessee.

C. Lessor and Lessee acknowledge that Lessor, at its cost and expense, is performing a so-called Phase II study of the Demised Premises and shall provide Lessee with the results and report generated by such study promptly upon completion. In the event Lessee conducts or obtains its own Phase I, Phase II or any other report or data on the environmental or other site conditions of the Demised Premises, then Lessee shall provide Lessor with a copy of all

such reports and data.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Demised Premises herein leased, or any part thereof, the entire condemnation award shall be allocated and paid in accordance with applicable condemnation and/or eminent domain law; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable in Lessee's sole reasonable discretion, the Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

The Lessee covenants and agrees, in consideration of the leasing of the Premises aforesaid, to pay to the Lessor as rent for the said Demised Premises:

A. BASIC ANNUAL RENTAL PAYMENT: During the ten year period from September 15, 2017 through September 14, 2027, the annual rental shall be ONE HUNDRED FIFTY EIGHT THOUSAND and NO/100 ($158,000.00) Dollars per annum, payable in annual installments each, to be due on the anniversary date of the commencement date of this Lease throughout the term hereof with the first installment being due on the 15th day of September, 2017.* The annual rent for the first year shall be equal to 6.077% of the appraised fair market value of the fee simple estate of the land upon which the Demised Premises is located. The annual rent so established shall remain in force and effect for a period of ten (10) years, subject to adjustments as hereinafter provided. * **LESSEE HAS DEPOSITED $79,000.00 WITH LESSEE AS ITS BID DEPOSIT IN CONNECTION WITH THIS LEASE ON MAY 23, 2017. LESSEE'S BID DEPOSIT SHALL BE APPLIED TOWARD ITS FIRST ANNUAL RENTAL PAYMENT IN THE AMOUNT OF $158,000.00 DUE SEPTEMBER 15, 2017. LESSEE THEREFORE OWES $79,000.00 ON SEPTEMBER 15, 2017, AS ITS REMAINING PORTION OF ITS ANNUAL RENTAL PAYMENT FOR THE PERIOD OF SEPTEMBER 15, 2017 THROUGH SEPTEMBER 14, 2018.**

B. TEN-YEAR PERIODIC RENTAL ADJUSTMENT: Reappraisal on each periodic ten-year anniversary following the effective date of this Lease, and every ten-year periodic anniversary thereafter shall be made. The fixed annual rental to be paid by Lessee to Lessor for the next ten-year period shall be adjusted and predetermined in accordance with the conclusions of a review of the fair market value of the fee simple estate upon which the Demised Premises are located (independent of the improvements constructed by Lessee on the property subsequent to the effective date of this Lease), in accordance with 70

ILCS 2605/8c (including a statutory cap on the fair market value) by not less than two (2) appraisals prepared by appraisers who are members of the American Institute of Real Estate Appraisers or a similar equivalently recognized professional organization, which shall be procured and paid for by the Lessee and delivered to the Lessor. The annual rental payment for each following ten-year period will be increased or decreased, by multiplying the fair market value of the fee simple estate upon which the Demised Premises is located by the same percentage used to determine the annual rental payment for the first ten-year period. The Lessor shall have the right to procure and pay for a third appraisal, which may be considered in determining the fair market value of the fee simple estate. The fair market value of the fee estate and the rental for the Demised Premises shall be established by the Board of Commissioners of the Lessor. Such fair market value shall not be less than the lowest appraisal nor higher than the highest appraisal, including the appraisal if any, procured, by the Lessor. The appraisals required of the Lessee shall be made and dated within the last ninety (90) days of the ten-year period of this Lease which will be expiring. Said appraisals shall be delivered to the Lessor not later than forty-five (45) days prior to the end of the ten-year period. In the event that fair market value and/or the annual rent for the next ten-year period has not been established by the Board of Commissioners of the Lessor before the commencement of any new period, the Lessee shall continue to pay the annual rent established for the last year of the prior ten-year period until such re-appraisal and decennial rent adjustment. (Annual rent adjustments shall also apply to any deferred decennial rent adjustment, which is not made in a timely manner). ALL TEN-YEAR PERIODIC ANNUAL RENT ADJUSTMENTS PURSUANT TO THIS SUBPARAGRAPH, WHEN EXECUTED SHALL BE MADE WITHOUT REGARD TO THE ANNUAL RENT IN EFFECT FOR THE LAST YEAR OF THE PRECEDING TEN-YEAR PERIOD. Upon the establishment of fair market value and the adjusted annual rental to be paid for that ten-year period, at any time later than the end of any period of this Lease, such fair market value and rent shall take effect as of the first (1st) day of the period; the Lessee shall, within thirty (30) days, after notice, pay such additional rent as may be required if fair market value is higher than the previous period; if fair market value is lower than the previous period, the Lessee shall be given credit to apply on the next rental payment when said payment is due.

(1) TEN-YEAR PERIODIC RENTAL ADJUSTMENT OF LEASEHOLDS CONSISTING OF IMPROVED (AT THE TIME OF LEASING) REAL ESTATE

Lessee and Lessor acknowledge and agree, at the commencement of this Lease, the Demised Premises consists of raw land with no improvements, and all decennial reappraisals of the Demised Premises for the purpose of making a decennial rental adjustment shall be appraised as unimproved except for existing utilities, if any, and "as-is" and "as-found."

C. All annual rental payments required to be made by Lessee hereunder, shall be paid in annual installments, in advance, to be due on the anniversary of the commencement date of this Lease throughout the term of this Lease.

D. INTERIM ANNUAL RENTAL PAYMENT ADJUSTMENTS. On the first- through ninth-year anniversary of the effective date of this Lease, and the first to ninth-year anniversary of a decennial rent adjustment, the annual rent to be paid by Lessee to Lessor shall be adjusted by multiplying the initial annual rental or the rental in effect for the previous one-year term (except for the one-year period following a decennial rent adjustment based on appraisals as set forth in Paragraph 2.01 Section (b) hereof by the percentage of change in the Consumer Price Index for the Chicago Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics, as established for the month of October immediately preceding the term of this Lease (in the case of the first annual rental adjustment hereunder) and every October thereafter during the term hereof. In the event the Consumer Price Index is discontinued, the Board of Commissioners of the Lessor shall, in its sole discretion select and utilize any other economic activity index of the United States government which reasonably reflects economic activity in the Metropolitan Chicago Area. If the percentage of change in the CPI decreases to an amount less than zero for any given year, then the change will treated as zero percent for that year and in no event shall the annual rent decrease from the rental in effect for the previous one year term.

E. ADDITIONAL COMPENSATION -- (NON-RENT):

(1) Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, in the event gaming operations are conducted on the Demised Premises (subject to the prior written consent of Lessor), and regardless whether Lessee or its subtenants receive revenue from such gaming operations conducted on the Demised Premises, then Lessee shall pay in cash to Lessor TBD* percent (__%) of the amount of any such revenues derived from such gaming operations, to the extent permitted by law. *To be determined and further approved by the Lessor pursuant to a lease amendment in the event Lessee requests to allow gaming on the leasehold.

Within sixty (60) days following each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the Excess Rent set forth in the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish certified copies of books and records necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

(2) Services: In the event Lessee is engaged in the business of solid waste disposal (whether on the Demised Premises or elsewhere), as additional consideration for the granting of this Lease, Lessee covenants and agrees to collect from those facilities and installations of Lessor, as designated by Lessor's Executive Director, transport and dispose of 0 tons/cu. yds. of

Lessor's solid waste, including, but not limited to dewatered sludge, grit, screenings refuse, and other non-hazardous solid wastes, in a lawful manner, at Lessee's sole cost, risk, and expense.

NOTE: THE VALUE OF ADDITIONAL COMPENSATION REQUIRED TO BE PAID FOR SERVICES PERFORMED BY LESSEE PURSUANT TO THIS SUBPARAGRAPH E SHALL NOT BE CONSIDERED IN DETERMINING THE HIGHEST RESPONSIBLE BIDDER FOR LEASE AWARD PURPOSES.

F. In addition, the Lessee shall pay all legal costs incurred by the Lessor in collecting any arrearage in rent including, but not limited, to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises owned by Lessee or that may at any time be erected, placed, or put on the Demised Premises by the Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer, or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorneys to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof (or such longer period as may be necessary to cure a non-monetary default so long as Lessee is diligently and in good faith pursuing such cure) and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (or such longer period, as the case may be) after the giving of said notice to declare said term ended, with process of law, to re-enter, to expel, remove, and put out the Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary and lawful in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, the Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on a cash basis on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the

reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to the Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the Demised Premises are to be used by said Lessee for mixed use retail development, subject to the restrictions set forth in Section 3.08 below.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form (excluding video gaming so long as Lessee obtains all required governmental licenses, permits and approvals including the approval of the Lessor's Board of Commissioners which consent may be subject to sharing in a % of revenues derived), or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge, and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited unless otherwise approved by Lessor's Board of Commissioners.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises including aboveground and belowground storage tanks and restore the Demised Premises to its same condition as of the effective date of this Lease as described in the environmental report described on attached Exhibit "B"; provided, to the extent Lessee causes any contamination of the Demised Premises with Hazardous Materials (as defined in Article Ten herein), Lessee agrees to restore the Demised Premises to TACO Tier I Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of this Lease. However, Lessee shall not be responsible

to remediate any pre-existing environmental contamination on the Demised Premises that pre-date the commencement date of this Lease. Notwithstanding the foregoing sentence, Lessor shall not be liable for any incremental costs that Lessee incurs or sustains as a result of excavating and removing or otherwise remediating any environmental contamination on the Demised Premises while making any site improvements, excavating any areas of the site for development or otherwise improving the Demised Premises. Lessee agrees to remove any and all asbestos contained on Demised Premises, prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. One-hundred-twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on the Demised Premises shall be demolished. Lessee will, within ninety (90) days following receipt of written notice from Lessor given within the foregoing one hundred twenty (120) day period, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to timely demolish the improvements after the foregoing notices from Lessor, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in terms specifically waived; and the Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by the Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease and that neither acceptance by the Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms and provisions of this Lease,

shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee.

3.12 RIGHT TO MORTGAGE LEASEHOLD PREMISES INTEREST

A. The Lessee (and any sublessee) is hereby expressly given the right at any time and from time to time, to mortgage its leasehold interest in the Demised Premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on the Demised Premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not be personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Lease. Notwithstanding anything in this Lease to the contrary:

(i) Lessor will give, as a courtesy, any such mortgagee or holder of such indebtedness simultaneously with service on the Lessee, a duplicate of any and all notices of default given by Lessor to Lessee. Such notices shall be given in the manner and shall be subject to the terms of the notice provisions of this Lease. Lessee shall provide Lessor with the current mortgagee's contact information.

(ii) The mortgagee or holder of such indebtedness shall have the right to perform any of Lessee's covenants under this Lease and to cure any default of Lessee pursuant to the terms of this Lease within the same time periods afforded Lessee after notice of such default, and, if the mortgagee or holder of such indebtedness cures all other defaults, this Lease shall remain in full force and effect.

B. DEMISED PREMISES MORTGAGEE - TAX ESCROW: If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to Paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments,

the same to be paid as and when the same become due and payable, and the Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR AND RECORDING OF LEASE WITH THE RECORDER OF DEEDS

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises are situated, either a copy of this Lease or a Memorandum of Lease and take such steps as Lessee determines necessary to subject the interest of the Lessee to general real estate taxation and will record a Memorandum of Lease in the form attached hereto as Exhibit "C" with the Recorder of Deeds of the county in which the Demised Premises are situated.

3.14 NO NUISANCE PERMITTED

The Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

The Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, the Lessee and/or Lessee's use of the Demised Premises.

ARTICLE FOUR

4.01 INDEMNIFICATION

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against any claim

(whether or not meritorious), loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such claim, loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

The Lessee agrees to indemnify, save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

The Lessee, prior to entering upon the Demised Premises and using the same for the purposes for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which the Lessor, its Commissioners, officers, agents, and employees are a named insured and upon construction of any improvements, shall procure, maintain and keep (or cause to be procured, maintained or kept by any sublessee) fire and extended coverage and all risk property insurance from a company to be approved by the Lessor. ("CLAIMS MADE" policies are unacceptable). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than $4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than $4,000,000.00 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of driveway, parking lot and other common area improvements located on the premises (specifically excluding buildings and other improvements

which shall be insured by Lessee's sublessees)

Prior to entering upon said Demised Premises, the Lessee shall furnish to the Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall (to the extent available from the applicable insurer) provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Lessor. Lessee shall have the right to maintain any insurance required hereunder under a blanket policy, provided that the amount of the total insurance available shall be at least the protection equivalent to separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the provisions of this Section. The provisions of this paragraph shall in no way limit the liability of the Lessor as set forth in the provisions of 4.01 above.

4.04 INSURANCE ON IMPROVEMENTS

The Lessee (or its sublessees) shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's (or its sublessee's) own expense at all times during the term of this Lease.

4.05 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) the Lessee (or its applicable sublessee) shall in its sole discretion, within one year from such destruction or damage, either (a) repair, restore or rebuild the same, or (b) demolish same and place the applicable area within a safe condition in compliance with all applicable governmental laws, codes and ordinances. In the event Lessee demolishes same under (b), then Lessee shall remove and dispose of offsite all such debris, ruble, material, buildings or improvements destroyed from the Leasehold Premises. Additionally, Lessee shall pay or otherwise cause to be released any and all mechanic's liens that may exist relating to the Leasehold Premises.

4.06 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements

4.07 SECURITY DEPOSIT

Lessee as further consideration for the granting of this Lease, agrees that in addition to the payment of any rents hereinabove required, and to further secure the performance by it of all of the covenants herein contained, shall deposit with the Lessor, prior to its occupancy of the

Demised Premises a sum of money equal to two (2) months' rent ($26,333.00). Said security deposit shall be returned to the Lessee upon its satisfactory performance of all the covenants and conditions herein contained. Provided, however, in the event of a default in the performance of any such covenant by the Lessee, the Lessor shall use said security deposit to satisfy and discharge any such covenant. Any unused portion of said security deposit shall be returned to the Lessee within one hundred eighty (180) days following the termination or expiration of this Lease. Said security deposit shall be maintained at no less than its initial funded balance at all times during the term of the Lease.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative during the Due Diligence Period, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.

B. The Lessee expressly agrees that within an area delineated by a line parallel with and 50 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans for the Demised Premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.

C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities; provided, if feasible and upon Lessor's sole discretion Lessor agrees that it shall not unreasonably withhold, delay or condition its consent to Lessee's relocation of any such facilities at Lessee's sole cost and expense.

D. Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through the Lessor's Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. The District's Calumet 18D (Extension B) and Cal-Sag Relief Interceptor Sewers run through a portion of the Demised Premises. Sheets 20-23 of Cal-Sag Relief, Contract 70-232-2S, are attached hereto as Exhibit "D". The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's and its sublessee's use of the Demised Premises.

It is expressly understood that no blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

From and after the construction of the initial improvements and buildings on the Demised Premises which have been approved by Lessor, it is expressly understood and agreed by the Lessee that no additional buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto without obtaining Lessor's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned.

E. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the Demised Premises, or by any other work which the Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

F. The Lessor (or any other applicable governmental agency with the power of eminent domain) may be entitled to relocate or remove the improvements existing or constructed upon the Demised Premises, in the event of a condemnation action successfully conducted pursuant to Section 1.04 hereof as a result of the following instances:

(1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency pursuant to a condemnation action; or

(2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements pursuant to a condemnation action; or

(3) In the event that said relocation or removal is required for the corporate purposes of the District pursuant to a condemnation action.

Such relocation or removal shall be diligently prosecuted to the conclusion following the applicable condemnation action.

G. If any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto in the event of a condemnation action successfully conducted pursuant to Section 1.04, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the Demised Premises that may be so required.

H. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon no less than ninety (90) days prior written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across unimproved portions of the Demised Premises. Any such construction shall be located and performed by Lessor at its cost and expense in a manner so as to cause the least interference with any equipment, or improvements, that the Lessee may then have on the Demised Premises or the conduct of business on the Demised Premises.

I. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.

J. It is agreed by and between the parties hereto that the Lessee shall submit to the Executive Director of the Lessor for his approval, including but not limited to the Lessor's Watershed Management Ordinance (which approval shall not be unreasonably withheld, delayed or conditioned), the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any

other construction to be erected thereon, before the commencement of any work thereon.

K. The Lessor reserves to itself the right of access to the Channel as well as right of access to the Demised Premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of the Lessor may deem necessary, so long as any such access causes the least interference with any equipment, or improvements, that the Lessee may then have on the Demised Premises or the conduct of business on the Demised Premises.

L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

The Lessee shall submit to the Lessor for its review and approval written plans detailing the Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of the Lessee's stormwater management plans shall be within the sole discretion of the Lessor.

The Lessee's plans shall provide for the separate collection of all roof water and surface run off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; provided, Lessor acknowledges that such collection facilities may be maintained offsite and used in common with parcels adjacent to the Demised Premises so long as such offsite collection facilities are approved by the Lessor and are in compliance with Lessor's Watershed Maintenance Ordinance

5.03 SPECIFIC ENGINEERING, DESIGN AND OPERATING RESERVATIONS AND RESTRICTIONS. (CLARIFICATION -- NOT LIMITATION)

Lessee is encouraged to participate in the District's Green Infrastructure Program, which offers reductions in rent for a period of up to the first ten years of the life of the Lease. Participation in the program is completely voluntary, but in order to receive such benefits, a "Green Infrastructure Program" form must be filled out completely and signed by the authorized representatives of both Lessee and the District concurrent with the signing of this Lease. The form, if completed and signed, shall be attached hereto as Exhibit "E".

The details of the program are as follows. The District will provide Lessee with a credit equal to $0.50 on the $1.00, up to 10% of the annual rent owed to the District, capped at the first ten years of the Lease, for expenditures and improvements on the leasehold of pre-approved green infrastructure. Such credit applies towards expenditures related to constructing and installing green infrastructure, not towards subsequently maintaining or replacing it.

The amount of green infrastructure credited will be determined by what is referred to as "Design Retention Capacity" or "DRC". DRC shall mean the maximum available retention capacity

of a project in any individual storm event as stated in project plans stamped by a licensed Professional Engineer or, in the absence of such statement, a project specific capacity calculated using the following table:

Technology	Quantity	Unit	Design Retention
Rain Gardens	100	sq. ft.	200
Native	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

In lieu of, or in addition to, Lessee installing green infrastructure on its leasehold with the District, and subject to the same DRC standards enunciated above, Lessee can, and is encouraged to, design, implement, operate, and maintain green infrastructure in partnership with, and on lands owned by, the local municipality where the leasehold is located. The responsibility for ongoing maintenance and operation shall be borne exclusively by Lessee, and credit will only be given for Lessee's own expenditures, not the municipality's. Such factors that the District will consider in whether or not to grant credit for off-site green infrastructure include, but are not necessarily limited to, where green infrastructure can mitigate local flooding, reduce infiltration and inflow, or educate the public about green infrastructure and benefit the community as a whole. Whenever approved off-site green infrastructure is provided, Lessee shall prominently install appropriate signage on the off-site location indicating that such green infrastructure is being provided in partnership with the District.

The District must pre-approve in writing all green infrastructure projects under this section before any credit sought hereunder may be given, and any invoices seeking monetary credit shall specifically set forth the green infrastructure component of the project, with the District only providing an offset credit for that component of the project. For purposes of the offset credit, acceptable green infrastructure technologies include, but are not limited to, rain gardens, native plants/landscaping, stormwater trees, porous/permeable pavement, bio-swales, green roofs and greenways. Any credit given for green infrastructure hereunder is solely at the District's discretion.

No credit will be given for site conditions in existence before this Lease was entered into. Nor will be credit be given for compliance with the minimum requirements of the District's ordinances, regulations, or policies. Accordingly, compliance with the District's Waterway Strategy and the

District's Watershed Management Ordinance ("WMO") will not qualify Lessee for any credit under this section. Lessee is reminded in particular that Article 503 of the WMO requires non-residential development or redevelopment greater than one-half acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. For purposes of this section, the District's ordinances, regulations, and policies, including the WMO, shall apply to all District properties, whether located in Cook County (including the city of Chicago) or other counties in the state of Illinois. Lastly, no credit will be given for compliance with the minimum requirements under federal, state, or local law or regulation, nor to the extent it results in the annual rent under this Lease to be less than the minimum rent provisions of Section 8c of the District's Enabling Act (70 ILCS 2705/8c).

Lessee shall provide the District with an annual certification, due on each anniversary of the date of this Lease, attesting that approved green infrastructure has been properly maintained. The certification shall be made on a form prepared by the District. Failure to maintain approved green infrastructure, whether pertaining to the Demised Premises or locations off-site, throughout the term of this Lease, and failure to properly and accurately certify to the maintenance of approved green infrastructure, shall entitle the District, in its sole discretion, to full reimbursement from Lessee of any amount credited to Lessee under this section, and shall disqualify Lessee, in the District's sole discretion, from obtaining any future credit for such unmaintained green infrastructure. Similarly, providing untrue or inaccurate information in the "Green Infrastructure Program" form shall likewise entitle the District, in its sole discretion, to full reimbursement from Lessee of any amount credited to Lessee under this section. The District reserves the right to inspect the Demised Premises throughout the duration of this Lease to verify approved green infrastructure has been properly installed and maintained.

The District further reserves the right to require Lessee to amend its green infrastructure plan, even if previously approved by the District. Once notified of an amendment pursuant to the notice provisions of this Lease, Lessee will be entitled to future credit for green infrastructure only to the extent the design of the Demised Premises conforms to the amended plan approved by the District.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within three (3) years from the date hereof to improve the Demised Premises by the construction thereon of the infrastructure improvements necessary for the development of the Demised Premises for the Permitted Uses (e.g., grading, compaction, underground utilities, detention and storm water facilities) (hereinafter called "Improvements"), free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Executive Director of the Lessor prior to commencement of construction, which approval shall not be unreasonably withheld, delayed or conditioned.

6.02 TIME OF CONSTRUCTION

Lessee shall obtain the required building permits for the Improvements from the Village of Crestwood and any other applicable government agency for the construction of the Improvements prior to the expiration of the Due Diligence Period. All of said Improvements shall be completed within three (3) years of the effective date of the Lease. In the event said Improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this Lease upon giving one hundred eighty (180) days' prior notice, in writing, to the Lessee (and any leasehold mortgagee) within thirty (30) days following the expiration of such three (3) year period; provided, in the event Lessee completes the Improvements prior to the expiration of the one hundred eighty (180) day period, Lessor's exercise of its option to terminate shall be null and void and this Lease shall continue in full force and effect.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements then existing upon the Demised Premises, if any, shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and safe condition, reasonable wear and tear excepted, subject to the terms of Section 4.06 hereof. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by nationally recognized overnight courier (e.g., Fed Ex) or by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to the Lessee at:

Village of Crestwood
13840 S. Cicero Avenue
Crestwood, Illinois 60445
ATTN: Mayor
708-371-4800
FAX 708-371-4849

Or to Lessor at: Metropolitan Water Reclamation District of Greater Chicago
100 East Erie street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto

to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that neither the right given in this Lease to the Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this Lease, as herein provided beyond applicable notice and cure periods, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as otherwise provided herein or required by law.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by the Lessor as liquidated damages. Lessor shall only be required to obtain one judgment for the full amount of all such annual rent and additional rent due under this Lease and shall not be required to sue each month, or from time to time, therefor; provided that Lessee shall be required to pay such judgment, in installments, at the respective times such annual rent and additional rent would have become due under this Lease thereafter if this Lease had not then been terminated. Any monies collected shall be applied to payment of annual rent and additional rent due from Lessee to Lessor. Lessor shall use good faith efforts to mitigate its damages in the event of any Lessee default hereunder.

7.04 ABANDONMENT

Lessee shall be permitted to cease to operate any business thereon so long as Lessee is not in default under the terms of this Lease beyond applicable notice and cure periods.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Lessee shall not sublet any part of Demised Premises to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity, nor shall Lessee have the right to assign this Lease, without obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor hereby recognizes that Lessee's use of the Premises may be as a retail/commercial development that may consist of one or more subleases of the Premises and that the approval of such subleases is an integral party of the intended development of the Premises and that Lessor agrees to cooperate and work in good faith with Lessee to promptly review and approve any proposed sublessee of Lessee.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed assignment, or a sublease for a use other than the Permitted Uses and Lessor agrees to respond in writing with its approval or disapproval (and if disapproval, clearly set forth the reasons for such disapproval) within twenty-one (21) days following Lessor's receipt of Lessee's request for approval (or 30 days following such request to the extent such request is received in the calendar months of July or August). Lessee shall identify the name and address of the proposed assignee and deliver to Lessor original or certified copies of the proposed assignment; a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to (i) assignment or (ii) sublease for a use that is not included in the Permitted Uses.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

A. The proposed activity of the assignee/sublessee does not conform with the terms of this Lease or policies established by the Lessor.

B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.

C. There is an existing violation of or uncured default by Lessee with respect to the Lease.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by the Lessee, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the Demised Premises, fifteen percent (15%) of all value it receives from its assignee/sublessee for the use and occupancy of the Demised Premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold as a tract, if assigned.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect. Additionally, Lessor shall retain 100% of all sublease fees received by

Lessor under any unauthorized sublease.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPLEAD THE METROPOLITAN WATER RECLAMATION DISTRICT IN REAL ESTATE LITIGATION

The Lessee may, after notice in writing to the Lessor, implead the Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

The Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses, which the Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, of the Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Lessor will require the Lessee to reestablish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the

Demised Premises, provided, Lessor agrees to use commercially reasonable efforts not to interfere with the operation of any businesses on the Demised Premises.

The Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. The Lessee shall implement the beautification plan described in the attached Exhibit "F". Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing. The setback for the Waterway Strategy Resolution for this leasehold has been reduced to 30 feet wide.

8.05 TREE MITIGATION

A. No alterations, construction or maintenance work upon the premises involving any material change in the location, installation or construction of facilities, or involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, Grantee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.

B. If the proper maintenance and operation of facilities or improvements on the premises necessitates the removal of any trees on District property, Grantee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the premises, setting forth the number, location and species of trees to be removed.

C. Grantee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of trees on the premises, or on alternate areas owned by the District as designated and approved in writing by the District.

D. Grantee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS AS OF THE EFFECTIVE DATE (WHICH IS NOT THE CASE UNDER THIS LEASE)

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

The Lessee will keep the leasehold improvements existing as of the effective date of this Lease safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements existing as of the date of this Lease to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements existing as of the effective date of this Lease shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within sixty (60) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by the Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. The Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibit A and the Memorandum of Lease, respectively, upon the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

(1) all requirements, including, without limitation, those pertaining to

notification, warning, reporting, licensing, permitting,investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;

(2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and

(3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published hereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

(1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichioroethylene, urea formaldehyde and radon gas;

(2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;

(3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

(4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;

(5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;

(6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

(7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or

(8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive

sampling of soils, ground waters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et m. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

(1) In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that the Demised Premises and improvements thereon, including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials

during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).

(2) In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor, except as to conditions that exist on the Demised Premises prior to the effective date of this Lease.

B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give

immediate written notice of the same to the Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, reasonable attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.

C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessee may seek recovery from any responsible third party

10.06 SITE RESTORATION/REMEDIATION BOND (ENVIRONMENTAL)

On or before the commencement of the last five-year period of the leasehold term hereunder, Lessee shall lodge with the Lessor its Environmental Site Restoration/Remediation Bond in the sum of $10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by the Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the Lessee and documented as such at the time it is lodged with the Lessor. Said Bond shall be in a form approved by the Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

A. It has no knowledge of any pending or threatened:

(1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or

(2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.

B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

C. Lessee has been issued and is in compliance with all permits, certificates,

approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.

F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises.

G. Except as disclosed on Exhibit "G" hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.

H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA. *(This provision applicable only to occupants/tenants seeking a new lease for the same property).

I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

J. Within 60 days after execution of the Lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises other than retail, office, restaurants and lodging, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and

submitted to Lessor on the anniversary date of the execution of the Lease.

K. Upon request by Lessor, Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.

L. After the initial construction of all of the buildings on the Demised Premises, the Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises (excluding interior building renovations or improvements), which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (L), renovation shall be deemed significant when the total cost exceeds $100,000.00 or otherwise interferes with or has the potential to interfere with Lessor facilities or operations.

M. In the event Lessee installs underground utilities, Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along any new utility trenches installed by Lessee which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.

B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a

material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.

C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.

D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.09 COVENANTS (ENVIRONMENTAL)

Lessee shall cause each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;

(3) Provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this Article.

D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

The Lessee will cause each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority

A. Subject to the approval of the Lessor's Board of Commissioners, Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every tenth anniversary, as opposed to every fifth anniversary of the execution of this Lease and submit the written report to the Lessor within 90 days after each tenth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report that determines the possible presence of Hazardous Materials contamination on the Demised Premises in violation of Environmental Laws, Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises in violation of Environmental Laws, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. In the event of a breach by Lessee of the environmental covenants set forth in Section 10.09, Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.

B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease to the extent any buildings constructed by Lessee on the Demised Premises contain asbestos materials.

C. Capacitators, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.

D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor, at its cost and expense, shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.

E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void upon one hundred eighty (180) days prior notice to Lessee and Lessee's approved leasehold mortgagee; provided, the exercise of such termination option shall be null and if the remediation is performed (or is diligently being pursued) prior to the expiration of such 180 day period.

F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:

(1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;

(2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

(3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;

(4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials

(5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and

(6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and

Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to the Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) the Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and the Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as the Lessor, in its sole discretion, determines is necessary to protect its interests; provided, any such entry onto the Premises pursuant to this paragraph shall be performed in a manner to minimize any disruption to the conduct of the businesses operating on the Demised Premises.

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

_____
Jacqueline Torres, Clerk

VILLAGE OF CRESTWOOD

By: _____

Title: Mayor, Louis Presta

ATTEST

By: _____

Title: Village Clerk, Catherine Johnson

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that Louis Presta (name), personally known to me to be the Mayor (title), of Village of Crestwood (village/town/city), a municipal corporation, and Catherine Johnson (name), personally known to me to be the Village Clerk (title) of said municipal corporation and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor (title) and Village Clerk (title cont'd.) of said corporation, duly executed said instrument in behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, A.D. 20 17.

Peggy A. Carlson
Notary Public

My Commission expires:

12/20/2019

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Brenda F. Holmes Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th *day of* September *A.D. 20* 17.

Notary Public

My Commission expires:

3/30/18

BRENDA F. HOLMES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 30, 2018

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, being Commissioners and Executive Director of the Metropolitan Water Reclamation District of Greater Chicago, being first duly sworn upon oath, individually deposes and says that he/she is not and has not been a party to any collusive agreement with the Lessee or Lessees of the Premises described herein.

President Mariyana T. Spyropoulos

Vice President Barbara J. McGowan

Chairman Committee on Finance
Frank Avila

Commissioner Timothy Bradford

Commissioner Martin J. Durkan

Commissioner Josina Morita

Commissioner Debra Shore

Commissioner Karl K. Steele

Commissioner David J. Walsh

Executive Director

SUBSCRIBED AND SWORN to before me this 12th day of September, 2017.

Notary Public

BRENDA F. HOLMES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 30, 2018

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

LESSEE'S NON-COLLUSION AFFIDAVIT

Louis Presta _, the Village of Crestwood Mayor, Catherine M. Johnson and The Village of Crestwood Village Clerk, Lessee in the above and foregoing Lease, being first duly sworn on oath depose and say that they are the Mayor and Village Clerk respectively of Lessee hereunder, and that neither they nor any agent of Lessee have been a party to any collusive agreement with Lessor hereunder or with Lessor's Commissioners, Executive Director or officers with respect to the leasing of the Demised Premises which are the subject of the above and foregoing Lease.

Louis Presta, Mayor

Catherine M. Johnson, Village Clerk

SUBSCRIBED AND SWORN to before me this 29th day of August, 2017.

Notary Public

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Acting General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee ✓

Insurance ✓

Bond N/A

EXHIBIT "A"

PLAT OF SURVEY CONTAINING LEGAL DESCRIPTION

Leased Premises = 7.61609 acres (riparian area not included)

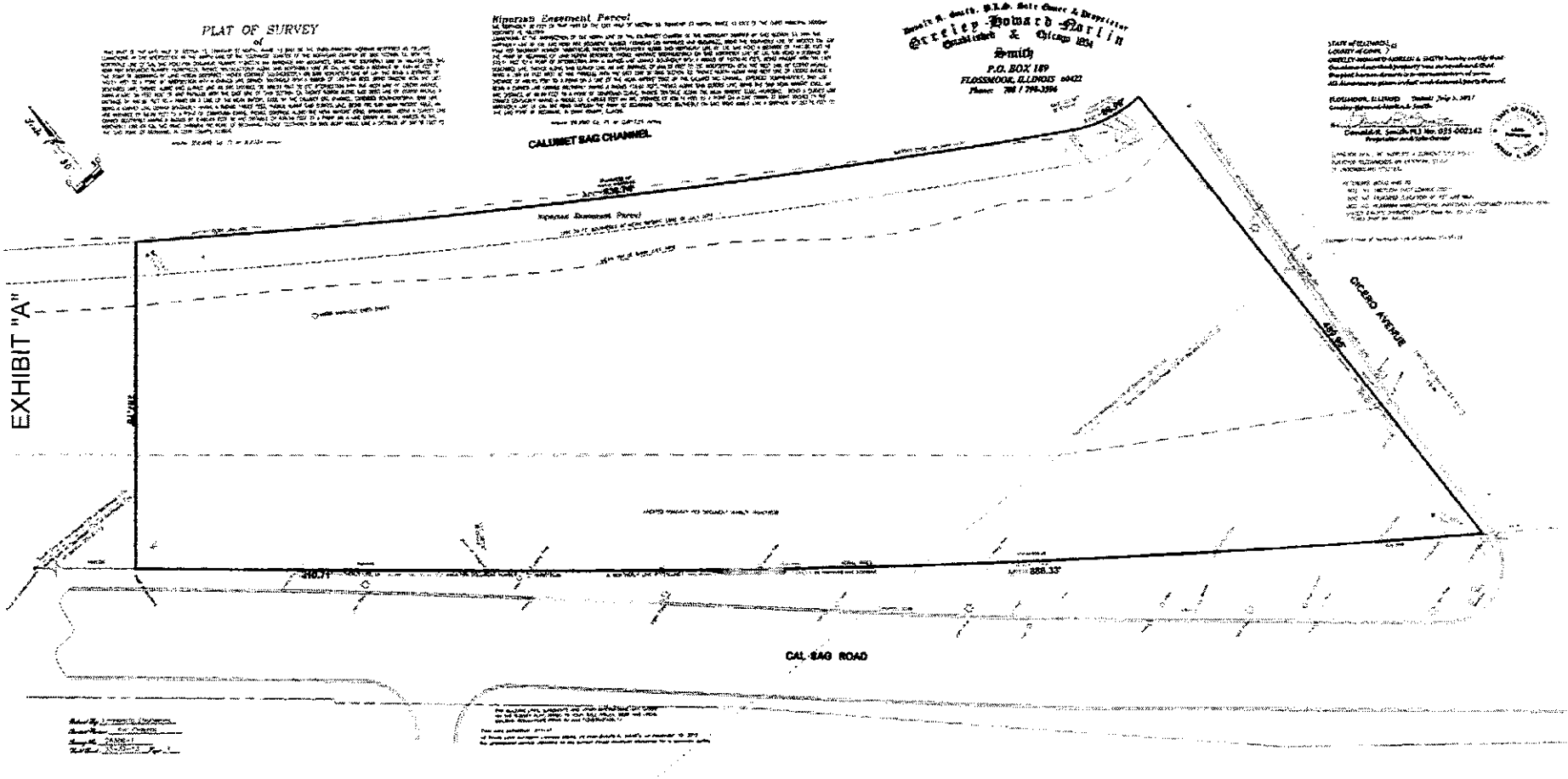

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 1441.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 310.71 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE CONVEX SOUTHERLY WITH A RADIUS OF 10776.40 FEET, BEING TANGENT WITH THE LAST DESCRIBED LINE; THENCE ALONG SAID CURVED LINE AN ARC DISTANCE OF 888.33 FEET TO ITS' INTERSECTION WITH THE WEST LINE OF CICERO AVENUE, BEING A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE NORTH ALONG SAID WEST LINE OF CICERO AVENUE A DISTANCE OF 489.95 FEET TO A POINT ON A LINE OF THE MEAN WATERS' EDGE OF THE CALUMET SAG CHANNEL, EXTENDED SOUTHEASTERLY, SAID LINE BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS 118.02 FEET; THENCE ALONG SAID CURVED LINE, BEING THE SAID MEAN WATERS' EDGE, AN ARC DISTANCE OF 66.99 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUE ALONG THE MEAN WATERS' EDGE, AFORESAID, BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 8,488.63 FEET AN ARC DISTANCE OF 838.74 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF CAL SAG ROAD THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID RIGHT ANGLE LINE A DISTANCE OF 287.76 FEET TO THE SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RESOLUTION NO. 1099-18

VILLAGE OF CRESTWOOD

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CRESTWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO TO PERMIT THE REMOVAL OF DIRT ROCK AND SPOILS FROM THE DISTRICT PROPERTY ADJOINING THE CAL SAG CHANNEL

WHEREAS, the Village of Crestwood (the "Village") is a Non-Home Rule Village located in the County of Cook, State of Illinois; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the "MWRD") has proposed to provide an Intergovernmental Agreement providing for the issuance of an extension of the Permit to the Village to remove dirt, rocks and spoils from the MWRD Cal Sag Property; and

WHEREAS, the property is located in the Village Redevelopment Area of the Village's Route 83 Tax Increment Financing District; and

WHEREAS, the Village has examined, discussed and reviewed the Intergovernmental Agreement and deems it fair and equitable and recommends the signing of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Crestwood, Illinois as follows:

1. That the Intergovernmental Agreement negotiated by the Village and MWRD, labeled Permit Extension Agreement (the "Agreement"), attached hereto as Exhibit A, is hereby approved by the Board of Trustees of the Village of Crestwood.

2. That the Mayor, on behalf of the Village, is hereby authorized and directed to execute the Agreement and any other documents necessary to effectuate the Agreement and the intent of this Resolution.

3. That the Village Clerk, on behalf of the Village, is hereby authorized and directed to attest to, countersign and affix the seal of the Village to all such documents as are deemed necessary to effectuate the Agreement and the intent of this Resolution.

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

PASSED AND ADOPTED this 17th day of May, 2018.

VILLAGE OF CRESTWOOD

Louis Presta, Mayor

ATTEST:

Catherine M. Johnson, Village Clerk

EXHIBIT A

Village of Crestwood
Rev. 4/25/18
18-NHB-011
P-593

PERMIT EXTENSION AGREEMENT

THIS PERMIT EXTENSION AGREEMENT, made this 3rd day of May, 2018, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic, organized and existing under the laws of the State of Illinois, hereinafter called "District", and the VILLAGE OF CRESTWOOD, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter called "Permittee."

WITNESSETH:

WHEREAS, on April 6, 2017, the District issued a General Permit for a nominal fee of $10.00 granting Permittee the right to use certain District real estate located West of Cicero Avenue and South of the Cal-Sag Channel in Crestwood, Illinois and known as Cal-Sag Channel Parcel 11.04 ("Permit Premises") for the exclusive purposes of removing excess soil, rock, spoil and overburden from the Permit Premises, and to bring the Permit Premises to grade level ("grade" under the General Permit means curb level, plus or minus six (6) inches) and for no other purpose whatsoever, for the period commencing May 31, 2017, and expiring May 30, 2018;

WHEREAS, Permittee has requested that the General Permit be extended for a period of one (1) year to May 30, 2019; and

WHEREAS, the District is willing to extend the General Permit to May 30, 2019, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the payment of TEN and NO/100 DOLLARS ($10.00) by Permittee to the District, the mutual covenants and agreements of the District and Permittee and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Permittee hereby agree as follows:

1. All of the foregoing recitals, which constitute the factual basis for this transaction, are incorporated by reference herein and made a part hereof.

2. The terms and conditions of the General Permit dated April 6, 2017 issued by the District to Permittee with respect to the Permit Premises for the period commencing May 31, 2017, and expiring May 30, 2018, is incorporated by reference herein and made a part hereof as though set forth in full.

3. The expiration date of said General Permit is hereby extended from May 30, 2018 to May 30, 2019, at which time all rights of Permittee hereunder and by virtue of said General Permit shall cease and terminate.

4. All terms and conditions of the General Permit shall remain in full force and effect during this extension period, except those covenants in the General Permit that survive the General Permit's expiration, which Permittee hereby agrees to honor.

5. Permittee shall take all necessary steps to ensure that any activities permitted under the General Permit shall not damage any District facilities located on the Permit Premises and shall provide the District with 24-hour access to said facilities during the term of the General Permit, as extended hereunder.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be executed in triplicate by their duly authorized officers, duly attested, and their corporate seals to be hereunder affixed.

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

By:_____
Frank Avila
Chairman, Committee on Finance

ATTEST:

_____
Jacqueline Torres, Clerk

VILLAGE OF CRESTWOOD

By: _____

Title: Mayor

ATTEST:

By: Patricia M Jodon

Title: Village Clerk.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I,_____, a Notary Public in and for said County,
(Name)

in the State aforesaid, DO HEREBY CERTIFY that _____,
(Name)

personally known to me to be the _____ of
(Title)

_____, and that
(Organization Name),

_____, personally known to me to be the
(Name)

_____ of said organization are the same persons
(Title)

whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such representatives of said organization, duly executed said instrument on behalf of said organization and to authority given as their free and voluntary act and as the free and voluntary act and deed of said organization for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 2018.

_____
Notary Public

My Commission expires:

_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Chairman of the Committee on Finance and said Clerk duly executed said instrument on behalf of the Metropolitan Water Reclamation District of Greater Chicago and caused the corporate seal to be affixed thereto pursuant to the authority given by the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, as their free and voluntary act and as the free and voluntary act and deed of the Metropolitan Water Reclamation District of Greater Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 2018.

_____
Notary Public

My Commission expires:

_____

MWRDGC Jurat

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee: _____

Insurance: _____

Bond: N/A

RESOLUTION NUMBER 1110-18

VILLAGE OF CRESTWOOD

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CRESTWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO TO EXTEND PERMIT FOR THE REMOVAL OF DIRT ROCK AND SPOILS FROM THE DISTRICT PROPERTY ADJOINING THE CAL SAG CHANNEL

WHEREAS, the Village of Crestwood (the "Village") is a non-home rule Village located in the County of Cook, State of Illinois; and

WHEREAS, the Village and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRD"), have previously entered into an Intergovernmental Agreement in the form of a Permit to use approximately 41.22 acres of real estate, owned by the MWRD located south of the Cal-sag Channel between Cicero Avenue and Kostner Avenue in Crestwood, Illinois, known as Cal-Sag Parcel 12.05; and

WHEREAS, the MWRD has proposed to provide an Intergovernmental Agreement providing for the renewal for a two year period to December 31, 2020, of a Permit to the Village to remove dirt, rocks and spoils from the MWRD Cal Sag Property as more fully described on Exhibit A; and

WHEREAS, the property is located in the Village Redevelopment Area of the Village's Route 83 Tax Increment Financing District; and

WHEREAS, the Village has examined, discussed and reviewed the Intergovernmental

Agreement and deems it fair and equitable and recommends the signing of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Crestwood, Illinois as follows:

1. That the Intergovernmental Agreement negotiated by the Village and MWRD, labeled for extension of the Permit relating to Parcel 12.05 is hereby approved by the Board of Trustees of the Village of Crestwood.

2. That the Mayor and Clerk are authorized to sign said Agreement and any other documents necessary for the effectuation of said Agreement.

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

PASSED AND ADOPTED this 15th day of November, 2018.

VILLAGE OF CRESTWOOD

Louis Presta, Mayor

ATTEST:

Catherine M. Johnson, Village Clerk

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

BOARD OF COMMISSIONERS
Mariyana T. Spyropoulos
President
Barbara J. McGowan
Vice President
Frank Avila
Chairman of Finance
Ken Dunkin
Martin J. Durkan
Josina Morita
Debra Shore
Karl K. Steele
David J. Walsh

Susan T. Morakalis
General Counsel
312.751.6557 f: 312.751.6598
morakalis@mwrd.org

December 12, 2018

By First Class U.S. Mail
and Email to: dsosin@sosinarnold.com

Mr. David B. Sosin
Sosin, Arnold & Schoenbeck Ltd.
9501 West 144th Place, Suite 205
Orland Park, Illinois 60462-2563

Re: Executed Permit Extension Agreement issued by the Metropolitan Water Reclamation District of Greater Chicago ("District") to the Village of Crestwood for continued use of approximately 41.22 acres of District real estate located south of the Cal-Sag Channel between Cicero and Kostner Avenues, known as Cal-Sag Channel Parcel 12.05; Permit No. P-558; File No. 18-PS-003/NHB

Dear Mr. Sosin:

Enclosed for your records is a fully executed two (2) year Permit Extension Agreement granting the Village of Crestwood continued use of the subject property to remove excess soil, rock, spoil and overburden and to bring the premises to grade level.

If you have any questions regarding this matter, please contact Nina Brody, Legal Assistant, at (312) 751-6582, or by email at brodyn@mwrd.org.

Sincerely yours,

Christopher M. Murray
Head Assistant Attorney

CMM:nhb
Attachment

Village of Crestwood
Rev. 10/26/18
18-PS-003/NHB
P-558

PERMIT EXTENSION AGREEMENT

THIS PERMIT EXTENSION AGREEMENT, made this 1st day of November, 2018, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, hereinafter called "District", and the VILLAGE OF CRESTWOOD, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter called "Permittee."

W I T N E S S E T H:

WHEREAS, on November 6, 2014, the District issued a General Permit for a nominal fee of $10.00 granting Permittee the right to use certain District real estate comprising approximately 41.22 acres located south of the Cal-Sag Channel between Cicero Avenue and Kostner Avenue in Crestwood, Illinois and known as Cal-Sag Channel Parcel 12.05 ("Permit Premises") for the exclusive purposes of removing excess soil, rock, spoil and overburden from the Permit Premises and to bring the Permit Premises to grade level ("grade" under the General Permit means curb level, plus or minus six (6) inches) and for no other purpose whatsoever for the period commencing January 1, 2015, and expiring December 31, 2016;

WHEREAS, on April 21, 2016, the General Permit was extended two (2) years to December 31, 2018;

WHEREAS, Permittee has requested that the General Permit be extended an additional two (2) years to December 31, 2020; and

WHEREAS, the District is willing to extend the General Permit to December 31, 2020, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the payment of TEN and NO/100 DOLLARS ($10.00) by Permittee to the District, the mutual covenants and agreements of the District and Permittee and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Permittee hereby agree as follows:

1. All of the foregoing recitals, which constitute the factual basis for this transaction, are incorporated by reference herein and made a part hereof.

2. The terms and conditions of said General Permit are incorporated by reference herein and made a part hereof as though set forth in full.

3. The expiration date of said General Permit is hereby extended from December 31, 2018, to December 31, 2020, at which time all rights of

Permittee hereunder and by virtue of said General Permit shall cease and terminate.

4. Permittee shall take all necessary steps to ensure that any activities permitted under the General Permit shall not damage any District facilities located on the Permit Premises or interfere with the District's access thereto.

5. All terms and conditions of the General Permit shall remain in full force and effect during this extension period, except those covenants in the General Permit that survive the General Permit's expiration, which Permittee hereby agrees to honor.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be executed in triplicate by their duly authorized officers, duly attested, and their corporate seals to be hereunder affixed.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: _____
Frank Avila
Chairman, Committee on Finance

ATTEST:

_____
Jacqueline Torres, Clerk

VILLAGE OF CRESTWOOD

By: _____

Title: Mayor

ATTEST:

By: _____

Title: Village Clerk.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Susan M. Fors (Name), a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louis Presta (Name), personally known to me to be the Mayor (Title) of the Village of Crestwood (Organization Name), a municipal corporation, and that Catherine M. Johnson (Name of Attester), personally known to me to be the Village Clerk (Title) of said organization, are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor (Title) and Village Clerk (Title) of said organization, duly executed said instrument on behalf of said organization and by authority given as their free and voluntary act and as the free and voluntary act and deed of said organization for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of November, A.D. 2018.

OFFICIAL SEAL
SUSAN M FORS Notary Public
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jun 17, 2020

Susan M. Fors

My Commission expires:

June 17, 2020

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Michelle M Valdez Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Chairman of the Committee on Finance and said Clerk duly executed said instrument on behalf of the Metropolitan Water Reclamation District of Greater Chicago and caused the corporate seal to be affixed thereto pursuant to the authority given by the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, as their free and voluntary act and as the free and voluntary act and deed of the Metropolitan Water Reclamation District of Greater Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Dec, A.D. 2018.

M. Valdez
Notary Public

My Commission expires:

5/22/22

MICHELLE M VALDEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 22, 2022

MWRDGC Jurat

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee: ✓

Insurance: ✓

Bond: N/A

952-19

DOCUMENT PREPARED BY AND AFTER RECORDING, RETURN TO:

Metropolitan Water Reclamation District
Of Greater Chicago
Law Department/Real Estate Division
100 E. Erie St.
Chicago, IL 60611
Attn: Chris Murray

P.I.N.s:
24-33-200-003-0000 (portion)
24-33-202-004-0000 (portion)
24-33-202-005-0000 (portion)

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LEASE AGREEMENT

(Commercial Form)

THIS INDENTURE ("Lease") is made this 15th day of November, 2018, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and the VILLAGE OF CRESTWOOD, an Illinois municipal agency with principal offices at 13840 S. Cicero Avenue, Crestwood, Illinois 60445 (hereinafter designated the "Lessee").

WITNESSETH THAT:

ARTICLE ONE

1.01 PREMISES LEASED

Lessor, for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the premises legally described and depicted in the plat of survey in Exhibit "A" which is attached hereto and made a part hereof, located west of Cicero Avenue and south of the Cal-Sag Channel in Crestwood, Cook County, Illinois and known as Cal-Sag Channel Parcel 11.04 (western and middle portions) for those purposes as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c, comprising 8.61 acres of vacant real estate. An aerial photograph generally depicting the Demised Premises is attached hereto and made a part hereof as Exhibit "B".

For the purposes of this Lease, the terms "Leased Premises", "Leasehold Premises", "Demised Premises", "Premises", or similar terms may be used interchangeably, and shall be used

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synonymously to mean the real property which is the subject hereof and any improvements located thereon at the time of leasing or placed thereon by Lessee during the term of this Lease.

1.02 TERM OF LEASE

The term of this Lease is sixty (60) years, beginning on February 1, 2019, and ending on January 31, 2079, unless said term shall end sooner under the provisions hereof.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the Demised Premises and authority to execute this Lease, the size of the Demised Premises, the useable areas of the Demised Premises, and building and zoning laws affecting the Demised Premises. During the Due Diligence Period (as hereafter defined), Lessee shall (i) examine the title to the Demised Premises and Lessor's authority to enter into this Lease, the size of the Demised Premises and the useable areas of the Demised Premises, (ii) examine the building and zoning laws concerning the Demised Premises and obtain all required governmental approvals, including without limitation, the negotiation of a redevelopment agreement, (iii) obtain any required access and utility easements, and (iv) become satisfied that Lessee may construct the improvements which are hereinafter set forth in Paragraph 6.01 of this Lease and that said Lessee may use the Demised Premises in accordance with the uses set forth in Paragraph 3.07 of this Lease, subject to the following:

A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Paragraph 3.07 hereof or the construction set forth in Paragraph 6.01 hereof, Lessee agrees, at its own expense within a period of one (1) year of the date of this Lease (the "Due Diligence Period"), to take such action as may be necessary to obtain such zoning change and building permits.

B. If prior to the expiration of the Due Diligence Period, (i) Lessee is not able to obtain any required governmental approvals, or (ii) if Lessee elects not to proceed with this Lease for the Demised Premises for any reason in Lessee's sole discretion, Lessee may terminate this Lease by giving Lessor written notice thereof prior to 5:00 p.m. Central time on the last date of the Due Diligence Period, in which event this Lease will become null and void and Lessee and Lessor shall have no further obligations hereunder; provided, any rents paid by Lessee to Lessor hereunder prior to such termination shall not be refundable to Lessee.

C. In the event Lessee conducts or obtains a Phase I, Phase II or any other report or data on the environmental or other site conditions of the Demised Premises, then Lessee shall provide Lessor with a copy of all such reports and data.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Demised Premises herein leased, or any part thereof, the entire condemnation award shall be allocated and paid in accordance with applicable condemnation and/or eminent domain law; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Paragraph 3.07 hereof on the portion remaining impracticable in Lessee's sole reasonable discretion, Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

Lessee covenants and agrees, in consideration of the leasing of the Premises aforesaid, to pay to Lessor as rent for the said Demised Premises:

A. BASIC ANNUAL RENTAL PAYMENT: During the ten year period from February 1, 2019, through January 31, 2029, the annual rental shall be ONE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED SIXTY ONE and NO/100 ($169,861.00) Dollars per annum, payable in annual installments each, to be due on the anniversary date of the commencement date of this Lease throughout the term hereof with the first installment being due on the 1st day of February, 2019.* The annual rent for the first year shall be equal to 6% of the appraised fair market value of the fee simple estate of the land upon which the Demised Premises is located. The annual rent so established shall remain in force and effect for a period of ten (10) years, subject to adjustments as hereinafter provided. * **LESSEE HAS DEPOSITED $84,930.50 WITH LESSOR AS ITS BID DEPOSIT IN CONNECTION WITH THIS LEASE ON OCTOBER 16, 2018. LESSEE'S BID DEPOSIT SHALL BE APPLIED TOWARD ITS FIRST ANNUAL RENTAL PAYMENT IN THE AMOUNT OF $169,861.00 DUE FEBRUARY 1, 2019. LESSEE THEREFORE OWES $84,930.50 ON FEBRUARY 1, 2019, AS ITS REMAINING PORTION OF ITS ANNUAL RENTAL PAYMENT FOR THE PERIOD OF FEBRUARY 1, 2019 THROUGH JANUARY 31, 2020.**

B. TEN-YEAR PERIODIC RENTAL ADJUSTMENT: Reappraisal on each periodic ten-year anniversary following the effective date of this Lease, and every ten-year periodic anniversary thereafter shall be made. The fixed annual rental to be paid by Lessee to Lessor for the next ten-year period shall be adjusted and predetermined in accordance with the conclusions of a review of the fair market value of the fee simple estate upon which the Demised Premises are located (independent of the improvements constructed by Lessee on the property subsequent to the effective date of this Lease), in accordance with 70 ILCS 2605/8c (including a statutory cap on the fair market value) by not less than two (2) appraisals prepared by appraisers who are members of the

American Institute of Real Estate Appraisers or a similar equivalently recognized professional organization, which shall be procured and paid for by Lessee and delivered to Lessor. The annual rental payment for each following ten-year period will be increased or decreased, by multiplying the fair market value of the fee simple estate upon which the Demised Premises is located by the same percentage used to determine the annual rental payment for the first ten-year period. Lessor shall have the right to procure and pay for a third appraisal, which may be considered in determining the fair market value of the fee simple estate. The fair market value of the fee estate and the rental for the Demised Premises shall be established by the Board of Commissioners of Lessor. Such fair market value shall not be less than the lowest appraisal nor higher than the highest appraisal, including the appraisal if any, procured, by Lessor. The appraisals required of Lessee shall be made and dated within the last ninety (90) days of the ten-year period of this Lease which will be expiring. Said appraisals shall be delivered to Lessor not later than forty-five (45) days prior to the end of the ten-year period. In the event that fair market value and/or the annual rent for the next ten-year period has not been established by the Board of Commissioners of Lessor before the commencement of any new period, Lessee shall continue to pay the annual rent established for the last year of the prior ten-year period until such re-appraisal and decennial rent adjustment. (Annual rent adjustments shall also apply to any deferred decennial rent adjustment, which is not made in a timely manner). ALL TEN-YEAR PERIODIC ANNUAL RENT ADJUSTMENTS PURSUANT TO THIS SUBPARAGRAPH, WHEN EXECUTED SHALL BE MADE WITHOUT REGARD TO THE ANNUAL RENT IN EFFECT FOR THE LAST YEAR OF THE PRECEDING TEN-YEAR PERIOD. Upon the establishment of fair market value and the adjusted annual rental to be paid for that ten-year period, at any time later than the end of any period of this Lease, such fair market value and rent shall take effect as of the first (1st) day of the period; Lessee shall, within thirty (30) days, after notice, pay such additional rent as may be required if fair market value is higher than the previous period; if fair market value is lower than the previous period, Lessee shall be given credit to apply on the next rental payment when said payment is due.

(1) TEN-YEAR PERIODIC RENTAL ADJUSTMENT OF LEASEHOLDS CONSISTING OF IMPROVED (AT THE TIME OF LEASING) REAL ESTATE

Lessee and Lessor acknowledge and agree, at the commencement of this Lease, the Demised Premises consists of raw land with no improvements, and all decennial reappraisals of the Demised Premises for the purpose of making a decennial rental adjustment shall be appraised as unimproved except for existing utilities, if any, and "as-is" and "as-found."

C. All annual rental payments required to be made by Lessee hereunder, shall be paid in annual installments, in advance, to be due on the anniversary of the commencement date of this Lease throughout the term of this Lease.

D. INTERIM ANNUAL RENTAL PAYMENT ADJUSTMENTS. On the first-

through ninth-year anniversary of the effective date of this Lease, and the first to ninth-year anniversary of a decennial rent adjustment, the annual rent to be paid by Lessee to Lessor shall be adjusted by multiplying the initial annual rental or the rental in effect for the previous one-year term (except for the one-year period following a decennial rent adjustment based on appraisals as set forth in Paragraph 2.01 Section (b) hereof by the percentage of change in the Consumer Price Index for the Chicago Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics, as established for the month of October immediately preceding the term of this Lease (in the case of the first annual rental adjustment hereunder) and every October thereafter during the term hereof. In the event the Consumer Price Index is discontinued, the Board of Commissioners of Lessor shall, in its sole discretion select and utilize any other economic activity index of the United States government which reasonably reflects economic activity in the Metropolitan Chicago Area. If the percentage of change in the CPI decreases to an amount less than zero for any given year, then the change will treated as zero percent for that year and in no event shall the annual rent decrease from the rental in effect for the previous one year term.

E. ADDITIONAL COMPENSATION -- (NON-RENT):

(1) Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, in the event gaming operations are conducted on the Demised Premises (subject to the prior written consent of Lessor), and regardless whether Lessee or its subtenants receive revenue from such gaming operations conducted on the Demised Premises, then Lessee shall pay in cash to Lessor _TBD*_ percent (__%) of the amount of any such revenues derived from such gaming operations, to the extent permitted by law. *To be determined and further approved by Lessor pursuant to a lease amendment in the event Lessee request to allow gaming on the leasehold.

Within sixty (60) days following each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the Excess Rent set forth in the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish certified copies of books and records necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

(2) Services: In the event Lessee is engaged in the business of solid waste disposal (whether on the Demised Premises or elsewhere), as additional consideration for the granting of this Lease, Lessee covenants and agrees to collect from those facilities and installations of Lessor, as designated by Lessor's Executive Director, transport and dispose of 0 tons/cu. yds. of Lessor's solid waste, including, but not limited to dewatered sludge, grit,

screenings refuse, and other non-hazardous solid wastes, in a lawful manner, at Lessee's sole cost, risk, and expense.

NOTE: THE VALUE OF ADDITIONAL COMPENSATION REQUIRED TO BE PAID FOR SERVICES PERFORMED BY LESSEE PURSUANT TO THIS SUBPARAGRAPH E SHALL NOT BE CONSIDERED IN DETERMINING THE HIGHEST RESPONSIBLE BIDDER FOR LEASE AWARD PURPOSES.

F. In addition, Lessee shall pay all legal costs incurred by Lessor in collecting any arrearage in rent including, but not limited, to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises owned by Lessee or that may at any time be erected, placed, or put on the Demised Premises by Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible

detainer, or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by Lessor or its agent or attorneys to Lessee in the manner hereinafter provided, or in case Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof (or such longer period as may be necessary to cure a non-monetary default so long as Lessee is diligently and in good faith pursuing such cure) and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (or such longer period, as the case may be) after the giving of said notice to declare said term ended, with process of law, to re-enter, to expel, remove, and put out Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary and lawful in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of Lessor, its successors or assigns, or in any other way, Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Premises and property peaceably to Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if Lessee or the successors or assigns of Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on a cash basis on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the Demised Premises are to be used by said Lessee for mixed use commercial development and for no other purposes whatsoever, subject to the restrictions set forth in Paragraph 3.08 below.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form (excluding video gaming so long as Lessee obtains all required governmental licenses, permits and approvals including the approval of Lessor's Board of Commissioners which consent may be subject to sharing in a % of revenues derived), or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge, and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited unless otherwise approved by Lessor's Board of Commissioners.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises including aboveground and belowground storage tanks and restore the Demised Premises to its same condition as of the effective date of this Lease as described in the environmental report described on attached Exhibit "C"; provided, to the extent Lessee causes any contamination of the Demised Premises with Hazardous Materials (as defined in Article Ten herein), Lessee agrees to restore the Demised Premises to TACO Tier 1 Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of this Lease. However, Lessee shall not be responsible to remediate any pre-existing environmental contamination on the Demised Premises that pre-date the

commencement date of this Lease. Notwithstanding the foregoing sentence, Lessor shall not be liable for any incremental costs that Lessee incurs or sustains as a result of excavating and removing or otherwise remediating any environmental contamination on the Demised Premises while making any site improvements, excavating any areas of the site for development or otherwise improving the Demised Premises. Lessee agrees to remove any and all asbestos contained on Demised Premises, prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. One-hundred-twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on the Demised Premises shall be demolished. Lessee will, within ninety (90) days following receipt of written notice from Lessor given within the foregoing one hundred twenty (120) day period, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to timely demolish the improvements after the foregoing notices from Lessor, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

Lessee covenants and agrees that if Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of Lessee, no such waiver shall release Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by Lessor as aforesaid; and Lessee covenants and agrees that if Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in terms specifically waived; and Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by Lessee of the same or any other obligation; and Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of Lessor to require prompt payment of the rent in this Lease and that neither acceptance by Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

Lessee agrees that the various rights and remedies of Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of Lessee, or failure of Lessee to perform and carry

out, all of the provisions in this Lease provided to be performed and carried out by Lessee.

3.12 RIGHT TO MORTGAGE LEASEHOLD PREMISES INTEREST

A. Lessee (and any sublessee) is hereby expressly given the right at any time and from time to time, to mortgage its leasehold interest in the Demised Premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of Lessor therein and the interest of Lessor in any improvements which may be placed on the Demised Premises by Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not be personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Lease. Notwithstanding anything in this Lease to the contrary:

(i) Lessor will give, as a courtesy, any such mortgagee or holder of such indebtedness simultaneously with service on Lessee, a duplicate of any and all notices of default given by Lessor to Lessee. Such notices shall be given in the manner and shall be subject to the terms of the notice provisions of this Lease. Lessee shall provide Lessor with the current mortgagee's contact information.

(ii) The mortgagee or holder of such indebtedness shall have the right to perform any of Lessee's covenants under this Lease and to cure any default of Lessee pursuant to the terms of this Lease within the same time periods afforded Lessee after notice of such default, and, if the mortgagee or holder of such indebtedness cures all other defaults, this Lease shall remain in full force and effect.

B. DEMISED PREMISES MORTGAGEE - TAX ESCROW: If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to Paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have

been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR AND RECORDING OF LEASE WITH THE RECORDER OF DEEDS

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises are situated, either a copy of this Lease or a Memorandum of Lease and take such steps as Lessee determines necessary to subject the interest of Lessee to general real estate taxation and will record a Memorandum of Lease in the form attached hereto as Exhibit "D" with the Recorder of Deeds of the county in which the Demised Premises are situated.

3.14 NO NUISANCE PERMITTED

Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, Lessee and/or Lessee's use of the Demised Premises.

ARTICLE FOUR

4.01 INDEMNIFICATION

Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless Lessor, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction,

installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal purposes. In case any action, suit or suits shall be commenced against Lessor growing out of any such claim, loss, damage, cost or expense, Lessor may give written notice of the same to Lessee, and thereafter Lessee shall attend to the defense of the same and save and keep harmless Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

Lessee agrees to indemnify, save and keep harmless Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

Lessee, prior to entering upon the Demised Premises and using the same for the purposes for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which Lessor, its Commissioners, officers, agents, and employees are a named insured and upon construction of any improvements, shall procure, maintain and keep (or cause to be procured, maintained or kept by any sublessee) fire and extended coverage and all risk property insurance from a company to be approved by Lessor. ("CLAIMS MADE" policies are unacceptable). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than $4,000,000.00 per occurrence
and

ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than $4,000,000.00 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of driveway, parking lot and other common area improvements located on the premises (specifically excluding buildings and other improvements which shall be insured by Lessee's sublessees)

Prior to entering upon said Demised Premises, Lessee shall furnish to Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of

the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall (to the extent available from the applicable insurer) provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Lessor. Lessee shall have the right to maintain any insurance required hereunder under a blanket policy, provided that the amount of the total insurance available shall be at least the protection equivalent to separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the provisions of this Paragraph. The provisions of this paragraph shall in no way limit the liability of Lessor as set forth in the provisions of 4.01 above.

4.04 INSURANCE ON IMPROVEMENTS

Lessee (or its sublessees) shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's (or its sublessee's) own expense at all times during the term of this Lease.

4.05 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) Lessee (or its applicable sublessee) shall in its sole discretion, within one year from such destruction or damage, either (a) repair, restore or rebuild the same, or (b) demolish same and place the applicable area within a safe condition in compliance with all applicable governmental laws, codes and ordinances. In the event Lessee demolishes same under (b), then Lessee shall remove and dispose of offsite all such debris, ruble, material, buildings or improvements destroyed from the Leasehold Premises. Additionally, Lessee shall pay or otherwise cause to be released any and all mechanic's liens that may exist relating to the Leasehold Premises.

4.06 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements

4.07 SECURITY DEPOSIT

Lessee as further consideration for the granting of this Lease, agrees that in addition to the payment of any rents hereinabove required, and to further secure the performance by it of all of the covenants herein contained, shall deposit with Lessor, prior to its occupancy of the Demised Premises a sum of money equal to two (2) months' rent ($28,310.17). Said security deposit shall be returned to Lessee upon its satisfactory performance of all the covenants and conditions herein contained. Provided, however, in the event of a default in the performance of any such covenant by Lessee, Lessor shall use said security deposit to satisfy and discharge any such covenant. Any unused portion of said security deposit shall be returned to Lessee within one hundred eighty (180) days following the termination or expiration of this Lease. Said security deposit shall be

maintained at no less than its initial funded balance at all times during the term of the Lease.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

A. Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative during the Due Diligence Period, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.

B. Lessee expressly agrees that within an area delineated by a line parallel with and 50 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in Lessee's approved development plans for the Demised Premises, Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.

C. Lessee expressly understands and agrees that Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities; provided, if feasible and upon Lessor's sole discretion Lessor agrees that it shall not unreasonably withhold, delay or condition its consent to Lessee's relocation of any such facilities at Lessee's sole cost and expense.

D. Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Lessor's Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. The District's Calumet 18D (Extension B) and Cal-Sag Relief Interceptor Sewers run through a

portion of the Demised Premises. Sheets 20-23 of Cal-Sag Relief, Contract 70-232-2S, are attached hereto as Exhibit "E". Lessee shall not obstruct Lessor's access to its infrastructure located on the Demised Premises at any time and shall take all necessary steps to avoid damaging such infrastructure in any way. Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's and its sublessee's use of the Demised Premises.

It is expressly understood that no blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

From and after the construction of the initial improvements and buildings on the Demised Premises which have been approved by Lessor, it is expressly understood and agreed by Lessee that no additional buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto without obtaining Lessor's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned.

E. It is expressly understood and agreed that Lessor shall not be liable to Lessee for any loss, cost or expense which Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of Lessor located on the Demised Premises, or by any other work which Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

F. Lessor (or any other applicable governmental agency with the power of eminent domain) may be entitled to relocate or remove the improvements existing or constructed upon the Demised Premises, in the event of a condemnation action successfully conducted pursuant to Paragraph 1.04 hereof as a result of the following instances:

(1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency pursuant to a condemnation action; or

(2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements pursuant to a condemnation action; or

(3) In the event that said relocation or removal is required for the corporate purposes of the District pursuant to a condemnation action.

Such relocation or removal shall be diligently prosecuted to the conclusion following the applicable condemnation action.

G. If any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto in the event of a condemnation action successfully conducted pursuant to Paragraph 1.04, then in such event, it is understood and agreed by the parties hereto, that Lessee shall surrender possession of such part of the Demised Premises that may be so required.

H. Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon no less than ninety (90) days prior written notice given by Lessor to Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other apparatus, and water control equipment as may be needed for the corporate purposes of Lessor upon, under, and across unimproved portions of the Demised Premises. Any such construction shall be located and performed by Lessor at its cost and expense in a manner so as to cause the least interference with any equipment, or improvements, that Lessee may then have on the Demised Premises or the conduct of business on the Demised Premises.

I. Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.

J. It is agreed by and between the parties hereto that Lessee shall submit to the Executive Director of Lessor for his approval, including but not limited to Lessor's Watershed Management Ordinance (which approval shall not be unreasonably withheld, delayed or conditioned), the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.

K. Lessor reserves to itself the right of access to the Channel as well as right of access to the Demised Premises for inspection by Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of Lessor may deem necessary, so long as any such access causes the least interference with

any equipment, or improvements, that Lessee may then have on the Demised Premises or the conduct of business on the Demised Premises.

L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

Lessee shall submit to Lessor for its review and approval written plans detailing Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of Lessee's stormwater management plans shall be within the sole discretion of Lessor.

Lessee's plans shall provide for the separate collection of all roof water and surface run off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; provided, Lessor acknowledges that such collection facilities may be maintained offsite and used in common with parcels adjacent to the Demised Premises so long as such offsite collection facilities are approved by Lessor and are in compliance with Lessor's Watershed Maintenance Ordinance.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

Lessee agrees within three (3) years from the date hereof to improve the Demised Premises by the construction thereon of the infrastructure improvements necessary for the development of the Demised Premises for the Permitted Uses (e.g., grading, compaction, underground utilities, detention and storm water facilities) (hereinafter called "Improvements"), free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Executive Director of Lessor prior to commencement of construction, which approval shall not be unreasonably withheld, delayed or conditioned.

6.02 TIME OF CONSTRUCTION

Lessee shall obtain the required building permits for the Improvements from the Village of Crestwood and any other applicable government agency for the construction of the Improvements prior to the expiration of the Due Diligence Period. All of said Improvements shall be completed within three (3) years of the effective date of the Lease. In the event said Improvements are not completed or construction is not commenced as provided above, then Lessor may at its option terminate this Lease upon giving one hundred eighty (180) days' prior notice, in writing, to Lessee (and any leasehold mortgagee) within thirty (30) days following the expiration of such three (3) year period; provided, in the event Lessee completes the Improvements prior to the expiration of the one hundred eighty (180) day period, Lessor's exercise of its option to terminate shall be null

and void and this Lease shall continue in full force and effect.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements then existing upon the Demised Premises, if any, shall become and be the absolute property of Lessor and no compensation therefor shall be allowed or paid to Lessee except as stated in Article 3.09. Lessee shall surrender same in good and safe condition, reasonable wear and tear excepted, subject to the terms of Paragraph 4.06 hereof. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from Lessor to Lessee or Lessee to Lessor shall be personally served or mailed by nationally recognized overnight courier (e.g., Fed Ex) or by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to Lessee at:

Village of Crestwood
13840 S. Cicero Avenue
Crestwood, Illinois 60445
ATTN: Mayor
Ph: 708-371-4800
FAX: 708-371-4849

Or to Lessor at: Metropolitan Water Reclamation District of Greater Chicago
100 East Erie street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by Lessee that neither the right given in this Lease to Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by Lessee to perform and carry out any of the provisions of this Lease, as herein provided beyond applicable notice and cure periods, after notices as aforesaid. And Lessee, for itself and its assigns, hereby

waives its right to any notice from Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as otherwise provided herein or required by law.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, Lessor shall not be obligated to refund to Lessee any sums of money paid by Lessee to Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by Lessor as liquidated damages. Lessor shall only be required to obtain one judgment for the full amount of all such annual rent and additional rent due under this Lease and shall not be required to sue each month, or from time to time, therefor; provided that Lessee shall be required to pay such judgment, in installments, at the respective times such annual rent and additional rent would have become due under this Lease thereafter if this Lease had not then been terminated. Any monies collected shall be applied to payment of annual rent and additional rent due from Lessee to Lessor. Lessor shall use good faith efforts to mitigate its damages in the event of any Lessee default hereunder.

7.04 ABANDONMENT

Lessee shall be permitted to cease to operate any business thereon so long as Lessee is not in default under the terms of this Lease beyond applicable notice and cure periods.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that Lessee shall not sublet any part of Demised Premises to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity, nor shall Lessee have the right to assign this Lease, without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor hereby recognizes that Lessee's use of the Premises may be as a retail/commercial development that may consist of one or more subleases of the Premises and that the approval of such subleases is an integral party of the intended development of the Premises and that Lessor agrees to cooperate and work in good faith with Lessee to promptly review and approve any proposed sublessee of Lessee.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed assignment, or a sublease for a use other than the Permitted Uses and Lessor agrees to respond in writing with its approval or disapproval (and if disapproval, clearly set forth the reasons for such

disapproval) within twenty-one (21) days following Lessor's receipt of Lessee's request for approval (or 30 days following such request to the extent such request is received in the calendar months of July or August). Lessee shall identify the name and address of the proposed assignee and deliver to Lessor original or certified copies of the proposed assignment; a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to (i) assignment or (ii) sublease for a use that is not included in the Permitted Uses.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

A. The proposed activity of the assignee/sublessee does not conform with the terms of this Lease or policies established by Lessor.

B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.

C. There is an existing violation of or uncured default by Lessee with respect to the Lease.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by Lessee, Lessee will pay to Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the Demised Premises, fifteen percent (15%) of all value it receives from its assignee/sublessee for the use and occupancy of the Demised Premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold as a tract, if assigned.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of Lessee.

Any attempted sublease or assignment not in compliance with this Paragraph shall be void and without force and effect. Additionally, Lessor shall retain 100% of all sublease fees received by Lessor under any unauthorized sublease.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPLEAD THE METROPOLITAN WATER RECLAMATION DISTRICT IN REAL ESTATE LITIGATION

Lessee may, after notice in writing to Lessor, implead Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses, which Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, of Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by Lessee for the purpose of waterborne commerce. However, Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases Lessor will require Lessee to reestablish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the Demised Premises, provided, Lessor agrees to use commercially reasonable efforts not to interfere with the operation of any businesses on the Demised Premises.

Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. Lessee shall implement the beautification plan described in the attached Exhibit "F". Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing. The setback for the Waterway Strategy Resolution for this leasehold has been reduced to 30 feet wide.

8.05 TREE MITIGATION

A. No alterations, construction or maintenance work upon the premises involving any material change in the location, installation or construction of facilities, or

involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, Lessee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.

B. If the proper maintenance and operation of facilities or improvements on the Premises necessitates the removal of any trees on District property, Lessee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the premises, setting forth the number, location and species of trees to be removed.

C. Lessee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of trees on the Premises, or on alternate areas owned by the District as designated and approved in writing by the District.

D. Lessee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS AS OF THE EFFECTIVE DATE (WHICH IS NOT THE CASE UNDER THIS LEASE)

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

Lessee will keep the leasehold improvements existing as of the effective date of this Lease safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements existing as of the date of this Lease to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements existing as of the effective date of this Lease shall be made by Lessee without the prior written approval of Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within sixty (60) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibit "A" and the Memorandum of Lease, respectively, upon the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

(1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting,investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;

(2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and

(3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15

U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published hereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

(1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichioroethylene, urea formaldehyde and radon gas;

(2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;

(3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

(4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;

(5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;

(6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

(7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or

(8) any result of the mixing or addition of any of the substances described in this Subparagraph B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

(1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, ground waters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et m. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

(1) In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that the Demised Premises and improvements thereon, including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).

(2) In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Lease Agreement, Lessee indemnifies, exonerates, and holds Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and

expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of Lessee with respect to the violation of law which results in liability to Lessor, except as to conditions that exist on the Demised Premises prior to the effective date of this Lease.

B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, Lessee shall give immediate written notice of the same to Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, reasonable attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.

C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessee may seek recovery from any responsible third party

10.06 SITE RESTORATION/REMEDIATION BOND (ENVIRONMENTAL)

On or before the commencement of the last five-year period of the leasehold term hereunder, Lessee shall lodge with Lessor its Environmental Site Restoration/Remediation Bond in the sum of $10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to Lessee. Such account shall be drawable

only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by Lessee and documented as such at the time it is lodged with Lessor. Said Bond shall be in a form approved by Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

A. It has no knowledge of any pending or threatened:

(1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or

(2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.

B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.

F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic

or Hazardous Materials by any persons on the Demised Premises.

G. Except as disclosed on Exhibit (n/a) hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.

H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA. *(This provision applicable only to occupants/tenants seeking a new lease for the same property).

I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

J. Within 60 days after execution of the Lease, Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises other than retail, office, restaurants and lodging, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.

K. Upon request by Lessor, Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.

L. After the initial construction of all of the buildings on the Demised Premises, Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises (excluding interior building renovations or improvements), which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subparagraph (L), renovation shall be deemed significant when the total cost exceeds $100,000.00 or otherwise interferes with or has the potential to interfere with Lessor facilities or operations.

M. In the event Lessee installs underground utilities, Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along any new utility trenches installed by Lessee which have been backfilled with compacted granular materials in order to

minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.

B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.

C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.

D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.09 COVENANTS (ENVIRONMENTAL)

Lessee shall cause each of its respective subsidiaries, contractors, subcontractors, employees

and agents to:

A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;

(3) Provide notice to Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subparagraph (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.

C. Provide such information that Lessor may reasonably request from time to time to determine compliance by Lessee with this Article.

D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

Lessee will cause each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority

A. Subject to the approval of Lessor's Board of Commissioners, Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every tenth anniversary, as opposed to every fifth anniversary of the execution of this Lease and submit the written report to Lessor within 90 days after each tenth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report that determines the possible presence of Hazardous Materials contamination on the Demised Premises in violation of Environmental Laws, Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase

II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises in violation of Environmental Laws, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. In the event of a breach by Lessee of the environmental covenants set forth in Paragraph 10.09, Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.

B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease to the extent any buildings constructed by Lessee on the Demised Premises contain asbestos materials.

C. Capacitators, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.

D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor, at its cost and expense, shall have the right, but is not required to cause an independent environmental consultant, chosen by Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.

E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void upon one hundred eighty (180) days prior notice to Lessee and Lessee's approved leasehold mortgagee; provided, the exercise of such termination option shall be null and if the remediation is performed (or is diligently being pursued) prior to the expiration of such 180 day period.

F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:

(1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;

(2) The Demised Premises property and any improvements thereon

do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

(3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;

(4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials

(5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and

(6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as Lessor, in its sole discretion, determines is necessary to protect its interests; provided, any such entry onto the Premises pursuant to this paragraph shall be performed in a manner to minimize any disruption to the conduct of the businesses operating on the Demised Premises.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

_____
Jacqueline Torres, Clerk

VILLAGE OF CRESTWOOD

By: _____
Louis Presta
Mayor

ATTEST:

_____
Catherine M. Johnson, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Louis Presta, personally known to me to be the Mayor of the Village of Crestwood, a municipal corporation, and Catherine M. Johnson, personally known to me to be the Village Clerk of said municipal corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such representatives of said municipal corporation, duly executed said instrument on behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of February, A.D. 2019.

Peggy A. Carlson
Notary Public

My Commission expires:

12/20/2019

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tracy Ito Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, A.D. 20 19.

Tracy Ito
Notary Public

My Commission expires:

6/27/22

TRACY ITO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 27, 2022

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, being Commissioners and Executive Director of the Metropolitan Water Reclamation District of Greater Chicago, being first duly sworn upon oath, individually deposes and says that he/she is not and has not been a party to any collusive agreement with the Lessee or Lessees of the Premises described herein.

President Kari K. Steele

Vice President Barbara J. McGowan

Chairman Committee on Finance
Frank Avila

Commissioner Cameron Davis

Commissioner Kimberly Du Buclet

Commissioner Marcelino Garcia

Commissioner Josina Morita

Commissioner Debra Shore

Commissioner Mariyana T. Spyropoulos

Executive Director

SUBSCRIBED AND SWORN to
before me this 22nd day
of March, 2019.

Notary Public

TRACY ITO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 27, 2022

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

LESSEE'S NON-COLLUSION AFFIDAVIT

Louis Presta, the Mayor of the Village of Crestwood, and Catherine M. Johnson, the Village Clerk of the Village of Crestwood, Lessee in the above and foregoing Lease, being first duly sworn on oath deposes and says that they are the Mayor and Village Clerk respectively of Lessee hereunder, and that neither they nor any agent of Lessee have been a party to any collusive agreement with Lessor hereunder or with Lessor's Commissioners, Acting Executive Director or officers with respect to the leasing of the Demised Premises which are the subject of the above and foregoing Lease.

Louis Presta, Mayor

Catherine M. Johnson, Village Clerk

SUBSCRIBED AND SWORN to
before me this 8th day
of February, 2019.

Notary Public

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2019

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee ✓

Insurance ✓

Bond N/A

EXHIBIT "A"

PLAT OF SURVEY CONTAINING LEGAL DESCRIPTION

PLAT OF SURVEY
of

THAT PART OF THE WEST HALF OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER OCCUPIED NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026, THENCE NORTHERLY ALONG SAID CAL SAG ROAD A DISTANCE OF 114.67 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID LINE AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTHERLY ON THE SAID RIGHT ANGLE LINE A DISTANCE OF 261.60' TO THE MEAN WATERS' EDGE OF THE CALUMET SAG CHANNEL; THENCE NORTHEASTERLY ALONG THE SAID MEAN WATERS' EDGE A DISTANCE OF 798.42 FEET TO THE WEST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, AFORESAID; THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 332.00 FEET TO THE NORTHERLY EXTENSION OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510; THENCE SOUTHERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 589.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 180,541 Sq. Ft. or 4.1448 ACRES

Donald R. Smith, P.L.S. Sole Owner & Proprietor
Greeley-Howard-Norlin
Established & Chicago 1854
Smith
P.O. BOX 189
FLOSSMOOR, ILLINOIS 60422
Phone: 708 / 798-3596

CALUMET SAG CHANNEL

Riparian Easement Parcel

THE NORTHERLY 30 FEET OF THAT PART OF THE WEST HALF OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE NORTHERLY ALONG SAID CAL SAG ROAD A DISTANCE OF 114.67 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID LINE AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTHERLY ON THE SAID RIGHT ANGLE LINE A DISTANCE OF 261.60' TO THE MEAN WATERS' EDGE OF THE CALUMET SAG CHANNEL; THENCE NORTHEASTERLY ALONG THE SAID MEAN WATERS' EDGE A DISTANCE OF 798.42 FEET TO THE WEST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, AFORESAID; THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 332.00 FEET TO THE NORTHERLY EXTENSION OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510; THENCE SOUTHERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 589.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 23,590 Sq. Ft. or 0.5415S ACRES

Scale 1" = 80' 30' 0

798.42'

Riparian Easement Parcel
LINE 30 FT. SOUTHERLY OF MEAN WATER'S EDGE

TOP OF BANK

S1°17'21"E

West Line of East 1/2 of Section 33-37-13

332.00'

Fence

DITCH

30'

89°42'51"

261.60'

DITCH

Point of Beginning

Point of Commencement

90°

114.67'

South Line of Northwest 1/4 of Section 33-37-13

SOUTHERLY LINE OF CALUMET SAG ROAD PER VACATION DOCUMENT NUMBER 1609018026
NORTHERLY LINE OF CALUMET SAG ROAD PER DOCUMENT NUMBER 11240510 (as improved and occupied)

1235.35' Utility Pole

Utility Pole

Fence

AT&T Manhole

Retaining Wall

Bumper Rail

589.65'

Utility Pole

Utility Pole

Utility Pole

Light Pole

Manhole D

Light Pole

Manhole C

Light Pole

Bumper Rail

Utility Pole

ManholeC

DRAINAGE STRUCTURE

CAL SAG ROAD

STATE of ILLINOIS }
COUNTY of COOK } SS

GREELEY-HOWARD-NORLIN & SMITH hereby certify that the above described property was surveyed and that the plat hereon drawn is a representation of same. All dimensions given in feet and decimal parts thereof.

FLOSSMOOR, ILLINOIS Dated July 5, 2017
Greeley-Howard-Norlin & Smith

By: Donald R. Smith PLS No. 035-002182
Proprietor and Sole Owner

STATE OF ILLINOIS REGISTERED LAND SURVEYOR DONALD R. SMITH

SURVEYOR SHALL BE SUPPLIED A CURRENT TITLE POLICY
SURVEYOR RECOMMENDS AN EXTENSIVE STUDY
OF UNDERGROUND UTILITIES.

REFERENCE BEING HAD TO:
DOC. NO. 16171724 (VERY LEGIBLE COPY)
DOC. NO. 14763630 (LOCATION OF 12" GAS MAIN)
DOC. NO. 16309844 WMRD/PIPELINE AGREEMENT (PROPOSED EXPIRATION 1972)
UNITED STATES DISTRICT COURT Case No. 69 UC 1366
(Copy Shall be Supplied)

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY PLAT, REFER TO YOUR TITLE POLICY, DEED AND LOCAL BUILDING REGULATIONS PRIOR TO ANY CONSTRUCTION !!!

Field work completed 5-1-17

At which Land Surveyors Licenses expire, as done Donald R. Smith's, on November 30, 1918
This professional service conforms to the current Illinois minimum standards for a boundary survey.

Ordered By: Farnsworth Engineering
Contact Person: Ken Chastain
Survey No. 24203-4
Field Book: 33-37-13 Page 5

CAL-SAG INVEST PARCEL #4

PLAT OF SURVEY
of

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11243510 (AS IMPROVED AND OCCUPIED), BEING THE NORTHERLY LINE OF DOCUMENT NUMBER 11313295, ALSO BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 534.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 907.00 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLE TO SAID NORTHERLY LINE OF CAL SAG ROAD, AFORESAID, THENCE NORTHERLY ALONG SAID RIGHT ANGLE LINE A DISTANCE OF 287.76 FEET TO THE MEAN LINE OF WATERS' EDGE OF CALUMET SAG CHANNEL, SAID LINE BEING A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 8,488.53 FEET; THENCE WESTERLY ALONG SAID LINE AND ARC DISTANCE OF 574.86 FEET TO A POINT OF TANGENT TO THE AFORESAID CURVED LINE; THENCE ALONG THE MEAN WATERS' EDGE AND TANGENT TO THE SAID CURVED LINE A DISTANCE OF 332.67 FEET TO ANOTHER LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF CAL SAG ROAD THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID RIGHT ANGLE LINE A DISTANCE OF 264.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 245,390 Sq. Ft. or 5.6313 ACRES

Donald R. Smith, P.L.S. Sole Owner & Proprietor
Greeley-Howard-Norlin
Established & Chicago 1854
Smith
P.O. BOX 189
FLOSSMOOR, ILLINOIS 60422
Phone: 708 / 798-3596

Riparian Easement Parcel

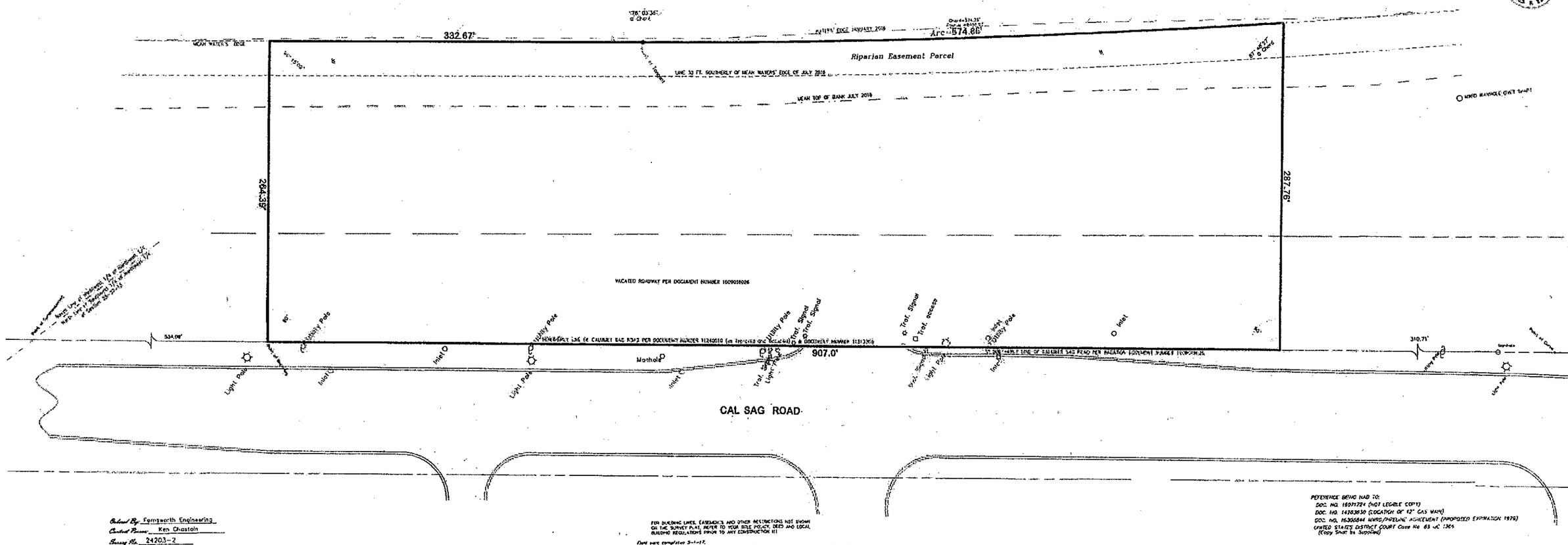
THE NORTHERLY 30 FEET OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, WITH THE NORTHERLY LINE OF CAL SAG ROAD PER DOCUMENT NUMBER 11240510 (AS IMPROVED AND OCCUPIED), BEING THE NORTHERLY LINE OF DOCUMENT NUMBER 11313295, ALSO BEING THE SOUTHERLY LINE OF VACATED CAL SAG ROAD PER DOCUMENT NUMBER 1609018026; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 534.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ON SAID NORTHERLY LINE OF CAL SAG ROAD A DISTANCE OF 907.00 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLE TO SAID NORTHERLY LINE OF CAL SAG ROAD, AFORESAID, THENCE NORTHERLY ALONG SAID RIGHT ANGLE LINE A DISTANCE OF 287.76 FEET TO THE MEAN LINE OF WATERS' EDGE OF CALUMET SAG CHANNEL, SAID LINE BEING A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 8,488.53 FEET; THENCE WESTERLY ALONG SAID LINE AND ARC DISTANCE OF 574.86 FEET TO A POINT OF TANGENT TO THE AFORESAID CURVED LINE; THENCE ALONG THE MEAN WATERS' EDGE AND TANGENT TO THE SAID CURVED LINE A DISTANCE OF 332.67 FEET TO ANOTHER LINE DRAWN AT RIGHT ANGLES TO THE NORTHERLY LINE OF CAL SAG ROAD THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID RIGHT ANGLE LINE A DISTANCE OF 264.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 27,233 Sq. Ft. or 0.6251B ACRES

STATE of ILLINOIS } ss
COUNTY of COOK }
GREELEY-HOWARD-NORLIN & SMITH hereby certify that the above described property was surveyed and that the plat hereon drawn is a representation of same. All dimensions given in feet and decimal parts thereof.

FLOSSMOOR, ILLINOIS Dated: July 5, 2017
Greeley-Howard-Norlin & Smith
By: Donald R. Smith
Donald R. Smith PLS No: 035-002182
Proprietor and Sole Owner

SURVEYOR SHALL BE SUPPLIED A CURRENT TITLE POLICY SURVEYOR RECOMMENDS AN EXTENSIVE STUDY OF UNDERGROUND UTILITIES.



Surveyed By: Farnsworth Engineering
Contact Person: Ken Chastain
Survey No. 24203-2
Field Book: 33-37-13 Page: E

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY PLAT, REFER TO YOUR TITLE POLICY, DEED AND LOCAL BUILDING REGULATIONS PRIOR TO ANY CONSTRUCTION !!!

Field work completed 5-1-17.
All Illinois Land Surveyors Licenses expire, in odd Calendar Yr. dates. Donald R. Smith's on November 30, 2018
This professional service conforms to the current Illinois minimum standards for a boundary survey.

REFERENCE BEING HAD TO:
DOC. NO. 16071724 (NOT LEGIBLE COPY)
DOC. NO. 14283830 (LOCATION OF 12" GAS MAIN)
DOC. NO. 16306844 WARD/PIPELINE AGREEMENT (PROPOSED EXPIRATION 1978)
UNITED STATES DISTRICT COURT Case No. 69 uC 1369
(Copy Shall Be Supplied)

CAL SAG WEST PARCEL sht 2

EXHIBIT "B"

AERIAL PHOTOGRAPH

Cal-Sag Parcel 11.04
Public Leasehold
Eastern 7 Acre Leasehold
Cal Sag Rd
Calumet Sag Channel
W 127th St
S Cicero Ave
W 128th St
W 126th St
S Lavergne Ave
S La Crosse Ave
W Eagle Rd
S Spencer St
S McDaniels Ct
McDaniels St
Riverforest Dr
E Rivervield Ct
E Rivervield Dr
Model Ct

EXHIBIT "C"

PHASE II ENVIRONMENTAL ASSESSMENT REPORT (Paragraph 3.09)

[redacted]

December 19, 2016
File No. 81.0220493.02

Mark J. Leibrock, P.E.
Engineer of Site Remediation
Metropolitan Water Reclamation District of Greater Chicago
LASMA Visitor's Center
7601 South LaGrange Road
Willow Springs, IL 60480

Re: Phase II Limited Subsurface Investigation
CSCA Parcel 11.04
25-Acre Parcel Located Northwest of Cal Sag Road (IL Rt 83) and Cicero Avenue
Crestwood, Illinois

Dear Mr. Leibrock:

Huff & Huff, Inc. (H&H) has completed the Limited Subsurface Investigation (LSI) for the above-referenced parcel in Crestwood, Illinois. The work completed is associated with Task Order No. 2016-002 (including supplements) and included the subsurface investigation presented in the LSI Report. Based on subsurface conditions, soil boring depths were limited at select locations and groundwater samples could only be collected from nine locations. The summary below highlights the findings of the LSI, with the report providing an in depth discussion of observations and analytical results.

Analytical results identified detectable volatile organic compounds (VOCs) within six of the soil borings, all of which achieved the Tier 1 Remedial Objectives (ROs) for residential properties. VOCs were absent from the groundwater samples.

Arsenic was detected (17.8 mg/kg) in an individual soil sample interval at a concentration slightly exceeding the Tier 1 RO (13 mg/kg) for residential ingestion. Upon performing a site wide 95% UCL calculation, the arsenic concentration within the individual sample is considered representative of site background, as the calculated value (10 mg/kg) achieved the RO. The unfiltered (total) arsenic and lead levels detected in the groundwater above the Class 1 Groundwater RO all achieve the RO in the filtered (dissolved) metals samples. Based on the filtered metals results, the groundwater at the Site is also considered to achieve the ROs.

Field representatives noted a faint petroleum-like odor during drilling within SB-9 (central portion of the Site) and SB-19 (northern portion of the Site). The odors were noted to be slight and limited to less than two foot intervals either at the observed water table (SB-19) or above (SB-9) during drilling. Soil analytical samples from both of the borings achieve the most stringent ROs. The groundwater sample at the SB-19 location (MW-11) also achieved the ROs.

Based on the observations and analytical results from the LSI, the soil and groundwater at the Site is not impacted and achieves the most stringent ROs. If you have any questions, please feel free to contact me via phone at 630-684-4424 or e-mail at shane.cuplin@gza.com.

Very truly yours,

Huff & Huff, Inc., a Subsidiary of
GZA GEOENVIRONMENTAL, INC.

Shane Cuplin, P.G.

Senior Project Manager

Attachments: Phase II Limited Site Investigation Report

Proactive by Design.
Our Company Commitment.

PHASE II
LIMITED SUBSURFACE INVESTIGATION
CSCA PARCEL 11.04

25-Acre Parcel
Northwest Corner of Cal Sag Road (IL Rt 83) and Cicero Avenue
Crestwood, Illinois

December 9, 2016
File No. 81.0220493.02

PREPARED FOR:
Metropolitan Water Reclamation District
Willow Springs, Illinois

Huff & Huff, A Subsidiary of GZA
915 Harger Road, Suite 330 | Oak Brook, IL 60523
630-684-9100

GZA has 28 Offices Nationwide
www.huffnhuff.com www.gza.com

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EXECUTIVE SUMMARY

A Phase II Limited Subsurface Investigation (LSI) was conducted by Huff & Huff, Inc, a Subsidiary of GZA (H&H) for the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) at the approximately 25-acre vacant property located northwest of the intersection of Cal Sag Road (IL Rt 83) and Cicero Avenue in Crestwood, Illinois (Site). The Site is bounded by Cicero Avenue, Cal Sag Road, commercial businesses, 127th Street, and the Cal Sag Channel. The site is currently vacant and includes grassy areas and heavily vegetated areas. A northward flowing tributary crosses the parcel approximately 1,500 feet southeast of 127th Street. A Work Plan which proposed sampling activities was previously prepared by H&H and approved by MWRDGC. The Work Plan scope was based on information obtained from a database search, review of historical aerial photographs, and a site visit. Additionally, the National Pipeline Mapping System online database which provides information related to gas and hazardous liquid pipelines was also reviewed. Sites of concern considered to warrant further investigation included:

1) Centrum Crestwood, L.L.C. – the property (13199 S Cicero Avenue) is located east of Cicero Avenue, to the east of the site. The property is listed on the Illinois EPA Site Remediation Program (SRP) database and is also associated with Engineering and Institutional Controls.
2) Crestwood Auto, Inc. – the property (12727 Cal Sag Road) is located adjacent to the south of the Site. The property is listed on the Office of the State Fire Marshal UST database and is currently occupied by an auto repair center.
3) Howell Flying Service – the property (13202 S Cicero Avenue) is located south of Cal Sag Road to the south of the Site. The property is currently occupied by a strip mall, but was previously occupied by an airport. The flying service listing was associated with the removal of four USTs that appear related to the former airport at the property.
4) Bill's Service Center – the property (Rt 83 and Playfield Drive) is located south of Cal Sag Road, approximately 250 feet southwest of the Site. The property is listed on the LUST and UST databases and is currently occupied by an auto repair center.
5) Cal Sag Channel and 127th Street – the property is listed on the ERNS database within the database report as an "Orphan Site". The location is identified at the Cal Sag and 127th Street intersection associated with a sheen noted in the Cal Sag Channel.
6) A petroleum pipeline located adjacent to the south of Cal Sag Road.

A Site Location Map is included as Figure 1 and a Site Layout Map showing sites of concern is included as Figure 2.

Site investigation activities included collection of soil samples at twenty-two locations and sampling of water from nine temporary monitoring wells as depicted on Figure 3 and Figure 4, respectively. The soil borings were advanced to depths ranging from two feet to 25 feet below ground surface (bgs). With the exception of the two sample intervals analyzed at SB-6, analytical samples were collected and analyzed from one depth interval above the water table within the borings. Analytical samples were collected based on visual observations and photo-ionization detector (PID) readings. Temporary monitoring wells were installed at eleven boring locations; however, due to the geology at the site, groundwater was only present in nine of the wells. Another monitoring well which was planned at the SB-22 location could not be advanced due to the presence of limestone in the backfill material (boring limited to two foot depth). The soils were noted to consist of a mixture of silty clay along with sand and gravel. Due to the consistency of the canal spoils material, select intervals consisted of large pieces of limestone which were not conducive to analysis at the laboratory. The soils which were screened with a PID during the sampling activities indicated low levels, with the highest reading of 3.6 parts per million in soil boring SB-4 at 10 to 11 feet bgs; however, this interval was not selected for laboratory analysis because it was below

the water table and a temporary monitoring well (MW-7) was installed at this location. Slight petroleum-like odors were noted in two of the borings (SB-9 and SB-19), with soil from both intervals being collected for laboratory analyses. No areas of soil staining were noted during drilling. The samples were collected directly into laboratory provided glassware with analyses performed as summarized on the following table. The table also includes the PID readings of the samples.

SUMMARY OF PID RESULTS AND LABORATORY ANALYSES

Sample ID/Depth	PID (ppm)	Laboratory Analyses
SB-1 (1-3 ft)	1.3	VOCs, PNAs, RCRA Metals, Soil pH
SB-2 (10-11 ft)	1.2	VOCs, PNAs, RCRA Metals, Soil pH
SB-3 (5-7 ft)	0.4	VOCs, PNAs, RCRA Metals, Soil pH
SB-4 (1-3 ft)	1.2	VOCs, PNAs, RCRA Metals, Soil pH
SB-5 (1.5 - 3 ft)	0.3	PNAs, Lead, Soil pH
SB-6 (0-1 ft)	1.9	VOCs, PNAs, Lead, Soil pH
SB-6 (5-7 ft)	1.3	VOCs, PNAs, Lead, Soil pH
SB-7 (5-7 ft)	0.9	PNAs, Lead, Soil pH
SB-8 (1-3 ft)	1.7	PNAs, Lead, Soil pH
SB-9 (5-7 ft)	1.9	VOCs, PNAs, Lead, Soil pH
SB-10 (1-4 ft)	1.4	PNAs, Lead, Soil pH
SB-11 (7-9 ft)	1.2	PNAs, Lead, Soil pH
SB-12 (1-3 ft)	0.6	PNAs, Lead, Soil pH
SB-13 (7-8 ft)	1.8	PNAs, Lead, Soil pH
SB-14 (6-7 ft)	1.9	VOCs, PNAs, Lead, Soil pH
SB-15 (1-3 ft)	1.6	VOCs, PNAs, Lead, Soil pH
SB-16 (1-2.5 ft)	1.2	PNAs, Lead, Soil pH
SB-17 (5.5-7.5 ft)	1.6	VOCs, PNAs, RCRA Metals, Soil pH
SB-18 (1-3 ft)	1.1	VOCs, PNAs, RCRA Metals, Soil pH
SB-19 (7-9.5 ft)	2.4	VOCs, PNAs, RCRA Metals, Soil pH
SB-20 (0-1 ft)	0.3	VOCs, PNAs, RCRA Metals, Soil pH
SB-21 (7-9 ft)	0.2	VOCs, PNAs, RCRA Metals, Soil pH
SB-22 (0-0.5 ft)	0.3	VOCs, PNAs, RCRA Metals, Soil pH

For screening purposes, analytical results were compared to residential criteria listed in the Illinois Administrative Code (IAC) Part 742 Tiered Approach to Corrective Action Objectives (TACO), dated July 2013. The Tier 1 Residential Remedial Objectives (ROs) represent the most stringent ROs for the ingestion and inhalation pathways. The Class I Groundwater standards listed in TACO were used for comparison to the groundwater results and to assess the soil migration to groundwater pathway.

Soil analytical results indicated detectable levels of volatile organic compounds (VOCs) including acetone, benzene, 2-butanone, and toluene. The VOC detections were limited to soil boring SB-1, SB-9, SB-14, SB-15, SB-17, and SB-22. All of the detected VOCs achieve the Tier 1 ROs for inhalation, ingestion, and soil migration to groundwater. VOCs were not detected in groundwater from any of the nine temporary monitoring wells sampled as part of this LSI.

Soil analytical results did not indicate detectable levels of polynuclear aromatic hydrocarbons (PNAs) in any of the soil samples. The expanded semi-volatile organic compound (SVOC) list that was analyzed for at nine temporary wells also indicated levels below the laboratory detection limits in the groundwater samples.

Soil analytical results indicated detectable levels in all of the samples for arsenic, barium, cadmium, and lead. A single boring (SB-1) contained arsenic (17.8 mg/kg), slightly above the Residential Ingestion RO (13 mg/kg). However, the exceedance of the Tier 1 Residential Ingestion RO at the individual location at SB-1 is not considered to represent arsenic impacted soil at the Site. The Tier 1 Ingestion RO for arsenic defined in TACO is based on a statistical background number for counties within the Metropolitan Statistical Areas. Based on the individual exceedance being slightly above the RO, the 95% Upper Confidence Limit (UCL) for arsenic was calculated using site specific arsenic results. The calculated 95% UCL value of 10 mg/kg achieves the Tier 1 RO of 13 mg/kg. The remaining detected RCRA metals concentrations also all achieve the Tier 1 ROs for ingestion, inhalation, and soil migration to groundwater.

The unfiltered groundwater analytical results for eight temporary wells from which metals were analyzed indicated detectable levels in one or more of the wells for arsenic, barium, chromium, and lead. The arsenic and lead levels in the unfiltered MW-2 groundwater sample identified levels above the respective Tier 1 Groundwater ROs. The lead levels in the unfiltered MW-6 and MW-7 groundwater samples also exceeded the Tier 1 Groundwater RO. Due to the tendency for metals concentrations in groundwater samples to be influenced by turbidity, filtered (dissolved) samples were also collected at each of the wells. The filtered groundwater samples identified barium as the only detected metal, achieving the Tier 1 Groundwater RO.

The soils noted to have faint petroleum-like odors were screened with a PID in addition to being collected for laboratory analyses. The PID readings of the soils were relatively low with the highest concentration in SB-19 (2.4 ppm PID reading). Soil boring SB-9 indicated low levels of acetone, 2-butanone, and toluene; all achieving the Tier 1 ROs. PNAs were not detected in soil boring SB-9. The soils which exhibited the faint petroleum-like odors were tested with soil boring SB-19 indicating non-detectable VOCs and PNAs. The well (MW-11) installed at the SB-19 location also indicated non-dectable levels of VOCs and SVOCs. The individual arsenic sample above the Tier 1 RO is considered indicative of naturally occurring (background) levels based on the calculated 95% UCL, achieving the Tier 1 RO. The RCRA metals concentrations in the groundwater at the Site are considered reflective of turbidity within the temporary well samples. Based on the initial research conducted regarding the environmental status of the Site and surrounding properties along with the subsequent field observations and analytical results, the soil and groundwater at the Site are not impacted, with concentrations achieving the most stringent Tier 1 ROs.

1.0 INTRODUCTION

Huff & Huff, Inc. (H&H) conducted this Phase II Limited Subsurface Investigation (LSI) to provide baseline information for soil and groundwater at the vacant approximate 25-acre parcel located along the Cal Sag Channel in Crestwood, Illinois (Site). The site is located at the northwest corner of Cal Sag Road (IL Rt 83) and Cicero Avenue, extending along Cal Sag Road from Cicero Avenue to 127th Street. The Site is bordered by either the Cal Sag Channel or public roadways with exception of the northwestern portion of the Site which is bordered by commercial properties. The Site location within Crestwood is depicted on Figure 1 with the approximate Site boundaries depicted on Figure 2. H&H conducted limited due diligence activities including review of an environmental database report, review of historic aerial photographs, and a site visit prior to preparing a sampling plan for the Site. The National Pipeline Mapping System online database was also reviewed which provides information related to gas and hazardous liquid pipelines. Sites of concern considered to warrant further investigation based on the limited due diligence included:

- Centrum Crestwood, L.L.C. – the property (13199 S Cicero Avenue) is located east of Cicero Avenue, to the east of the site. The property is listed on the Illinois EPA Site Remediation Program (SRP) database and is also associated with Engineering and Institutional Controls.

- Crestwood Auto, Inc. – the property (12727 Cal Sag Road) is located adjacent to the south of the Site. The property is listed on the Office of the State Fire Marshal UST database and is currently occupied by an auto repair center.

- Howell Flying Service – the property (13202 S Cicero Avenue) is located south of Cal Sag Road to the south of the Site. The property is currently occupied by a strip mall, but was previously occupied by an airport. The flying service listing was associated with the removal of four USTs that appear related to the former airport at the property.

- Bill's Service Center – the property (Rt 83 and Playfield Drive) is located south of Cal Sag Road, approximately 250 feet south of the Site. The property is listed on the LUST and UST databases and is currently occupied by an auto repair center.

- Cal Sag Channel and 127th Street – the property is listed on the ERNS database within the database report as an "Orphan Site". The location is identified at the Cal Sag and 127th Street intersection associated with a sheen noted in the Cal Sag Channel.

- A petroleum pipeline located adjacent to the south of Cal Sag Road.

H&H is also aware of the former use of the Site for storage of spoil from the installation of the Cal Sag Channel. The remaining spoil material was evident near much of the bank area of the Cal Sag (large boulders) as well as the northwestern heavily vegetated portion of the Site (large spoil piles). The number of constituents analyzed from the areas of spoil was influenced by prior work H&H has performed on spoil piles adjacent to the Cal Sag Channel in Crestwood. H&H previously provided services for assessing Cal Sag Channel spoil piles for beneficial reuse in Lake Michigan at Fullerton as part of the Lake Michigan Shoreline Protection Program. The spoil piles which were assessed were located approximately 2,000 feet east of the Site along the south side of the Cal Sag Channel. Frequent testing of the material for the constituent on the Full TCL list identified achievement of the objectives (Maximum Allowable Concentrations for CCDD) of the spoil piles east of the Site.

The planned investigation activities were discussed in the Work Plan which was authorized by the MWRDGC in August 2016 is included in Appendix A. With exception of the dry conditions within two of the wells and shallow boring refusal

at another of the originally planned wells, soil and groundwater samples were collected as proposed in the Work Plan. Based on observations during drilling and discussion with MWRDGC, the investigation derived waste was placed on the ground surface in the vicinity of the respective sample locations.

Activities performed prior drilling included a site visit to assess conditions and mark boring locations as well as site visits with a private utility locating contractor and public utility marking systems to ensure worker safety. Tree clearing activities were performed within the area of dense vegetation in the northwest portion of the Site and select remaining areas of the Site. The tree clearing created pathways to ensure safe access to the desired drilling locations. The ability to advance soil borings adjacent to the commercial properties in the northwest portion of the Site was limited by the steep topography downward from the site towards the properties. As a result borings SB-20 and SB-21 were placed at the top of the slope to enable sampling with the drill rig.

2.0 SUBSURFACE INVESTIGATION

On November 1 through 4, 2016, twenty-two soil borings were advanced and eleven temporary monitoring wells were installed at the Site. Soil samples were collected from each of the boring locations and analyzed for one or more constituents including VOCs, polynuclear aromatic hydrocarbons (PNAs), the eight Resource Conservation and Recovery Act (RCRA) Metals, lead, and pH. The soils were noted to consist of fill material and spoils from the installation of the adjacent Chicago Sanitary and Ship Canal. Boring refusal was encountered at depths ranging from approximately two feet (large boulder in spoil material) to 25 feet (bedrock). Borings at five of the 22 locations were advanced to depths of 25 feet without encountering refusal. Slight petroleum-like odors were noted in two of the borings, with these intervals in both of the borings being submitted for laboratory analyses.

The temporary wells were placed in the open boreholes and constructed with sand pack and bentonite seal above the screened interval. The date of sampling of the wells was dependent on the well recharge, with one of the wells (MW-1) sampled on November 1, 2016; one of the wells (MW-2) sampled on November 2, 2016; three of the wells (MW-3, MW-6, and MW-7) sampled on November 3, 2016; one well (MW-8) sampled on November 4, 2016; and three wells (MW-9, MW-10, and MW-11) sampled on November 7, 2016, several days after installation. Based on the presence of offsite properties of concern, the suite of constituents for the groundwater sampling was expanded to consist of one or more of the following constituents: VOCs, semi-volatile organic compounds (SVOCs), lead, and total and dissolved RCRA Metals (8). Due to insufficient sample volume, the MW-11 groundwater sample was unable to be analyzed for RCRA Metals. Two temporary monitoring wells (MW-4 and MW-5) did not produce water, even when checked several days after installation.

2.1 SOIL SAMPLING METHODOLOGY

The soil borings were conducted with a Geoprobe unit, which hydraulically advances 3.25-inch diameter, 5-foot long steel rods that contain a vinyl acetate liner to hold the collected soil samples. Access to all boring locations was achieved upon clearing the vegetation. Decontamination procedures conducted between sample locations included rinsing of equipment with water, washing of the equipment with an alconox/water solution, followed by a water rinse and air dry.

The consistency of the subsurface soils resulted in limited recovery within the liners and refusal at several of the locations. The soil observations were logged in the field and a PID closed cup method (see Appendix B) was used for screening of the soils. The boring logs are included in Appendix C.

The PID readings are summarized on Table 1. The table below presents the depth intervals of the soil samples, and identifies the laboratory analyses performed. In general, the interval with the highest PID above the water table was analyzed; however, visual and olfactory observations also influenced the sample selection. The highest PID reading (3.6 ppm) was encountered in soil boring SB-4 (10-11 ft); however, this interval was not selected for laboratory analysis because it was below the water table and a temporary monitoring well (MW-7) was installed at this location. Slight petroleum-like odors were encountered in soil borings SB-9 (5-7 foot depths) and SB-19 (7-9.5 foot depths). The slight odor was limited to the approximately 2-foot interval indicated in each of the borings. No areas of soil staining were noted in these intervals during logging of the soils. Temporary well MW-9 was installed at the SB-19 soil boring location.

SUMMARY OF PID RESULTS AND LABORATORY ANALYSES

Sample ID/Depth	PID (ppm)	Laboratory Analyses
SB-1 (1-3 ft)	1.3	VOCs, PNAs, RCRA Metals, Soil pH
SB-2 (10-11 ft)	1.2	VOCs, PNAs, RCRA Metals, Soil pH
SB-3 (5-7 ft)	0.4	VOCs, PNAs, RCRA Metals, Soil pH
SB-4 (1-3 ft)	1.2	VOCs, PNAs, RCRA Metals, Soil pH
SB-5 (1.5 - 3 ft)	0.3	PNAs, Lead, Soil pH
SB-6 (0-1 ft)	1.9	VOCs, PNAs, Lead, Soil pH
SB-6 (5-7 ft)	1.3	VOCs, PNAs, Lead, Soil pH
SB-7 (5-7 ft)	0.9	PNAs, Lead, Soil pH
SB-8 (1-3 ft)	1.7	PNAs, Lead, Soil pH
SB-9 (5-7 ft)	1.6	VOCs, PNAs, Lead, Soil pH
SB-10 (1-4 ft)	1.4	PNAs, Lead, Soil pH
SB-11 (7-9 ft)	1.2	PNAs, Lead, Soil pH
SB-12 (1-3 ft)	0.6	PNAs, Lead, Soil pH
SB-13 (7-8 ft)	1.8	PNAs, Lead, Soil pH
SB-14 (6-7 ft)	1.9	VOCs, PNAs, Lead, Soil pH
SB-15 (1-3 ft)	1.6	VOCs, PNAs, Lead, Soil pH
SB-16 (1-2.5 ft)	1.2	PNAs, Lead, Soil pH
SB-17 (5.5-7.5 ft)	1.6	VOCs, PNAs, RCRA Metals, Soil pH
SB-18 (1-3 ft)	1.1	VOCs, PNAs, RCRA Metals, Soil pH
SB-19 (7-9.5 ft)	2.4	VOCs, PNAs, RCRA Metals, Soil pH
SB-20 (0-1 ft)	0.4	VOCs, PNAs, RCRA Metals, Soil pH
SB-21 (7-9 ft)	0.2	VOCs, PNAs, RCRA Metals, Soil pH
SB-22 (0-0.5 ft)	0.3	VOCs, PNAs, RCRA Metals, Soil pH

Geoprobe borings were advanced continuously from ground surface to approximately 10 feet below the observed water table, with exception of soil borings which encountered refusal. Due to the consistency of the canal spoil material, select samples consisted of large pieces of limestone which were not conducive to analysis at the laboratory. The order of sampling included collection of the soils into preserved vials pending analyses for VOCs, followed by the glassware for the remaining analyses. The appropriate laboratory jars were immediately placed on ice upon collection and preparation.

2.2 TEMPORARY MONITORING WELL INSTALLATION AND SAMPLING

Temporary monitoring wells were installed in the open borehole at 11 locations. The wells were constructed of PVC screen and riser with the addition of sand pack to approximately two feet above the top of the well screen. Bentonite was placed above the sand pack, extending to the ground surface. The wells were constructed with one inch PVC materials with 10 feet of screen. The wells were extended above ground surface and were capped to ensure integrity of the well. Wells at locations MW-1, MW-6, and MW-7 were sampled on the day of installation. Wells at locations MW-2, MW-3, MW-8, MW-9, MW-10, and MW-11 were sampled either the following day or several days after installation, prior to abandonment on November 22, 2016. Wells at locations MW-4 and MW-5 did not enable sampling and were considered dry. Overall, nine wells produced sufficient water for sampling.

The monitoring wells were sampled using conventional bailing and peristaltic pump sampling. Before collecting the groundwater sample, a small volume of water was purged with the peristaltic pump with the intent to reduce turbidity in the groundwater sample, after which a bailer was used to collect the VOC samples. The remaining SVOC, total and dissolved RCRA Metals, and/or lead samples were then collected with the peristaltic pump. Dedicated, fresh vinyl tubing and bailers were used at each temporary well. The dissolved RCRA metals samples were collected through a dedicated disposable 0.45 micron filter. The samples were placed in an ice filled cooler pending pickup by the laboratory courier.

The depth to water during sampling ranged from approximately six feet bgs (MW-3) to 27 feet bgs (MW-1). The following table summarizes the depth to water encountered in each of the wells. When applicable, the wells were opened and allowed to equilibrate for approximately 15 minutes prior to determining the depth to water. The water was noted to be clear to slightly cloudy during sampling.

Summary of Depth to Water Encountered in Temporary Wells

Temporary Monitoring Well	Depth to Water (feet)
MW-1	27.32
MW-2	16.48
MW-3	6.00
MW-4	--
MW-5	--
MW-6	16.60
MW-7	15.63
MW-8	19.81
MW-9	18.68
MW-10	21.75
MW-11	22.91

2.3 GEOLOGICAL CHARACTERIZATION

The soils encountered within the soil borings consisted of a mixture of silty clay and sandy clay with areas of sand and gravel. The soils were disturbed and/or reworked as part of the installation of the adjacent Cal Sag Channel. Bedrock was encountered in each of the borings at depths ranging from approximately 11 to 25 feet bgs. Groundwater or saturated conditions were encountered in each boring at depths ranging from approximately 7 to 20 feet bgs. Several large limestone boulders were apparent within the tree line nearby the Cal Sag Channel and also apparent in the subsurface at the SB-22 location based on the boring refusal at the two foot depth. Select intervals exhibited areas of slow drilling and corresponding rock pieces, also indicating area of limestone cobble within the fill material generated from installation of the adjacent Cal Sag Channel.

2.4 INVESTIGATION DERIVED WASTE

The investigation derived waste was minimal, with soil cuttings being thin spread in the vicinity of the borings. Monitoring well development water and purge water was also discharged on the ground in the vicinity of the respective wells. Sampling supplies and used sampling gloves were placed in garbage bags for off-site disposal.

3.0 SOIL AND GROUNDWATER RESULTS

The analytical results for the soil and groundwater samples are discussed in the following sections. The analytical soil results are compared to the Tier 1 Remedial Objectives (ROs) for Residential Properties for the ingestion and inhalation pathways listed in Part 742 of the Illinois Administrative Code. Part 742, the Tiered Approach to Corrective Action Objectives (TACO), includes the Tier 1 Lookup Tables which present the baseline Residential and Industrial/Commercial ROs as well as ROs for Class 1 (most restrictive) and Class 2 Groundwater. The soil migration to groundwater pathway is based on the Class 1 ROs. Additionally, the groundwater results for this site are compared to the Class 1 Groundwater ROs listed in TACO. The analytical laboratory reports for the soil and groundwater samples are include in Appendix D.

3.1 SOIL SAMPLE RESULTS

Soil samples were collected from 23 distinct intervals within the 22 soil borings. The sections below discuss the VOC, PNA, and RCRA metals results. Based on the identified sites of concern, the metals suite in 13 of the soil samples were limited to analysis for lead only. Soil samples were collected from intervals above the water table as observed during drilling activities.

3.1.1 Volatile Organic Compounds

VOC soil samples were collected from soil borings SB-1, SB-2, SB-3, SB-4, SB-6, SB-9, SB-14, SB-15, SB-17, SB-18, SB-19, SB-20, SB-21, and SB-22. Soil borings in which one or more VOCs were detected include SB-1, SB-9, SB-14, SB-15, SB-17, and SB-22. All of the detected VOCs achieve their respective Tier 1 ROs as summarized on Table 2.

Detected VOCs include acetone (SB-9, SB-14, and SB-15), benzene (SB-17), 2-butanone (SB-9 and SB-22), and toluene (SB-1, SB-9, and SB-17).

3.1.2 Polynuclear Aromatic Hydorcarbons

Soil samples were collected from each of the 22 soil borings. PNAs were not detected in any of the soil samples, indicating achievement of the Tier 1 ROs. Table 3 summarizes the PNA results.

3.1.3 Resource Conservation and Recovery Act Metals

The suite of eight RCRA Metals soil samples were analyzed from soil borings SB-1, SB-2, SB-3, SB-4, SB-17, SB-18, SB-19, SB-20, SB-21, and SB-22. Lead was the only metal analysis performed on samples from soil borings SB-6, SB-7, SB-8, SB-9, SB-10, SB-11, SB-12, SB-13, SB-14, SB-15, and SB-16. Samples were collected for pH from each of the soil borings for comparison of the metals results to the soil migration to groundwater RO. One or more metals were detected in soil samples from each of the borings as summarized on Table 4 and Table 5.

Arsenic was detected in each of the ten soil samples analyzed for the eight RCRA Metals, ranging in concentration from 1.56 mg/kg (SB-17) to 17.8 mg/kg (SB-1). The SB-1 arsenic soil sample represents the only Tier 1 RO exceedance for metals. The concentration is slightly above the Tier 1 Ingestion RO of 13 mg/kg. The Tier 1 Ingestion RO for arsenic defined in TACO is based on a statistical background number for counties within the Metropolitan Statistical Areas. As the 17.8 mg/kg value only slightly exceeds the background number and represents the only value at the site above the objective, the 95% Upper Confidence Limit (UCL) for arsenic was calculated using site specific arsenic results. As the materials encountered at the site are relatively ubiquitous, consisting of native material and native spoils from the installation of the adjacent waterway, the 95 UCL was calculated using results from all sample depths. The 95 UCL was calculated using the EPA's statistical program ProUCL, Version 5.1.002. This program identifies the statistical distribution type (that is, normal, lognormal, or non-parametric) for each constituent within the defined exposure area and computes the corresponding 95 percent UCL for the identified distribution type. The ProUCL printout sheet for the site specific results is included in Appendix E. The suggested UCL of 10 mg/kg achieves the Tier 1 RO of 13 mg/kg.

Barium was detected in each of the samples ranging in concentration from 14.2 mg/kg (SB-2) to 82 mg/kg (SB-21). The barium results achieve the Tier 1 ROs.

Cadmium was detected in each of the samples ranging in concentration from 0.338 mg/kg (SB-2) to 1.07 mg/kg (SB-19). The cadmium results achieve the Tier 1 ROs.

Lead was detected in each of the samples ranging in concentration from 5.25 mg/kg (SB-12) to 32.2 mg/kg (SB-13). The lead results achieve the Tier 1 ROs.

The remaining RCRA metals, including hexavalent chromium, mercury, selenium, and silver were not detected in any of the samples. The results of the remaining RCRA Metals achieve the Tier 1 ROs. The soil pH results at the site range from 7.3 to 8.2.

3.2 GROUNDWATER SAMPLE RESULTS

Groundwater samples were collected from nine temporary monitoring wells at the site. Based on the slow recovery of MW-11, RCRA Metals samples could not be collected for analysis. Groundwater samples were collected using both filtered and unfiltered methods based on the anticipated high turbidity within the temporary wells.

3.2.1 Volatile Organic Compounds

VOC samples were collected from each of the wells. No VOCs were detected in any of the water samples, achieving the Tier 1 ROs. The groundwater VOC analytical results are summarized and compared to the Class 1 Groundwater ROs in Table 6.

3.2.2 Semi-Volatile Organic Compounds

SVOC samples were collected from each of the wells. No SVOCs were detected in any of the water samples, achieving the Tier 1 ROs. The groundwater SVOC analytical results are summarized and compared to the Class 1 Groundwater ROs in Table 7.

3.2.3 Resource Conservation and Recovery Act Metals

Groundwater samples for analysis for the suite of eight RCRA Metals were collected from temporary monitoring wells MW-1, MW-2, MW-8, MW-9, and MW-10. Lead was the only metal analyses performed on samples from monitoring wells MW-3, MW-6, and MW-7. RCRA Metals detected in the non-filtered groundwater sampled included arsenic (MW-2); barium (MW-1, MW-2, MW-8, MW-9, and MW-10); chromium (MW-2 and MW-9); and lead (MW-2, MW-6 and MW-7).

The arsenic concentration in the unfiltered arsenic sample from MW-2 (0.059 mg/L) slightly exceeded the Tier 1 RO (0.05 mg/L). The filtered arsenic concentration was below the detection limit in all of the samples, achieving the Tier 1 RO.

Barium was detected in the unfiltered samples from each of the wells, ranging in concentration from 0.0687 mg/L (MW-1) to 0.244 mg/L (MW-2). All of the unfiltered samples achieve the Tier 1 RO for barium. The filtered barium results were each lower than the corresponding unfiltered sample, also achieving the Tier 1 RO for barium.

Chromium was detected in two of the unfiltered samples (MW-2 (0.0738 mg/L) and MW-9 (0.00517 mg/L)) with both concentrations achieving the Tier 1 RO (0.1 mg/L). Chromium was not detected in any of the filtered samples, indicating achievement of the Tier 1 RO.

The lead concentration in the unfiltered samples from MW-2 (0.0741 mg/L), MW-6 (0.0124 mg/L), and MW-7 (0.0181 mg/L) exceeded the Tier 1 RO (0.0075 mg/L). The remaining groundwater samples for unfiltered lead were below the detection limit. The filtered lead concentrations were below the detection limit in all of the samples, achieving the Tier 1 RO.

The filtered and unfiltered metals samples for cadmium, mercury, selenium, and silver were all below their respective detection limits, achieving the Tier 1 ROs. The groundwater RCRA Metals analytical results are summarized and compared to the Class 1 Groundwater ROs in Table 8.

3.3 DISCUSSION OF SOIL AND GROUNDWATER RESULTS

With exception of the arsenic sample result from the SB-1 soil sample all results achieve the Tier 1 ROs. Despite the RO exceedance in the individual arsenic sample, the calculated 95% UCL indicates achievement of the RO when assessing the site wide arsenic levels. Based on the 95% UCL calculation it appears that the individual arsenic level in the SB-1 soil sample is reflective of natural variation at the site, as opposed to being the result of soil impacts at the site. The detected VOC soil results all indicated achievement of the Tier 1 ROs.

The groundwater results did not identify detectable levels of VOCs or SVOCs. The groundwater samples contained arsenic and lead at concentrations above the Tier 1 ROs based on the unfiltered (total) concentrations. However, additional analyses of the filtered (dissolved) metals concentrations indicated the results were associated with the particulates within the temporary wells.

4.0 CONCLUSIONS

Site investigation activities included collection of soil samples at twenty-two locations with laboratory analysis of VOCS, PNAs, and RCRA Metals. Additionally, groundwater was sampled from nine temporary monitoring wells for VOCs, SVOCs, and RCRA Metals. Based on the initial research conducted regarding the environmental status of the Site and surrounding properties along with the subsequent field observations and analytical results, the soil and groundwater at the Site are not impacted, achieving the most stringent Tier 1 ROs.

The LSI subsurface investigation described in this report has been performed in accordance with generally accepted methods and practices of the professional engineering and environmental consulting professions, following the scope of work set forth in the project proposal.

The scope and depth of this study are consistent with the project proposal and have been accepted by the client. Therefore, this assessment is complete and is believed to be accurate for the locations sampled. Huff & Huff, Inc. cannot guarantee or warrant that the information provided is representative of conditions across the entire Property.

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Tables

TABLE 1

PID SUMMARY TABLE

CSCA PARCEL 11.04

NORTHWEST CORNER OF CAL SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

Sample ID	Sample Interval - Feet Below Ground Surface											
	0-1	1-3	3-5	5-7	7-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24
SB-1	1.0	**1.3**	NR	1.4	1.4	—	—	—	—	—	—	—
SB-2	NR	0.3	NR	0.4	NR	**1.2**	—	—	—	—	—	—
SB-3	0.3	0.2	NR	**0.4**	0.3	—	—	—	—	—	—	—
SB-4	1.0	**1.2**	NR	0.7	0.6	—	—	—	—	—	—	—
SB-5	0.0	**0.3**	NR	NR	NR	*0.3*	—	—	—	—	—	—
SB-6	**1.9**	1.8	NR	**1.3**	1.6	2.1	*1.6*	—	—	—	—	—
SB-7	0.1	0.5	0.7	**0.9**	—	—	—	—	—	—	—	—
SB-8	1.5	**1.7**	NR	1.7	1.4	—	—	—	—	—	—	—
SB-9	NR	1.0	NR	**1.6**	2.2	—	—	—	—	—	—	—
SB-10	1.0	**1.4**	NR	1.0	1.0	—	—	—	—	—	—	—
SB-11	0.8	0.8	NR	1.1	**1.2**	—	—	—	—	—	—	—
SB-12	0.3	**0.6**	NR	0.6	0.2	—	—	—	—	—	—	—
SB-13	0.6	NR	1.5	1.2	**1.8**	—	—	—	—	—	—	—
SB-14	1.0	1.9	NR	**1.9**	NR	*1.1*	NR	—	—	—	—	—
SB-15	1.4	**1.6**	NR	1.4	NR	*0.8*	NR	—	—	—	—	—
SB-16	0.5	**1.2**	NR	NR	NR	0.6	1.3	—	—	—	—	—
SB-17	NR	0.8	NR	**1.6**	NR	0.6	*0.6*	*0.8*	*1.1*	NR	*0.6*	*1.3*
SB-18	0.6	**1.1**	NR	0.5	0.9	0.9	*0.8*	*0.8*	NR	—	—	—
SB-19	1.5	2.0	NR	2.0	**2.4**	1.9	*1.9*	—	—	—	—	—
SB-20	**0.4**	NR	NR	0.1	NR	NR	NR	*0.3*	—	—	—	—
SB-21	NR	0.0	NR	0.1	**0.2**	0.1	0.0	—	—	—	—	—
SB-22	**0.3**	—	—	—	—	—	—	—	—	—	—	—

Bold = Sample collected for laboratory anaylsis
NR = No recovery or sample consisting of limestone cobble
Italics = Screening sample from below water table (apparent during drilling)
— = Boring refusal or PID not measured below water table

TABLE 2
VOC SOIL RESULTS
CSCA PARCEL 11.04
NORTHWEST CORNER OF CAL SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

Chemical Name	Exposure Route-Specific SROs[a] (mg/kg)				Migration to Class I Groundwater Exposure Route (mg/kg)	SB-1 (1-3)	SB-2 (10-11)	SB-3 (5-7)	SB-4 (1-3)	SB-6 (0-1)	SB-9 (5-7)	SB-14 (6-7)	SB-15 (1-3)	SB-17 (5.5-7.5)	SB-18 (1-3)	SB-19 (7-9.5)	SB-20 (0-1)	SB-21 (7-9)	SB-22 (0-0.5)
	Residential		Construction Worker			(mg/kg)													
	Ingestion	Inhalation	Ingestion	Inhalation															
Acetone	70000	100000	--	100000	25	< 0.0459	< 0.0482	< 0.120	< 0.144	< 0.0396	0.275	0.450	0.155	< 0.0456	< 0.0675	< 0.319	< 0.127	< 0.143	< 0.0405
Benzene	12	0.8	2300	2.2	0.03	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	0.00592	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Bromodichloromethane	10	3000	2000	3000	0.6	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Bromoform	81	53	16000	140	0.8	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Bromomethane	--	--	--	--	--	< 0.00918	< 0.00965	< 0.0240	< 0.0288	< 0.00791	< 0.0119	< 0.0116	< 0.0115	< 0.00913	< 0.0135	< 0.0133	< 0.0254	< 0.0286	< 0.00809
2-Butanone (MEK)	--	--	--	--	--	< 0.00918	< 0.00965	< 0.0240	< 0.0288	< 0.00791	0.0635	< 0.0116	< 0.0115	< 0.00913	< 0.0135	< 0.0133	< 0.0254	< 0.0286	0.0305
Carbon disulfide	7800	720	20000	9	32	< 0.00918	< 0.00965	< 0.0240	< 0.0288	< 0.00791	< 0.0119	< 0.0116	< 0.0115	< 0.00913	< 0.0135	< 0.0133	< 0.0254	< 0.0286	< 0.00809
Carbon tetrachloride	5	0.3	410	0.9	0.07	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Chlorobenzene	1600	130	4100	1.3	1	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Chloroethane	--	--	--	--	--	< 0.00918	< 0.00965	< 0.0240	< 0.0288	< 0.00791	< 0.0119	< 0.0116	< 0.0115	< 0.00913	< 0.0135	< 0.0133	< 0.0254	< 0.0286	< 0.00809
Chloroform	100	0.3	2000	0.76	0.6	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Chloromethane	--	--	--	--	--	< 0.00918	< 0.00965	< 0.0240	< 0.0288	< 0.00791	< 0.0119	< 0.0116	< 0.0115	< 0.00913	< 0.0135	< 0.0133	< 0.0254	< 0.0286	< 0.00809
Dibromochloromethane	1600	1300	41000	1300	0.4	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
1,1-Dichloroethane	7800	1300	200000	130	23	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
1,2-Dichloroethane	7	0.4	1400	0.98	0.02	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
1,1-Dichloroethene	3900	290	10000	3	0.06	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
cis-1,2-Dichloroethene	780	1200	20000	1200	0.4	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
trans-1,2-Dichloroethene	1600	3100	41000	3100	0.7	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
1,2-Dichloropropane	9	15	1800	0.5	0.03	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
cis-1,3-Dichloropropene	6.4	1.1	1200	0.39	0.004	< 0.00275	< 0.00289	< 0.00721	< 0.00420	< 0.00237	< 0.00357	< 0.00347	< 0.00345	< 0.00274	< 0.00405	< 0.00398	< 0.00371	< 0.00418	< 0.00243
trans-1,3-Dichloropropene	6.4	1.1	1200	0.39	0.004	< 0.00275	< 0.00289	< 0.00721	< 0.00197	< 0.00116	< 0.00357	< 0.00347	< 0.00345	< 0.00274	< 0.00405	< 0.00398	< 0.00174	< 0.00196	< 0.00243
Ethylbenzene	7800	400	20000	58	13	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
2-Hexanone	--	--	--	--	--	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Methyl-tert-butylether (MTB	780	8800	2000	140	0.32	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
4-Methyl-2-pentanone (MIB	85	13	12000	34	0.02	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Methylene chloride	780	8800	2000	140	0.32	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Styrene	16000	1500	41000	430	4	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
1,1,2,2-Tetrachloroethane	--	--	--	--	--	< 0.00184	< 0.00193	< 0.00481	< 0.00303	< 0.00158	< 0.00238	< 0.00231	< 0.00230	< 0.00183	< 0.00270	< 0.00266	< 0.00268	< 0.00302	< 0.00162
Tetrachloroethene	12	11	2400	28	0.06	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Toluene	16000	650	410000	42	12	0.00558	< 0.00482	< 0.0120	< 0.0144	< 0.00396	0.00756	< 0.00578	< 0.00575	0.00785	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
1,1,1-Trichloroethane	--	1200	--	1200	2	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
1,1,2-Trichloroethane	310	1800	8200	1800	0.02	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Trichloroethene	58	5	1200	12	0.06	< 0.00459	< 0.00482	< 0.0120	< 0.0144	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.0127	< 0.0143	< 0.00405
Vinyl chloride	0.46	0.28	170	1.1	0.01	< 0.00459	< 0.00482	< 0.0120	< 0.00407	< 0.00396	< 0.00596	< 0.00578	< 0.00575	< 0.00456	< 0.00675	< 0.00664	< 0.00360	< 0.00405	< 0.00405
Xylene, Total	16000	320	41000	5.6	150	< 0.0138	< 0.0145	< 0.0360	< 0.0432	< 0.0119	< 0.0179	< 0.0173	< 0.0173	< 0.0137	< 0.0203	< 0.0199	< 0.0381	< 0.0429	< 0.0121

[a] Illinois EPA Tier 1 Soil Remediation Objectives (SROs); 35 IAC 742, Appendix B, Table A (Residential)

-- Constituent for which no Remediation Objective has been established

N/A Sample not analyzed for this constituent

Bold = Constituent detected

Bold/Shaded - Constituent detected above Remediation Objective

TABLE 3
PNA SOIL RESULTS
CSCA PARCEL 11.04
NORTHWEST CORNER OF CAL. SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

Chemical Name	Exposure Route-Specific SROs* (mg/kg)				Migration to Class I Groundwater Exposure Route (mg/kg)	SB-1 (1-3)	SB-2 (10-11)	SB-3 (5-7)	SB-4 (1-2)	SB-5 (1.5-3.0)	SB-6 (0-1)	SB-6 (5-7)	SB-7 (5-7)	SB-8 (1-3)	SB-9 (5-7)	SB-10 (1-4)	SB-11 (7-8)	SB-12 (1-2)	SB-13 (7-8)	SB-14 (5-7)	SB-15 (1-2)	SB-16 (12.5)	SB-17 (5.0-7.5)	SB-18 (1-2)	SB-19 (7-8.5)	SB-20 (0-1)	SB-22 (0-0.5)	SB-21 (7-9)
	Residential		Construction Worker																									
	Ingestion	Inhalation	Ingestion	Inhalation																								
Acenaphthene	4,700	--	120,000	--	570	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Acenaphthylene	2,300	--	--	--	85	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Anthracene	23,000	--	610,000	--	12,000	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Benzo(a)anthracene	0.9	--	170	--	2	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Benzo(b)fluoranthene	0.9	--	170	--	5	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Benzo(k)fluoranthene	9	--	1,700	--	49	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Benzo(g,h,i)perylene	2,300	--	--	--	27,000	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Benzo(a)pyrene	2.1*	--	17	--	8	<0.0728	<0.0612	<0.0690	<0.0750	<0.0617	<0.0689	<0.0634	<0.0644	<0.0636	<0.0767	<0.0702	<0.0710	<0.0655	<0.0808	<0.0763	<0.0784	<0.0634	<0.0738	<0.0736	<0.0749	<0.0662	<0.0691	<0.0777
Chrysene	88	--	17,000	--	160	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Dibenz(a,h)anthracene	0.09	--	17	--	2	<0.0728	<0.0612	<0.0690	<0.0750	<0.0617	<0.0689	<0.0634	<0.0644	<0.0636	<0.0767	<0.0702	<0.0710	<0.0655	<0.0808	<0.0763	<0.0784	<0.0634	<0.0738	<0.0736	<0.0749	<0.0662	<0.0691	<0.0777
Fluoranthene	3,100	--	82,000	--	4,300	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Fluorene	3,100	--	82,000	--	560	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.252	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Indeno(1,2,3-cd)pyrene	0.9	--	170	--	14	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.552	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Naphthalene	1,600	170	4,100	1.8	12	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.252	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Phenanthrene^	2,300	--	--	--	220	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.952	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431
Pyrene	2300	--	61,000	--	4,200	<0.404	<0.340	<0.383	<0.416	<0.343	<0.382	<0.952	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.352	<0.410	<0.408	<0.416	<0.368	<0.384	<0.431

* Illinois EPA Tier 1 Soil Remediation Objectives (SROs); 35 IAC 742, Appendix B, Table A (Residential)
* Refers to background concentration from 35 IAC 742, Appendix A, Table H
-- Constituent for which no Remediation Objective has been established
N/A Sample not analyzed for this constituent
Bold = Constituent detected
Bold/Shaded - Constituent detected above Remediation Objective

TABLE 4
RCRA METALS SOIL RESULTS - INGESTION AND INHALATION PATHWAYS
CSCA PARCEL 11.04
NORTHWEST CORNER OF CAL SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

Chemical Name	Exposure Route-Specific SROs[a] (mg/kg)				SB-1 (1-3)	SB-2 (10-11)	SB-3 (5-7)	SB-4 (1-3)	SB-5 (1.5-3.0)	SB-6 (0-1)	SB-6 (5-7)	SB-7 (5-7)	SB-8 (1-3)	SB-9 (5-7)	SB-10 (1-4)	SB-11 (7-9)	SB-12 (1-3)	SB-13 (7-8)	SB-14 (6-7)	SB-15 (1-3)	SB-16 (1-2.5)	SB-17 (5.5-7.5)	SB-18 (1-3)	SB-19 (7-9.5)	SB-20 (0-1)	SB-21 (7-9)	SB-22 (0-0.5)
	Residential		*Construction Worker*																								
	ingestion	inhalation	ingestion	inhalation	(mg/kg)																						
RCRA METALS																											
Arsenic	13	750	61	25000	**17.8**	**4.16**	**7.85**	**3.05**	--	--	--	--	--	--	--	--	--	--	--	--	--	**2.56**	**3.09**	**10.9**	**10.8**	**5.53**	**6.8**
Barium	5500	690000	14000	870000	**33.5**	**14.2**	**19.7**	**43.5**	--	--	--	--	--	--	--	--	--	--	--	--	--	**93.8**	**49.1**	**58.9**	**25.5**	**82**	**39**
Cadmium	78	1800	200	59000	**0.888**	**0.338**	**0.511**	**0.405**	--	--	--	--	--	--	--	--	--	--	--	--	--	**0.574**	**0.479**	**1.07**	**0.532**	**0.745**	**0.551**
Hexavalent Chromium	230	270	4100	690	< 0.365	< 0.314	< 0.359	< 0.388	--	--	--	--	--	--	--	--	--	--	--	--	--	< 0.377	< 0.380	< 0.379	< 0.337	< 0.395	< 0.348
Lead	400	--	700	--	**12.4**	**7.33**	**10.5**	**9.84**	**11.8**	**11.2**	**6.45**	**7.35**	**11.7**	**18.1**	**14.3**	**16.7**	**5.25**	**32.2**	**18.1**	**12.7**	**6.06**	**10.8**	**19.9**	**20**	**12.9**	**17.7**	**13**
Mercury	23	10	61	0.1	< 0.0922	< 0.0836	< 0.0925	< 0.103	--	--	--	--	--	--	--	--	--	--	--	--	--	< 0.0980	< 0.0923	< 0.0996	< 0.0889	< 0.0980	< 0.0865
Selenium	390	--	1000	--	< 0.576	< 0.523	< 0.578	< 0.644	--	--	--	--	--	--	--	--	--	--	--	--	--	< 0.613	< 0.577	< 0.623	< 0.556	< 0.613	< 0.540
Silver	390	--	1000	--	< 0.576	< 0.523	< 0.578	< 0.644	--	--	--	--	--	--	--	--	--	--	--	--	--	< 0.613	< 0.577	< 0.623	< 0.556	< 0.613	< 0.540

[a] Illinois EPA Tier 1 Soil Remediation Objectives (SROs): 35 IAC 742, Appendix B, Table A (Residential)
See 35 IAC 742, Appendix A, Table G for the ingestion route for arsenic
-- Constituent for which no Remediation Objective has been established
N/A Sample not analyzed for this constituent
Bold = Constituent detected
Bold/Shaded - Constituent detected above Remediation Objective

TABLE 5
COMPARISON OF TOTAL RCRA METALS RESULTS IN SOIL SAMPLES TO
pH SPECIFIC SOIL MIGRATION TO CLASS I GROUNDWATER REMEDIAL OBJECTIVES
CSCA PARCEL 11.04
NORTHWEST CORNER OF CA. SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

	Soil Migration to Class I Groundwater pH Specific Objectives [a]				SB-1 (1-3)	SB-2 (10-11)	SB-3 (5-7)	SB-4 (1-3)	SB-5 (1.5-3.0)	SB-6 (0-1)	SB-6 (5-7)	SB-7 (5-7)	SB-8 (1-3)	SB-9 (5-7)	SB-10 (1-4)	SB-11 (7-9)	SB-12 (1-3)	SB-13 (7-8)	SB-14 (6-7)	SB-15 (1-3)	SB-16 (1-2.5)	SB-17 (5.5-7.5)	SB-18 (1-3)	SB-19 (7-9.5)	SB-20 (0-1)	SB-21 (7-9)	SB-22 (0-0.5)
	pH = 6.90-7.24	*pH = 7.25-7.74*	*pH = 7.75-8.24*	*pH = 8.25-8.74*																							
Constituent																											
Arsenic	29	30	31	32	17.8	4.16	7.83	3.05	—	—	—	—	—	—	—	—	—	—	—	—	1.56	3.09	10.9	10.8	5.53	6.8
Barium	1700	1800	2100	NA	33.5	14.2	19.7	43.5	—	—	—	—	—	—	—	—	—	—	—	—	33.8	49.1	58.9	25.5	82	39
Cadmium	11	59	430	NA	0.388	0.338	0.521	0.486	—	—	—	—	—	—	—	—	—	—	—	—	0.574	0.479	1.07	0.532	0.743	0.553
Hexavalent Chromium	36	32	28	24	< 0.265	< 0.314	< 0.359	< 0.388	—	—	—	—	—	—	—	—	—	—	—	—	< 0.377	< 0.380	< 0.379	< 0.337	< 0.395	< 0.348
Lead	107	107	107	107	22.4	7.33	10.5	9.84	11.6	11.2	6.45	7.35	11.7	18.1	14.2	16.7	5.25	32.2	18.1	12.7	6.06	10.8	19.9	20	12.9	17.7	11
Mercury	2.3	6.4	8	NA	< 0.0922	< 0.0836	< 0.0925	< 0.103	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.0980	< 0.0925	< 0.0996	< 0.0889	< 0.0980	< 0.0865
Selenium	4.5	3.3	2.4	1.8	< 0.556	< 0.503	< 0.556	< 0.621	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.613	< 0.577	< 0.623	< 0.556	< 0.613	< 0.540
Silver	13	39	110	NA	< 0.556	< 0.503	< 0.556	< 0.621	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.613	< 0.577	< 0.623	< 0.556	< 0.613	< 0.540
Soil pH					8.2	7.9	7.6	7.8	7.6	8	7.9	8.1	7.8	7.6	7.8	7.9	7.5	7.5	7.6	7.4	7.8	7.9	7.8	7.7	7.8	7.3	7.8

[a] Refers to Remedial Objective from 35 IAC 742, Appendix B, Table C
NA = No data available for this pH range
— = Remedial objective not established
Bold = Constituent detected
Bold/Shaded = Constituent detected above Remediation Objective

TABLE 6
VOC GROUNDWATER RESULTS
CSCA PARCEL 11.04
NORTHWEST CORNER OF CAL SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

Constituent	Groundwater Remediation Objective[a]	MW-1	MW-2	MW-3	MW-6	MW-7	MW-8	MW-9	MW-10	MW-11
VOCs										
Acetone	6.3	< 0.0500	< 0.0500	< 0.0500	< 0.0500	< 0.0500	< 0.0500	< 0.0500	< 0.0500	< 0.0500
Benzene	0.005	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Bromodichloromethane	0.0002	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200
Bromoform	0.001	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200
Bromomethane	0.0098	< 0.00980	< 0.00980	< 0.00980	< 0.00980	< 0.00980	< 0.00980	< 0.00980	< 0.00980	< 0.00980
2-Butanone	4.2	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100
Carbon disulfide	0.7	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100
Carbon tetrachloride	0.005	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Chlorobenzene	0.1	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Chloroethane	---	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100
Chloroform	0.0002	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200
Chloromethane	---	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100	< 0.0100
Dibromochloromethane	0.14	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
1,1-Dichloroethane	0.7	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
1,2-Dichloroethane	0.005	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
1,1-Dichloroethene	0.007	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
cis-1,2-Dichloroethene	0.07	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
trans-1,2-Dichloroethene	0.1	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
1,2-Dichloropropane	0.005	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
cis-1,3-Dichloropropene	0.001	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200
trans-1,3-Dichloropropene	0.001	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200
Ethylbenzene	0.7	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
2-Hexanone	0.035	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Methyl tert-butyl ether	0.07	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
4-Methyl-2-pentanone	0.56	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Methylene chloride	0.005	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Styrene	0.1	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
1,1,2,2-Tetrachloroethane	0.00043	< 0.000255	< 0.000255	< 0.000255	< 0.000255	< 0.000255	< 0.000255	< 0.000255	< 0.000255	< 0.000255
Tetrachloroethene	0.005	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Toluene	1	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
1,1,1-Trichloroethane	0.2	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
1,1,2-Trichloroethane	0.005	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Trichloroethene	0.005	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Vinyl chloride	0.002	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00200
Xylenes (total)	10	< 0.0150	< 0.0150	< 0.0150	< 0.0150	< 0.0150	< 0.0150	< 0.0150	< 0.0150	< 0.0150

[a] Illinois EPA Tier 1 Groundwater Remediation Objectives; 35 IAC 742, Appendix B, Table E
All results in mg/L unless noted otherwise.
-- Constituent for which no Remediation Objective has been established

TABLE 7
SVOCS GROUNDWATER RESULTS
CSCA PARCEL 11.04
NORTHWEST CORNER OF CAL SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

Constituent	Groundwater Remediation Objective[a]	MW-1	MW-2	MW-3	MW-6	MW-7	MW-8	MW-9	MW-10	MW-11
SVOCs					mg/L					
Acenaphthene	0.42	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Acenaphthylene	0.21	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Anthracene	2.1	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Benzo(a)anthracene	0.00013	< 0.000124	< 0.000117	< 0.000120	< 0.000117	< 0.000119	< 0.000126	< 0.000121	< 0.000124	< 0.000120
Benzo(b)fluoranthene	0.00018	< 0.000129	< 0.000122	< 0.000125	< 0.000122	< 0.000124	< 0.000132	< 0.000126	< 0.000129	< 0.000125
Benzo(k)fluoranthene	0.00017	< 0.000140	< 0.000133	< 0.000135	< 0.000133	< 0.000134	< 0.000143	< 0.000137	< 0.000140	< 0.000135
Benzo(g,h,i)perylene	0.21	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Benzo(a)pyrene	0.0002	< 0.000151	< 0.000143	< 0.000146	< 0.000143	< 0.000144	< 0.000154	< 0.000147	< 0.000151	< 0.000146
Bis(2-chloroethoxy)methane		< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Bis(2-chloroethyl)ether	0.01	< 0.00753	< 0.00714	< 0.00729	< 0.00714	< 0.00722	< 0.00769	< 0.00737	< 0.00753	< 0.00729
Bis(2-chloroisopropyl)ether	0.28	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Bis(2-ethylhexyl)phthalate	0.006	< 0.00430	< 0.00408	< 0.00417	< 0.00408	< 0.00412	< 0.00440	< 0.00421	< 0.00430	< 0.00417
4-Bromophenyl phenyl ether		< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Butyl benzyl phthalate	1.4	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Carbazole		< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
4-Chloro-3-methylphenol		< 0.0215	< 0.0204	< 0.0208	< 0.0204	< 0.0206	< 0.0220	< 0.0211	< 0.0215	< 0.0208
4-Chloroaniline	0.028	< 0.0215	< 0.0204	< 0.0208	< 0.0204	< 0.0206	< 0.0220	< 0.0211	< 0.0215	< 0.0208
2-Chloronaphthalene	0.56	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2-Chlorophenol	0.035	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
4-Chlorophenyl phenyl ether		< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Chrysene	0.0015	< 0.00118	< 0.00112	< 0.00115	< 0.00112	< 0.00113	< 0.00121	< 0.00116	< 0.00118	< 0.00115
Di-n-butyl phthalate	0.7	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Di-n-octyl phthalate	0.14	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Dibenz(a,h)anthracene	0.0003	< 0.000215	< 0.000204	< 0.000208	< 0.000204	< 0.000206	< 0.000220	< 0.000211	< 0.000215	< 0.000208
Dibenzofuran	0.007	< 0.0215	< 0.0204	< 0.0208	< 0.0204	< 0.0206	< 0.0220	< 0.000419	< 0.000428	< 0.000415
1,2-Dichlorobenzene	0.6	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
1,3-Dichlorobenzene		< 0.00430	< 0.00408	< 0.00417	< 0.00408	< 0.00412	< 0.00440	< 0.00421	< 0.00430	< 0.00417
1,4-Dichlorobenzene	0.075	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
3,3'-Dichlorobenzidine	0.02	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2,4-Dichlorophenol	0.021	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Diethyl phthalate	5.6	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Dimethyl phthalate		< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2,4-Dimethylphenol	0.14	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
4,6-Dinitro-2-methylphenol	0.00056	< 0.000980	< 0.000930	< 0.000949	< 0.000930	< 0.000939	< 0.00100	< 0.000959	< 0.000980	< 0.000949
2,4-Dinitrophenol	0.014	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2,4-Dinitrotoluene	0.00002	< 0.0000677	< 0.0000643	< 0.0000656	< 0.0000643	< 0.0000649	< 0.0000692	< 0.0000663	< 0.0000677	< 0.0000656
2,6-Dinitrotoluene	0.00031	< 0.000205	< 0.000195	< 0.000199	< 0.000195	< 0.000197	< 0.000210	< 0.000201	< 0.000205	< 0.000199
Fluoranthene	0.28	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Fluorene	0.28	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Hexachlorobenzene	0.00006	< 0.000123	< 0.000117	< 0.000119	< 0.000117	< 0.000118	< 0.000126	< 0.000121	< 0.000123	< 0.000119
Hexachlorobutadiene	0.007	< 0.00108	< 0.00107	< 0.00104	< 0.00102	< 0.00103	< 0.00110	< 0.00105	< 0.00108	< 0.00104
Hexachlorocyclopentadiene	0.05	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Hexachloroethane	0.007	< 0.00538	< 0.00510	< 0.00521	< 0.00510	< 0.00515	< 0.00549	< 0.00526	< 0.00538	< 0.00521
Indeno(1,2,3-cd)pyrene	0.00043	< 0.000323	< 0.000306	< 0.000312	< 0.000306	< 0.000309	< 0.000330	< 0.000316	< 0.000323	< 0.000312
Isophorone	1.4	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2-Methylnaphthalene	0.028	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2-Methylphenol	0.35	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
3 & 4-Methylphenol	0.35	< 0.0215	< 0.0204	< 0.0208	< 0.0204	< 0.0206	< 0.0220	< 0.0211	< 0.0215	< 0.0208
Naphthalene	0.14	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2-Nitroaniline	0.105	< 0.0538	< 0.0510	< 0.0521	< 0.0510	< 0.0515	< 0.0549	< 0.0526	< 0.0538	< 0.0521
3-Nitroaniline		< 0.0538	< 0.0510	< 0.0521	< 0.0510	< 0.0515	< 0.0549	< 0.0526	< 0.0538	< 0.0521
4-Nitroaniline	0.028	< 0.0215	< 0.0204	< 0.0208	< 0.0204	< 0.0206	< 0.0220	< 0.0211	< 0.0215	< 0.0208
Nitrobenzene	0.0035	< 0.00215	< 0.00204	< 0.00208	< 0.00204	< 0.00206	< 0.00220	< 0.00211	< 0.00215	< 0.00208
2-Nitrophenol		< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
4-Nitrophenol	0.056	< 0.0538	< 0.0510	< 0.0521	< 0.0510	< 0.0515	< 0.0549	< 0.0526	< 0.0538	< 0.0521
N-Nitroso-di-n-propylamine	0.0018	< 0.00118	< 0.00112	< 0.00115	< 0.00112	< 0.00113	< 0.00121	< 0.00116	< 0.00118	< 0.00115
N-Nitrosodiphenylamine	0.0032	< 0.000602	< 0.000571	< 0.000583	< 0.000571	< 0.000577	< 0.000615	< 0.000589	< 0.000602	< 0.000583
Pentachlorophenol	0.001	< 0.000968	< 0.000918	< 0.000938	< 0.000918	< 0.000928	< 0.000989	< 0.000947	< 0.000968	< 0.000938
Phenanthrene	0.21	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Phenol	0.1	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
Pyrene	0.21	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
1,2,4-Trichlorobenzene	0.07	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2,4,5-Trichlorophenol	0.7	< 0.0108	< 0.0102	< 0.0104	< 0.0102	< 0.0103	< 0.0110	< 0.0105	< 0.0108	< 0.0104
2,4,6-Trichlorophenol	0.01	< 0.00602	< 0.00571	< 0.00583	< 0.00571	< 0.00577	< 0.00615	< 0.00589	< 0.00602	< 0.00583

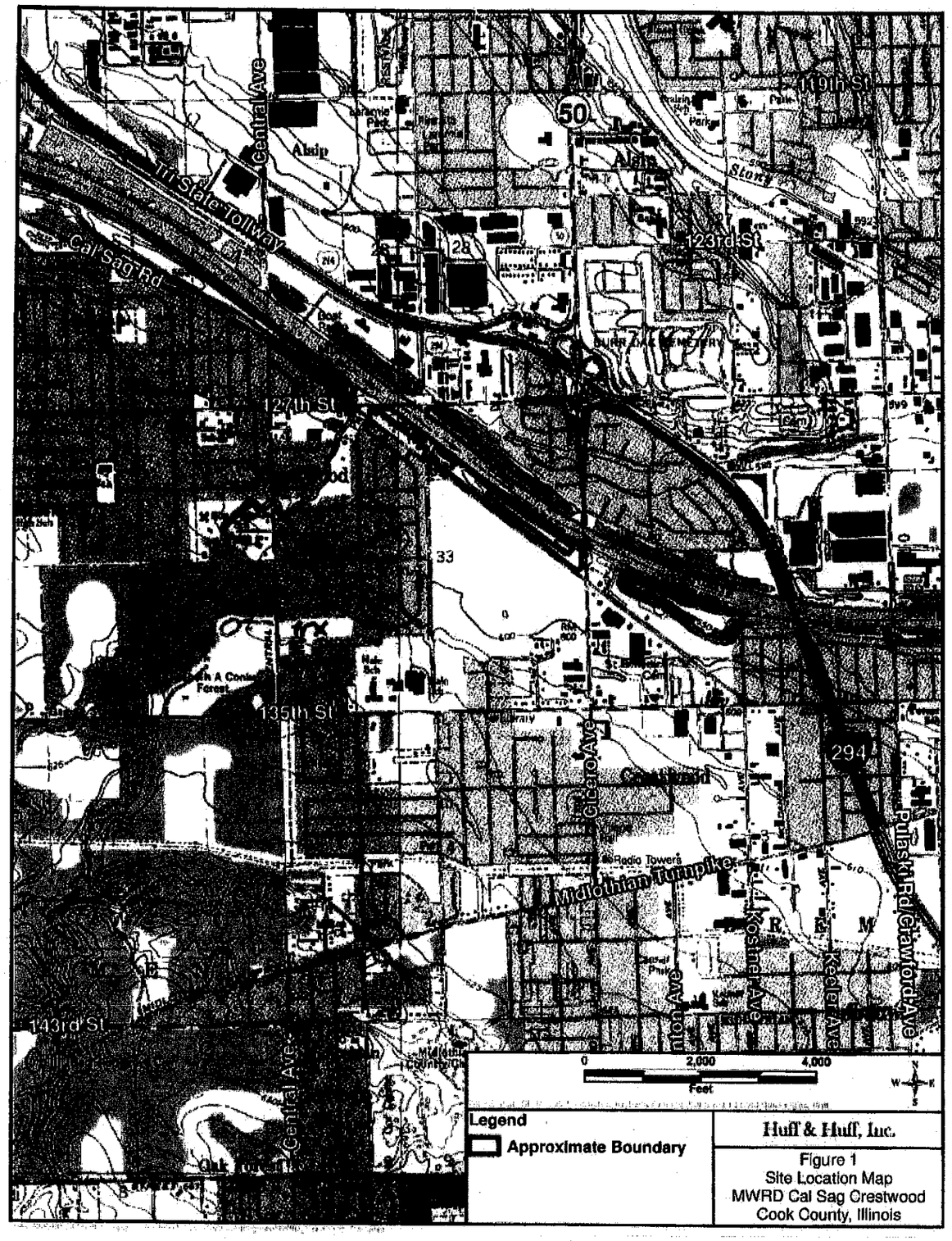
[a] Illinois EPA Tier 1 Groundwater Remediation Objectives; 35 IAC 742, Appendix B, Table E
All results in mg/L unless noted otherwise.
-- Constituent for which no Remediation Objective has been established

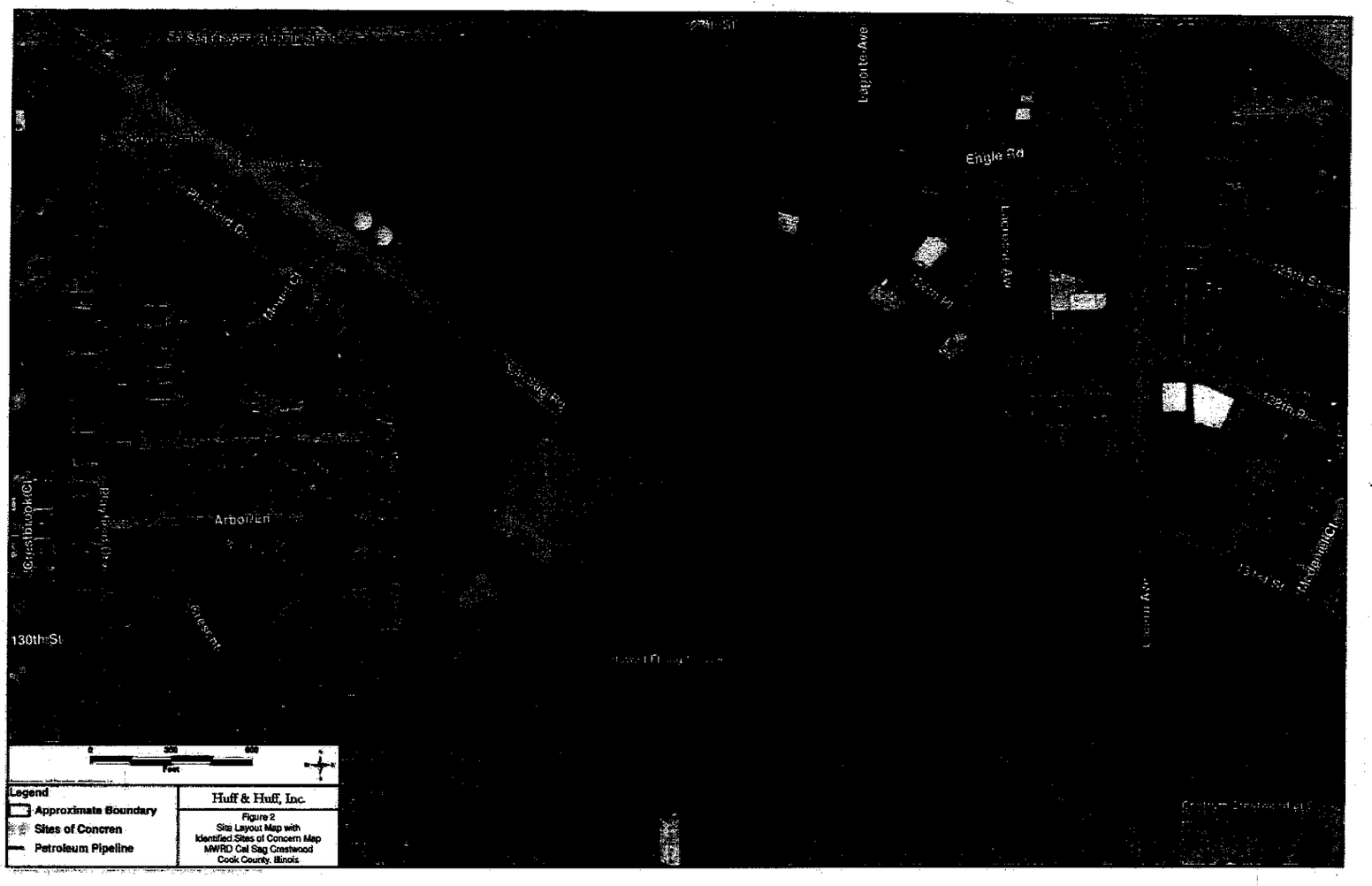
TABLE 8
RCRA METALS GROUNDWATER RESULTS
CSCA PARCEL 11.04
NORTHWEST CORNER OF CAL SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

Constituent	Groundwater Remediation Objective[a]	MW-1	MW-2	MW-3	MW-6	MW-7	MW-8	MW-9	MW-10
RCRA METALS (TOTAL)									
Arsenic	0.05	< 0.0100	**0.0550**	---	---	---	< 0.0100	< 0.0100	< 0.0100
Barium	2	**0.0687**	**0.244**	---	---	---	**0.100**	**0.137**	**0.101**
Cadmium	0.005	< 0.00500	< 0.00500	---	---	---	< 0.00500	< 0.00500	< 0.00500
Chromium	0.1	< 0.00500	**0.0738**	---	---	---	< 0.00500	**0.00517**	< 0.00500
Lead	0.0075	< 0.00500	**0.0741**	< 0.00500	**0.0124**	**0.0181**	< 0.00500	< 0.00500	< 0.00500
Mercury	0.002	< 0.000200	< 0.000200	---	---	---	< 0.000200	< 0.000200	< 0.000200
Selenium	0.05	< 0.0100	< 0.0100	---	---	---	< 0.00500	< 0.00500	< 0.00500
Silver	0.05	< 0.00500	< 0.00500	---	---	---	< 0.00500	< 0.00500	< 0.00500
RCRA METALS (DISSOLVED)									
Arsenic	0.05	< 0.0100	< 0.0100	---	---	---	< 0.0100	< 0.0100	< 0.0100
Barium	2	**0.0639**	**0.0551**	---	---	---	**0.0844**	**0.126**	**0.0698**
Cadmium	0.005	< 0.00500	< 0.00500	---	---	---	< 0.00500	< 0.00500	< 0.00500
Chromium	0.1	< 0.00500	< 0.00500	---	---	---	< 0.00500	< 0.00500	< 0.00500
Lead	0.0075	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
Mercury	0.002	< 0.000200	< 0.000200	---	---	---	< 0.000200	< 0.000200	< 0.000200
Selenium	0.05	< 0.0100	< 0.0100	---	---	---	< 0.00500	< 0.00500	< 0.00500
Silver	0.05	< 0.00500	< 0.00500	---	---	---	< 0.00500	< 0.00500	< 0.00500

[a] Illinois EPA Tier 1 Groundwater Remediation Objectives; 35 IAC 742, Appendix B, Table E
Bold = Constituent detected
Bold/Shaded - Constituent detected above Remediation Objective

Figures


Central Ave
Tri State Tollway
Cal Sag Rd
119th St
123rd St
127th St
135th St
143rd St
Cicero Ave
Pulaski Rd/Crawford Ave
Kostner Ave
Keeler Ave
Radio Towers
Midlothian Turnpike
Alsip
Stony
50
294
33
0
2,000
4,000
Feet
N
W
E
S
Legend
Approximate Boundary
Huff & Huff, Inc.
Figure 1
Site Location Map
MWRD Cal Sag Crestwood
Cook County, Illinois


Cal Sag Channel
Engle Rd
Arbor Dr
130th St
0
300
600
Feet
Legend
Approximate Boundary
Sites of Concren
Petroleum Pipeline
Huff & Huff, Inc.
Figure 2
Site Layout Map with
Identified Sites of Concern Map
MWRD Cal Sag Crestwood
Cook County, Illinois

127th St
Lapworth Ave
Eagle Rd
Lawndale Ave
128th St
128th Pl
Arbor Ln
Crestbrook Ct
Arbor Ln Pl
Arbor Ln
Greenhill
130th St
Cicero Ave
Meadow Ct
0
300
600
Feet
Legend
Approximate Boundary
Access Route/Work Area
Soil Bering
Huff & Huff, Inc.
Figure 3
Soil Boring Location Map
MWRD Cal Sag Crestwood
Cook County, Illinois

Arboretum
Legend
Approximate Boundary
Access Route/Work Area
Monitoring Well
Huff & Huff, Inc.
Figure 4
Well Location Map
MWRD Cal Sag Crestwood
Cook County, Illinois

Appendix A – Work Plans

August 25, 2016

Mark J. Leibrock, P.E.
Engineer of Site Remediation
Metropolitan Water Reclamation District of Greater Chicago
LASMA Visitor's Center
7601 South LaGrange Road
Willow Springs, IL 60480

Re: Phase II Environmental Investigations
Prime Work Order Agreement PO # 3087956
Task Order No. 2016-002
Site Visit, Database/Aerial Review, and Phase II Scope Preparation
CSCA Parcel 11.04
Cal Sag – West of Intersection with Rt 83
Crestwood, Illinois

Dear Mr. Leibrock:

Task Order No. 2016-002 has been prepared for your review. This Task Order includes conducting a site visit, reviewing a database search with aerials, and preparing a Phase II investigation scope for the above referenced parcel.

This Task Order provides a scope of services, specific project budget, and schedule. Please do not hesitate to call me with any questions or comments.

Sincerely,

Shane Cuplin, PG

Senior Project Manager

Enclosures

PHASE II ENVIRONMENTAL INVESTIGATIONS
PURCHASE ORDER NUMBER 3087956
AUGUST 25, 2016

TASK ORDER NO. 2016-002

VACANT PARCEL
CSCA PARCEL 11.04
CAL SAG AT RT 83
CRESTWOOD, ILLINOIS

1. BACKGROUND

The Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) has requested a scope of services towards completion of a baseline Phase II Site Investigation of parcel along the Cal Sag Channel west of Rt 83 in Crestwood. The parcel is currently vacant and has remained vacant since the initial installation of the Cal Sag. Additional information regarding the lease history of the parcel is pending. It is anticipated that this Task Order will be supplemented to include additional scope items towards completion of the Phase II sampling and Phase II report preparation.

2. WORK PLAN

The Task Order scope relates to conducting a site visit, obtaining/reviewing a database report with aerials, and preparing the scope for the Phase II sampling.

Task 1. Site Visit

H&H will conduct a site visit to identify potential sampling locations. Potential accessibility issues as part of sampling activities will be assessed in addition to noting of general site conditions. The site visit will be photo documented to aid in subsequent sampling of the site. A GPS unit will be used to record potential sampling areas and other areas of concern at the site. As the parcel consists of several acres it is anticipated that several hours may be necessary to assess site conditions (potential fly dumping).

Task 2. Database and Aerial Photograph Review

H&H will contract with an outside provider to obtain a database search and historic aerial photographs for the parcel and vicinity. The information will be reviewed to identify areas of concern for which to focus the above referenced site visit and the subsequent Phase II sampling (to be addressed in a supplement). The findings of the review will not be considered to identify Recognized Environmental Conditions (RECs), but geared towards identifying sites/areas of concern to better focus the Phase II sampling.

Task 3. Preparation of Phase II Investigation Scope

Based on findings and observations from Task 1 and Task 2, a scope of work will be prepared for the Phase II sampling activities. The scope will identify planned sampling areas as well as outline sampling parameters. The scope will first be prepared and submitted as a draft as it is anticipated that the final sampling scope outlined will be the result of an iterative process incorporating feedback from MWRDCG.

3. ESTIMATED COST

The cost estimate for this Task Order is presented in the attached Cost Estimate of Consultant Services (CECS). The manhour estimate is summarized below:

Task	Estimated Hours
1. Conduct Site Visit	6
2. Database/Aerials	8
3. Prepare Phase II Scope	11
TOTAL	**25**

4. PROJECTED TIMELINE

Pending site access, the site visit and preparation of the draft scope of work will be completed within two weeks of being given the notice to proceed.

September 22, 2016

Mark J. Leibrock, P.E.
Engineer of Site Remediation
Metropolitan Water Reclamation District of Greater Chicago
LASMA Visitor's Center
7601 South LaGrange Road
Willow Springs, IL 60480

Re: Phase II Environmental Investigations
Prime Work Order Agreement PO # 3087956
Task Order No. 2016-002 – Supplement #1
Biological Assessment and Phase II
MWRDGC Cal Sag – CSCA Parcel 11.04
Cal Sag – West of Intersection with Rt 83
Crestwood, Illinois

Dear Mr. Leibrock:

A supplement to Task Order No. 2016-002 has been prepared for your review. This supplement includes conducting Biological Assessment and tree clearing along with a Phase 2 Site Investigation for the above referenced parcel. This Phase 2 will act to assess the areas of concern and to act as a baseline assessment for the property.

This supplemental Task Order provides a scope of services, specific project budget, and schedule. Please do not hesitate to call me with any questions or comments.

Sincerely,

Shane Cuplin, PG

Senior Project Manager

Enclosures

An Equal Opportunity Employer M/F/V/H

PHASE II ENVIRONMENTAL INVESTIGATIONS
PURCHASE ORDER NUMBER 3087956
SEPTEMBER, 2016

TASK ORDER NO. 2016-002 – SUPPLEMENT #1

MWRDGC CSCA – PARCEL 11.04
CAL SAG AT RT 83
CRESTWOOD, ILLINOIS

1. BACKGROUND

The Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) has requested a scope of services towards completion of a baseline Phase II Subsurface Investigation of the approximate 25-acre parcel located south of the intersection of the Cal Sag west of Illinois Rt 83. Review of a database report and historic aerials was also requested. The Site is bordered to the north by the Cal Sag Channel, to the east by Cicero Avenue, to the south by Cal Sag Avenue and commercial businesses, and to the northwest by 127th Street. Huff & Huff, Inc. (H&H) previously reviewed a database search which included historic aerials. H&H conducted a site visit to assess conditions on August 30, 2016. Due to concerns over the gaining access to the forested areas and to aid in clarification to the utility services, the site was again visited on September 14, 2016. The site was observed to be vacant with areas of dense vegetation.

Aerials for the site and vicinity reviewed include dates of 1938, 1951, 1962, 1973, 1981, 1988, 1999, 2004-2007, and 2009-2015. Widening of the channel as apparent in the aerial from 1962. A portion of the site which currently consists of a vegetated depression was formerly part of a drainage/tributary. The depression as noted to correspond with the creation of the stormwater detention pond to the south the Cal Sag Road in the 1999 aerial.

The database was provided by Environmental Risk Information Services (ERIS) and included databases consistent with those required as part of ASTM E1527 (Phase I ESA). The database search identified several sites of concern based on their proximity to the Site. The sites of concern include:

1) Centrum Crestwood, L.L.C. – the property (13199 S Cicero Avenue) is located east of Cicero Avenue, to the east of the site. The property is listed on the Site Remediation Program (SRP) database and is also associated with Engineering and Institutional Controls.
2) Crestwook Auto, Inc. – the property (12727 Cal Sag Road) is located adjacent to the south of the Site. The property is listed on the UST database and is currently occupied by an auto repair center.
3) Howell Flying Service – the property (13202 S Cicero Avenue) is located south of Cal Sag Road to the south of the Site. The property is currently occupied by a strip mall, but was previously occupied by an airport. The flying service listing was associated with the removal of four USTs that appear related to the former airport at the property.
4) Bill's Service Center – the property (Rt 83 and Playfield Drive) is located south of Cal Sag Road, approximately 250 feet south of the Site. The property is listed on the LUST and UST databases and is currently occupied by an auto repair center.

5) Cal Sag Channel and 127th Street – the property is listed on the ERNS database within the database report as an "Orphan Site". The location is identified at the Cal Sag and 127th Street intersection associated with a sheen noted in the Cal Sag Channel.

The National Pipeline Mapping System online database provides information related to gas and hazardous liquid pipelines. The online database (URL https://www.npms.phmsa.dot.gov/PublicViewer) was reviewed and successfully identified a hazardous liquid petroleum pipeline depicted to the south of Cal Sag Road. The pipeline is considered a site of concern as related to the Site.

H&H previously provided services for assessing Cal Sag Channel spoil piles for beneficial reuse in Lake Michigan at Fullerton as part of the Lake Michigan Shoreline Protection Program. The spoil piles which were assessed were located approximately 2,000 feet east of the Site along the south side of the Cal Sag Channel. Frequent testing of the material for the constituent on the Full TCL list identified achievement of the objectives (Maximum Allowable Concentrations for CCDD) of the spoil piles. This previously tested material is assumed consistent with that remaining on the Site and planned to provide guidance during sampling of the Site.

2. WORK PLAN

The supplemental Task Order scope relates to performing a Phase II Subsurface Investigation and preparation of a Phase II report.

Task 1. Pre-Mobilization

This task includes activities necessary to be performed prior to drilling activities. Task includes personnel time for preparing a site specific Health and Safety Plan, conducting a site visit to mark boring locations and work with private utility locating service to identify possible conflict with the boring location and subsurface utilities. The task also includes personnel time for coordinating with the driller and analytical laboratory. Additional time included in task for a previously completed site visit to coordinate with the driller, public utility locator, and tree clearing subcontractors as well as expansion of the previously identified area to the current approximate 25-acre footprint.

Task 2. Biological Screening

Based on the presence and planned removal and disturbance of vegetated areas, H&H will conduct a wetland site screening to determine the presence/absence of wetlands within the project limits. Wetlands and associated waterways are protected under both the Clean Water Act and the Cook County Watershed Management Ordinance therefore, impacts to wetlands (which can include driving through and drilling within wetlands) would require a permit from the U.S. Army Corps of Engineers or the Metropolitan Water Reclamation District of Greater Chicago (MWRD), depending on the jurisdiction of the wetlands.

H&H will determine if wetlands are present and if impacts to wetlands are proposed in order to alter locations to avoid triggering requirements under the Clean Water Act and/or the Cook County Watershed Management Ordinance.

The following records/documents will be reviewed prior to conducting the field investigation.

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- County Soil Surveys
- County Flood Insurance Rate Maps
- Hydric Soils of the United States

H&H will note the general boundary of any wetlands found onsite for avoidance purposes. Formal delineations of wetlands are not included in this scope of work.

H&H will also conduct a cursory review of habitat onsite to ensure impacts to listed threatened and endangered species will not occur as a result of the proposed activates. If the project does not utilize federal funds and does not remove a known occupied maternity roost tree, any tree within 150 feet of a known occupied maternity roost tree, or trees within 0.25 mile of a NLEB hibernacula during the pup rearing season which is a two-month period from June through July (50 CFR Part 17), the project qualifies for exemption under the Final 4(d) rule. However, the project must also be in compliance with the Illinois Department of Natural Resource regulations concerning protecting state listed species. In some cases, the IDNR has a more conservative tree clearing restriction which would supersede the USFWS guidance. Coordination with this agency is also recommended.

Task 3. Tree Clearing

Tree and vegetation clearing is necessary in select areas to gain access for collection of soil and groundwater samples. Attempts will be made to minimize the areas of disturbance. H&H will subcontract with a tree/vegetation removal company to clear vegetated areas. H&H will additionally provide oversight and feedback to reflect potential sensitive areas previously noted in Task 2. For budgetary purposes the onsite time for tree clearing reflects the subcontractor estimate of five days.

Task 4. Perform Subsurface Investigation and Monitoring Well Sampling

H&H will contract with driller to advance borings and install temporary monitoring wells at the site. Borings are planned to be advanced at 22 locations as depicted on the attached figure. Based on review of environmental information for the surrounding area, bedrock is not anticipated to be encountered during the investigation. However, due to the rock contained within the spoils from the creation/widening of the Cal Sag Channel, boring depths within the disturbed area may be limited due to encountering refusal. Due to unknowns associated with the spoil areas, it is proposed that up to three attempts be made to push borings to completion within areas of difficult drilling.

The soil borings will be advanced to saturation observed during drilling. Based on observations within the saturated zone, soil borings planned for completion as temporary monitoring wells will be advanced to approximately 10 feet below the observed water level. As further described below, 12 of the soil borings are planned for completion as temporary monitoring wells. Due to topographic relief at the Site it is anticipated that it may be necessary to advance select borings to depths of up to 30 feet below ground surface. The soils will be continuously logged with observations and PID readings noted during drilling.

As previously discussed, sampling within the areas of Cal Sag Channel spoils will be streamlined such that the full analytical sampling suite will be conducted on half of the soil borings within the area. The number of samples initially selected for analyses of the full analytical suite is reduced based on the lack of previous development of the Site and the anticipation that groundwater is an appropriate indicator for impacts from offsite sources. Selection of samples for laboratory analyses will be based on field observations and PID screening as well as the observed depth to groundwater. Additional samples from select depths will be collected and held at the analytical laboratory, pending the first round of analytical results. The attached Sampling Plan Summary Table presents the anticipated soil analyses and associated site(s) of concern addressed by each location. The Analytical Analysis Summary Table further clarifies the planned number of samples to be collected for budgeting purposes.

Soil borings from the westernmost five locations will be converted to temporary monitoring wells. Soil borings from the two easternmost wells will also be converted to temporary wells. Pending field observations, five of the remaining 15 soil borings locations will be converted to temporary monitoring wells. The locations of the remaining five wells will be based on field observations or the locations nearer to the southern boundary (based on lack of previous development of the Site). The temporary wells will be constructed with 10 feet of screen and sufficient riser to allow the wells to remain as stick up wells for up to two weeks after well installation. The wells will be installed with sand pack and bentonite seal to allow for ideal sampling conditions. After receipt of the initial round of analytical groundwater results, the wells will be abandoned. The attached tables present the anticipated groundwater sampling. Due to the occurrence of turbidity with the temporary wells, metals sample analyses will be conducted using both filtered and unfiltered sampling methods. Note that based on the importance to appropriately assess groundwater at the Site, SVOC analyses are planned for the groundwater to include constituents beyond the suite of PNAs.

Field observations will be photo documented and recorded in a log book. Soil boring logs and descriptions of temporary monitoring wells will be prepared. The soil boring and well locations will be recorded with a GPS unit capable of sub meter accuracy for incorporation into the Phase II report. For budgetary purposes, the onsite time for the soil borings and temporary well installation is estimated to be conducted over a four day period. Additional personnel time is also included to document the well abandonment.

Task 5. Phase II Subsurface Investigation Report

A Phase II Subsurface Investigation will be prepared presenting the field observations and findings of the sampling. The report will first be completed in draft form for comment from the MWRDGC. A final report will be prepared addressing MWRDGC comments. It is anticipated that MWRDGC will provide H&H with specific report requirements prior to drafting on the report.

Task 6. Topographic Survey

H&H will contract with a surveyor to conduct a topographic survey of the Site. The topographic will be performed based on interpreted boundaries from an aerial photograph based on the MWRDGC provided information. The Site is generally bounded by 127th Street to the north, the Cal-Sag Channel to the north and east, Cicero Avenue to the east, and Cal Sag Road / commercial properties to the south. The survey will not include locating individual trees, only the limits of tree groups. A digital terrain model will be produced to convey elevation which identifies additional features among which include areas of remaining spoil piles and areas with large pieces of concrete and limestone, for example. Upon completion, the topographic survey will be provided as both hard (paper copy) and electronic (on CD) copies of the drawings. Task assumes WMRDGC will provide a letter of introduction with written authorization for subcontractor to access the Site.

3. ESTIMATED COST

The cost estimate for this Task Order is presented in the attached Cost Estimate of Consultant Services (CECS). Note that the tree clearing, topographic survey, and biological screening comprises approximately $45,300 (approximately 50%) of the overall cost but is necessary to gain access to sampling locations and provide a topographic survey. The manhour estimate is summarized below:

Task	Estimated Hours
1. Pre-Mobilization	33
2. Biological Screening	20
3. Tree Clearing	64
4. Perform Subsurface Investigation	103
5. Prepare Phase II Report	62
6. Topographic Survey	4
TOTAL	**286**

4. PROJECTED TIMELINE

The pre-mobilization and biological screening field activities will begin within two weeks of being given the notice to proceed. Tree clearing and drilling will occur within four weeks thereafter. Completion of the draft Phase II Subsurface Investigation report is anticipated within four weeks after completion of sampling.

SAMPLE PLAN SUMMARY
CAL-SAG - PARCEL 11.04
CRESTWOOD

Boring / Well ID	Purpose	Sample Parameters	Number of Samples	
			Soil	Groundwater**
SB-1	Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	*	1
SB-2	Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	*	---
SB-3	Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	*	---
SB-4	Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	*	---
SB-5	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-6	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-7	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-8	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-9	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-10	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-11	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-12	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-13	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-14	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-15	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-16	Howell Flying Service & Petroleum Pipeline, Cal-Sag Spoil Material	VOCs, PNAs, Lead, pH **OR** PNAs only	*	---
SB-17	Centrum Crestwood, LLC, Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	1	1
SB-18	Centrum Crestwood, LLC, Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	1	1
SB-19	Crestwood Auto & Bills Service Center, Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	1	1
SB-20	Crestwood Auto & Bills Service Center, Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	1	1
SB-21	Crestwood Auto & Bills Service Center, Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	1	1
SB-22	Crestwood Auto & Bills Service Center, Cal-Sag Spoil Material	VOCs, PNAs, 8 RCRA Metals, pH	1	1

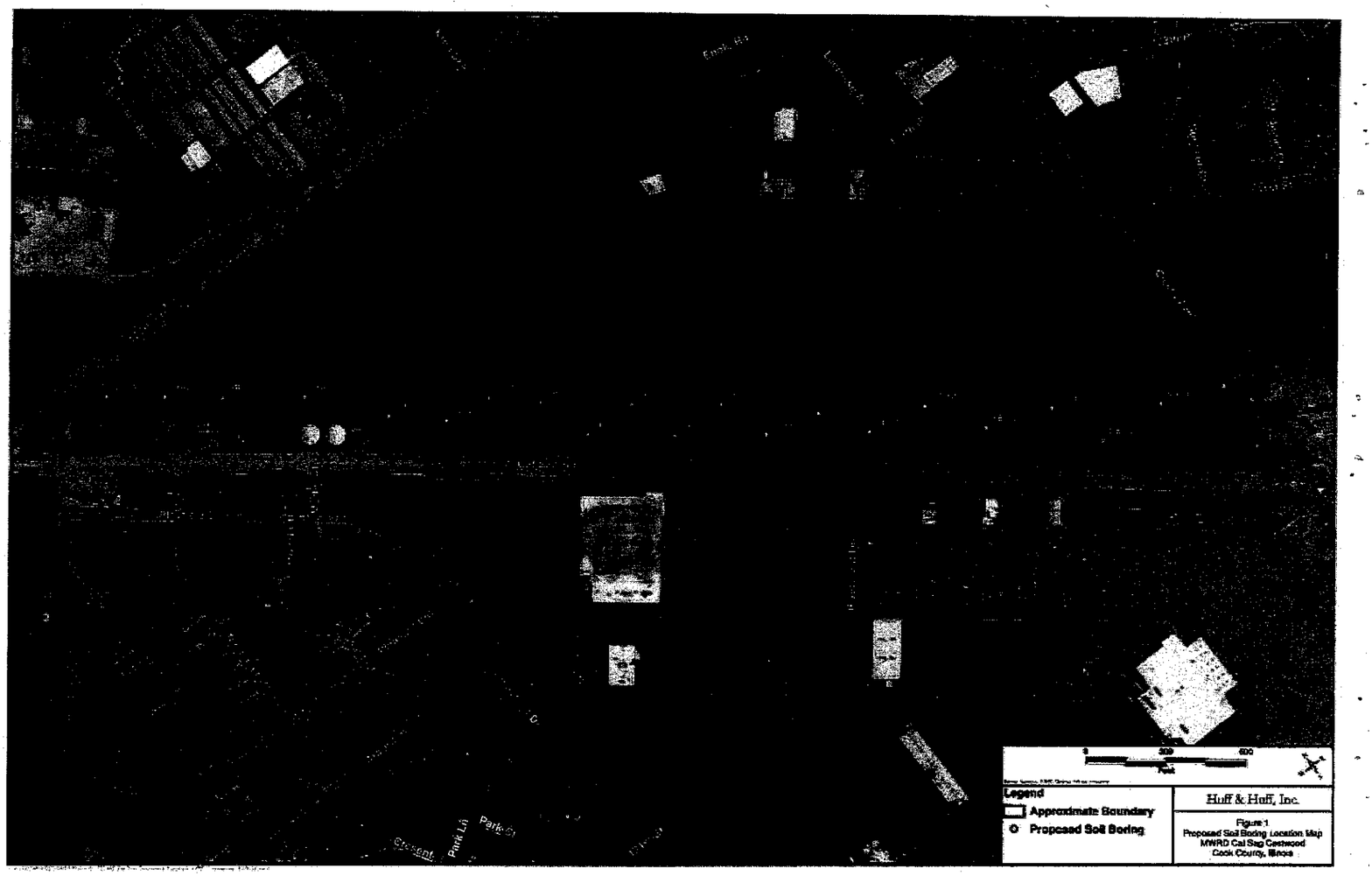
*Eight soil samples planned for intitial analysis from SB-1 through SB-16, samples from remaining borings will be collected for laboratory analysis of PNAs onl

** Groundwater metals will be collected for analysis of both total and dissolved. Groundwater will be collected from 12 locations. Based on the importance to appropriately assess groundwater at the Site, the PNA sampling will be expanded to consist of the more inclusive SVOC suite.
Note that the chromium soil analyses will be performed for hexavalent chromium for comparison the the Tier 1 Ros.

ANALYTICAL ANALYSIS SUMMARY
CAL-SAG - PARCEL 11.04
CRESTWOOD

	Soil	Groundwater	Groundwater (Dissolved)
VOCs	14	12	---
PNAs	22	0	---
8 RCRA Metals*	10	7	7
Hexavalent Chromium	10	0	---
Lead*	12	5	5
pH	22	0	---
SVOC	0	12	---
TCLP/SPLP RCRA Metals	5	0	---

* Groundwater samples for RCRA Metals and Lead will be collected for both total and dissolved (H&H will field filter)


Stewart
Park Ln
Park Ct
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300
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Feet
Legend
Approximate Boundary
Proposed Soil Boring
Huff & Huff, Inc.
Figure 1
Proposed Soil Boring Location Map
MWRD Cal Sag Cesiwood
Cook County, Illinois

EXHIBIT "D"

MEMORANDUM OF LEASE FORM

PREPARED BY
AND RETURN TO:

David B. Sosin
Sosin, Arnold & Schoenbeck, Ltd.
Suite 205
9501 W. 144th Place
Orland Park, IL 60462

P.I.N.s:
24-33-200-003-0000 (portion)
24-33-202-004-0000 (portion)
24-33-202-005-0000 (portion)

MEMORANDUM OF LEASE

THIS MEMORANDUM, dated as of February 1, 2019, is intended to put all third parties on notice of the existence of a lease (the "Lease") of those certain premises located on the real property legally described on **Exhibit "A"** attached hereto and made a part hereof (the "Property") between the **METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO,** a body corporate and politic organized and existing under the laws of the State of Illinois ("Landlord"), having its principal place of business at 100 East Erie Street, Chicago, Illinois 60611 and the **VILLAGE OF CRESTWOOD**, an Illinois municipal agency ("Tenant"), having its principal place of business at 13840 S. Cicero Avenue, Crestwood, Illinois 60418.

1. The Effective Date of the Lease is February 1, 2019.

2. The Rental Commencement Date is February 1, 2019 as set forth in Paragraph 1.02 of the Lease.

3. The term of the Lease is for sixty (60) years.

4. The rent and additional compensation shall be as set forth in Paragraph Two of the Lease.

5. The Tenant has a right to mortgage the leasehold premises interest as set forth in Paragraph 3.12 of the Lease.

6. The Lease contains various other terms and conditions. In the event of any conflict between the terms and conditions of the Lease and the terms and provisions of this memorandum, the terms and provisions of the Lease shall govern. Copies of the Lease may be obtained from the Landlord or the Tenant.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO,
A body corporate and politic

By: _____
Frank Avila
Chairman of Committee on Finance

Attest:

_____
Jacqueline Torres, Clerk

STATE OF ILLINOIS)
COUNTY OF COOK) ss

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank Avila, the Chairman of Committee on Finance of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic ("Landlord"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Chairman, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2019.

_____
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

VILLAGE OF CRESTWOOD
An Illinois municipal agency

By: _____
Louis Presta,
Its: Mayor

Attest:

_____
Catherine M. Johnson, Village Clerk

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Presta, the Mayor of the Village of Crestwood, an Illinois municipal agency ("Tenant"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Mayor, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this _____ day of _____, 2019.

_____
Notary Public

☐ Personally known **OR** ☐ Produced Identification
Type of Identification Produced _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEMISED PREMISES:

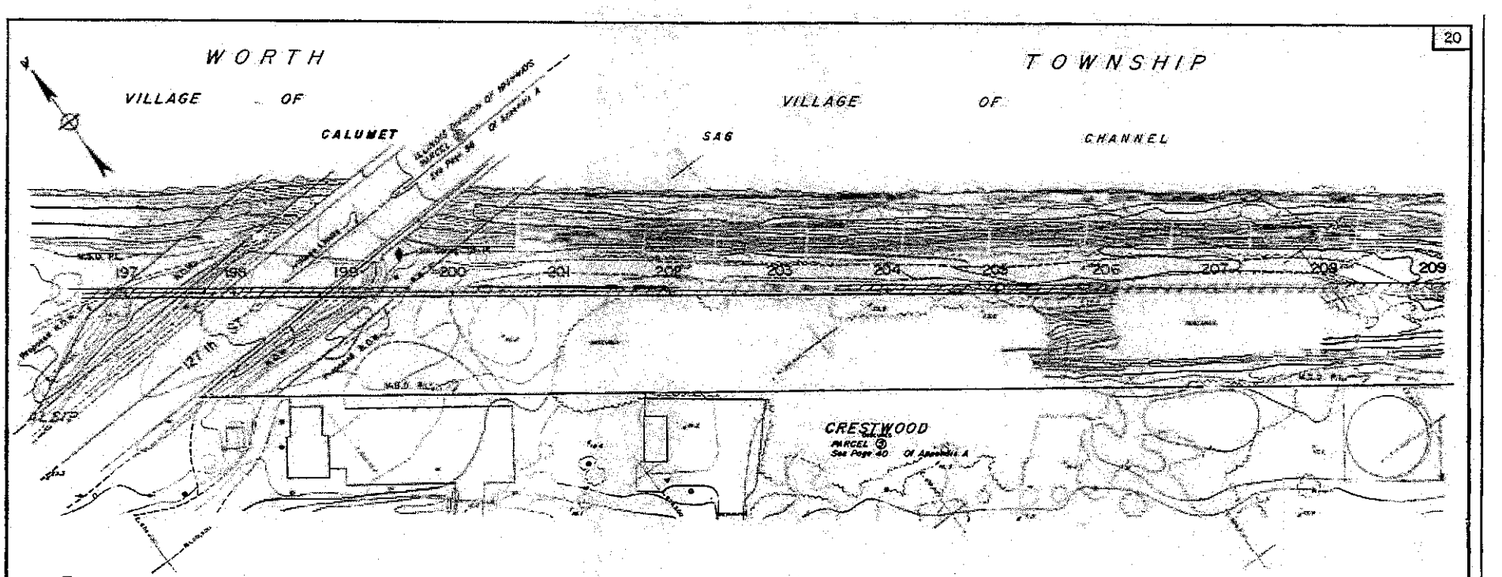
[ADD LEGAL]

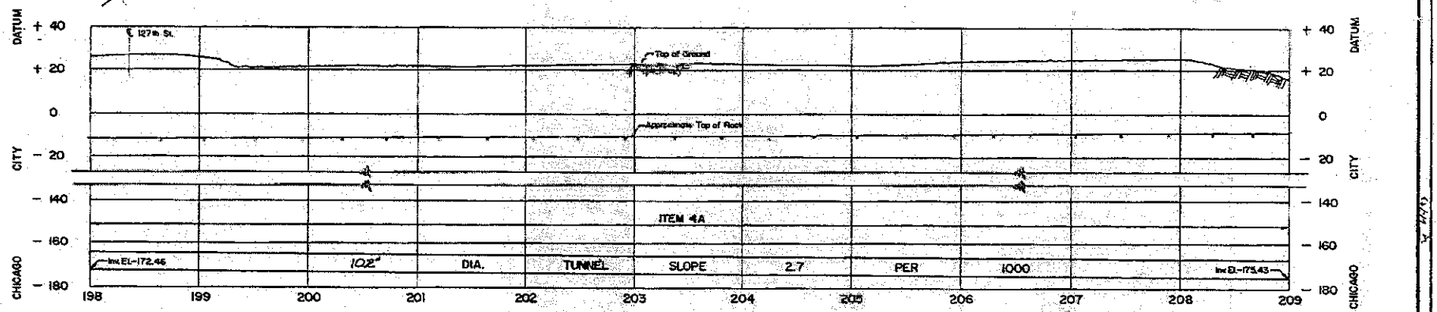
PROPERTY ADDRESS: 8.61 ACRES OF VACANT REAL ESTATE LOCATED WEST OF CICERO AND SOUTH OF THE CAL-SAG CHANNEL IN CRESTWOOD, IL 60418

PERMANENT INDEX NUMBERS: 24-33-200-003-0000 (portion)
24-33-202-004-0000 (portion)
24-33-202-005-0000 (portion)

EXHIBIT "E"

SHEETS 20-23 OF CAL-SAG RELIEF (Contract 70-232-2S)





Horizontal Scale of Tracing 1"=40'-0"
80 40 30 20 10 0 30 100

Vertical Scale of Tracing 1"=20'-0"
0 30 40 60 80

For General Notes See Sheet No. 30
For Conventional Signs See Sheet No. 29
Note "A" on Sheet No. 77 applies to this Sheet.

BUILT AS SHOWN EXCEPT AS NOTED

AIR MAPS, INC.

REVISIONS		
NO.	DATE	BY
1	9-13-62	EMIL

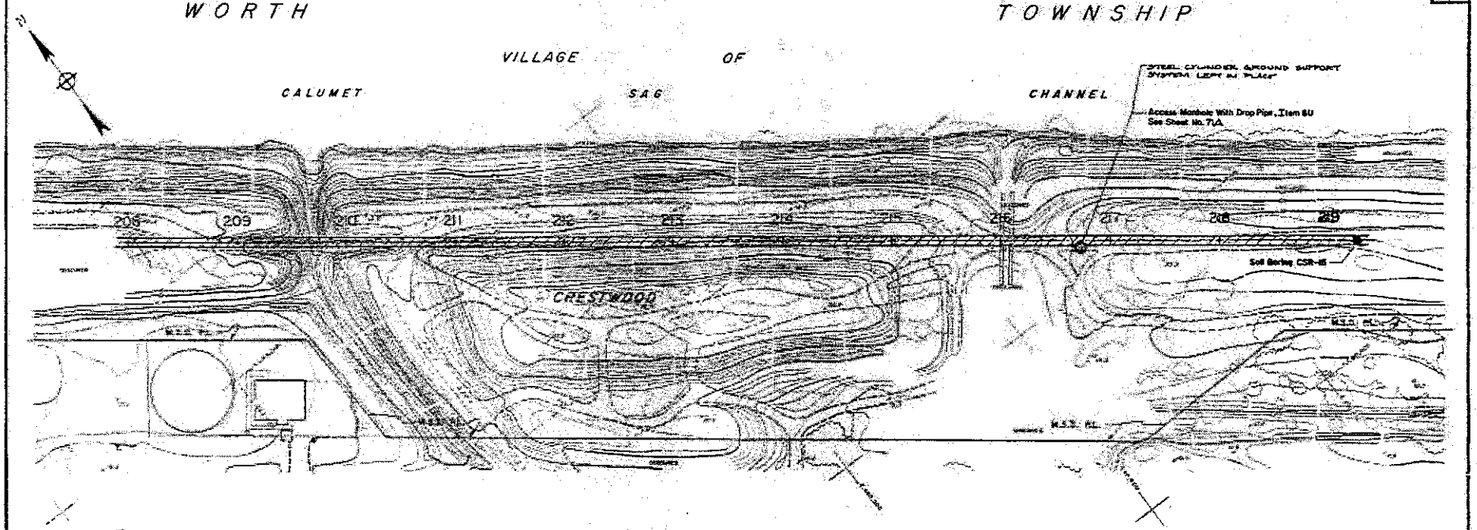
THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

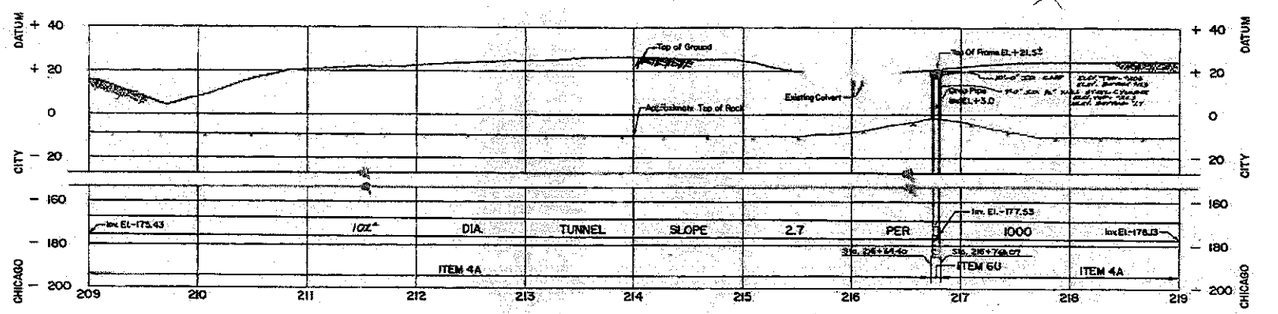
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
PLAN AND PROFILE

Drawn: DJW Traced: DJM Checked: M.J. Schmidt M.S. DATE SEPT. 1962 SHEET NO. 20

Director
Chief Engineer
Assistant Chief Engineer

SCALES SHOWN ARE-SCALES OF TRACINGS





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Vertical Scale of Tracing (1"=20'-0")
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For General Notes See Sheet No. 20
For Conventional Signs See Sheet No. 2B
Note "A" on Sheet No. 7F applies to this Sheet.

BUILT AS SHOWN EXCEPT AS NOTED

Chairman
Chief Engineer
M.S.D. Assistant Engineer

AIR MAPS, INC.

REVISIONS		
NO.	DATE	BY
1	9-22-82	D.M.

THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

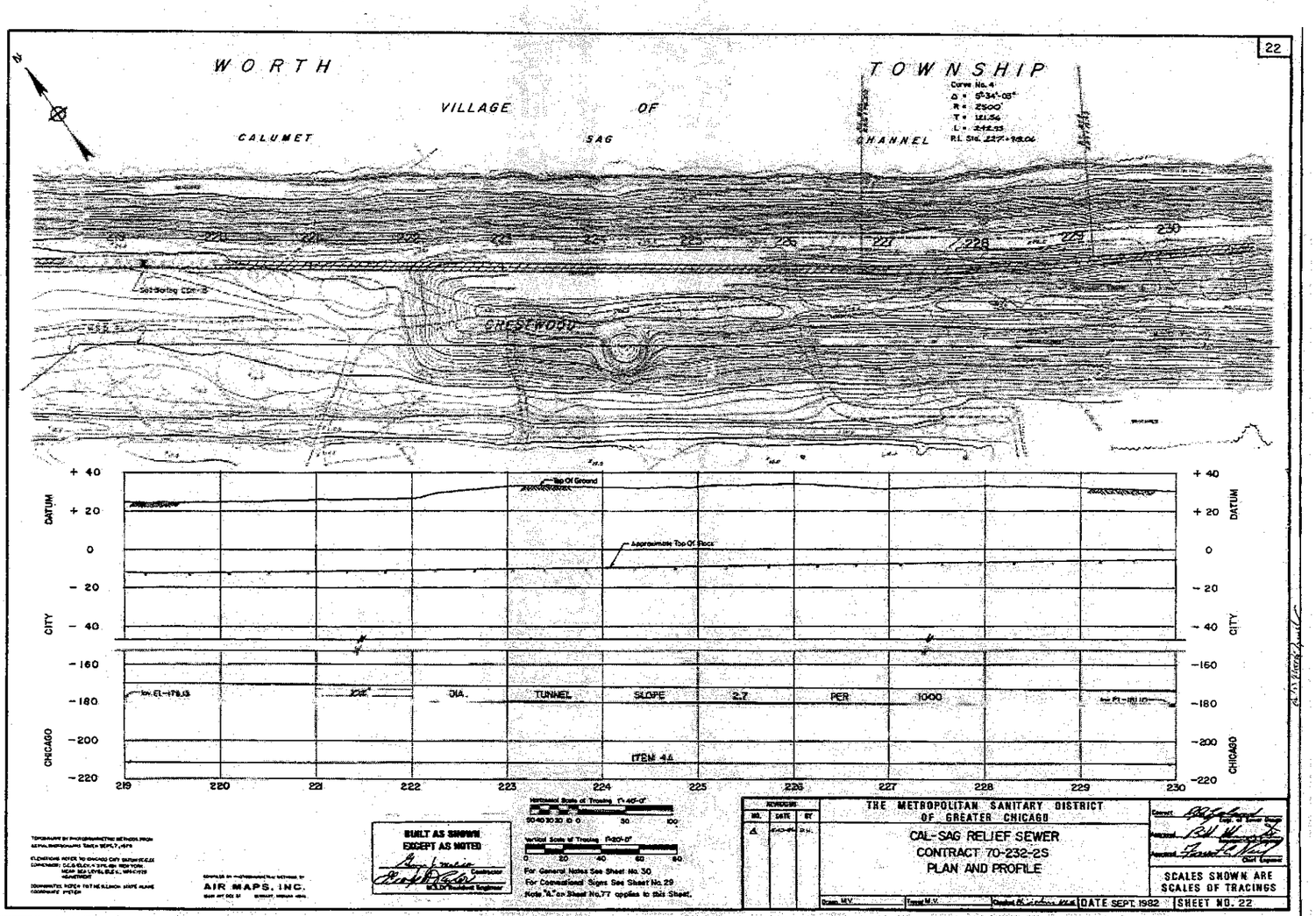
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
PLAN AND PROFILE

Drawn D.M. Traced D.M. Checked W. Dalmasio

DATE SEPT. 1982 SHEET NO. 21

Director of Engineering
Chief Engineer

SCALES SHOWN ARE SCALES OF TRACINGS



Horizontal Scale of Tracing (1"=40'-0")
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Vertical Scale of Tracing (1"=20'-0")
0 20 40 60 80

For General Notes See Sheet No. 30
For Conventional Signs See Sheet No. 29
Note "A" on Sheet No. 77 applies to this Sheet.

TOPOGRAPHY BY PHOTOGRAMMETRIC METHODS FROM AERIAL PHOTOGRAPHS TAKEN SEPT. 7, 1979

ELEVATIONS REFER TO CHICAGO CITY DATUM (C.C.D.) ELEV. = 579.28 (M.S.D. MEAN SEA LEVEL ELEV. = 599.77) ADJUSTMENT

COORDINATES REFER TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM

COMPILED BY PHOTOGRAMMETRIC METHODS BY
AIR MAPS, INC.

BUILT AS SHOWN EXCEPT AS NOTED

Contractor

Resident Engineer

REVISIONS		
NO.	DATE	BY
1	6-10-82	D.H.

THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

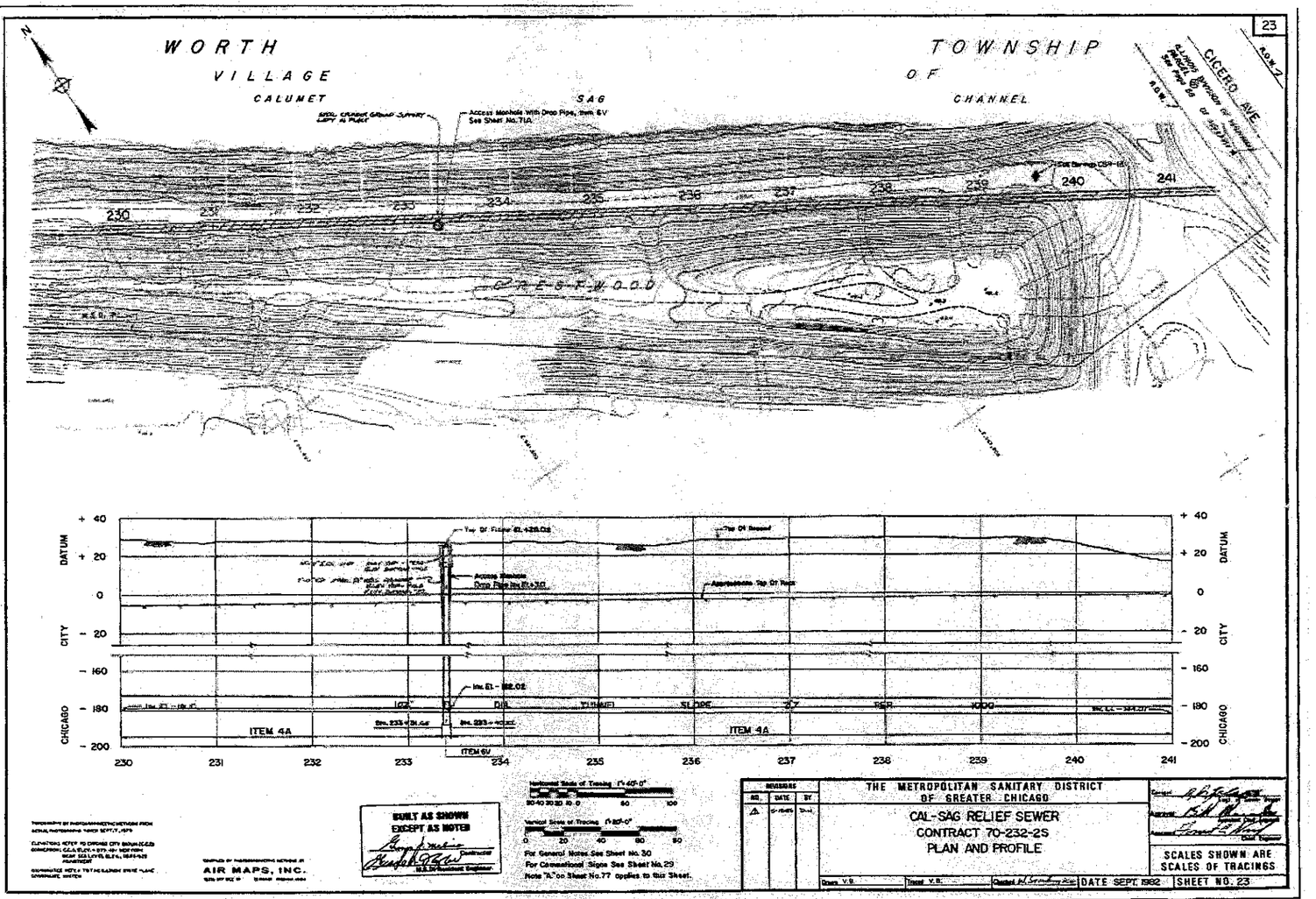
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
PLAN AND PROFILE

Drawn M.V. | Traced M.V. | Checked R.C. | DATE SEPT. 1982 | SHEET NO. 22

Consult. Engr. of Sewer Design

Approved Chief Engineer

SCALES SHOWN ARE SCALES OF TRACINGS



BUILT AS SHOWN
EXCEPT AS NOTED

AIR MAPS, INC.

For General Notes, See Sheet No. 30
For Cross-Road Signs See Sheet No. 29
Note "A" on Sheet No. 77 applies to this Sheet.

NO.	DATE	BY
1	12-14-83	SHH

THE METROPOLITAN SANITARY DISTRICT
OF GREATER CHICAGO

CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
PLAN AND PROFILE

Drawn V.S. Traced V.S. Checked M.J. Grundy Jr. DATE SEPT. 1982 SHEET NO. 23

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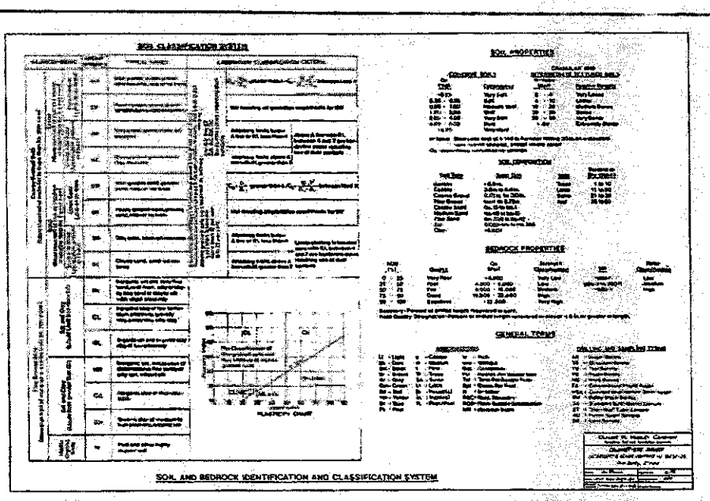

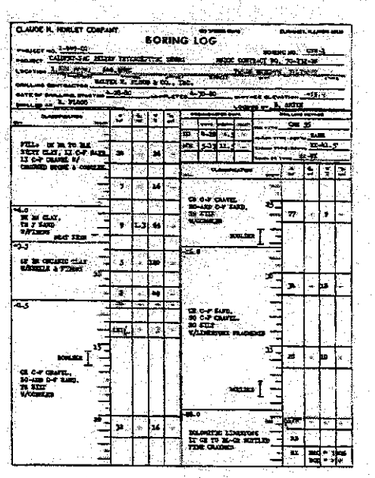

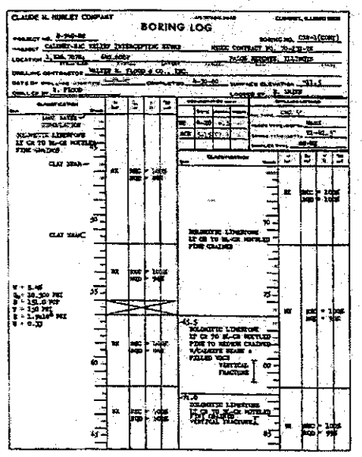

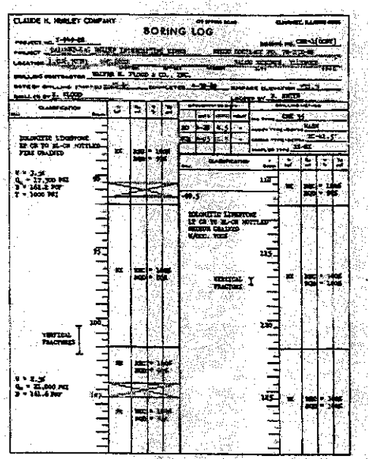

The District does not guarantee the accuracy or correctness of this information. If the Contractor desires any additional information relative to the soils investigation, he should contact the soils consultant to obtain such information. The District does not guarantee the accuracy or correctness of any such information supplied by the soils consultant to the prospective bidder. The Contractor must satisfy himself by making borings or test pits as he deems the character, location and amounts of water, peat, clay, sand, quick sand, gravel, glacial drift, boulders, conglomerate, rock, wet and other material to be encountered and work to be performed.

The Soils Consultant's report and profile are available at the Engineer's office for the Contractor's inspection if so desired. These notes apply to all Soil Boring sheets in this contract.

REVISIONS		
NO.	DATE	BY

THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
SOIL BORINGS

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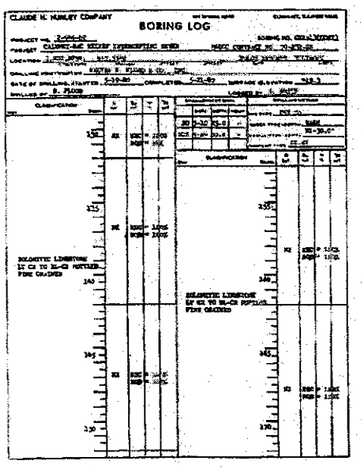

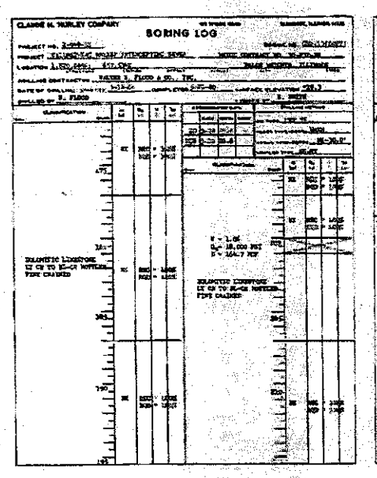

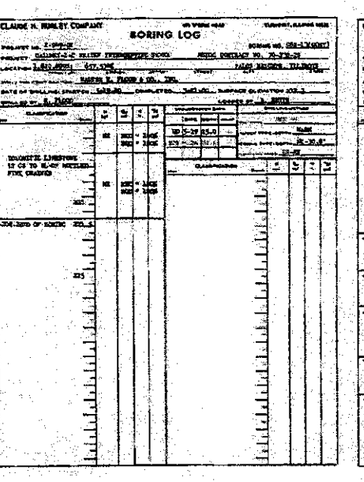

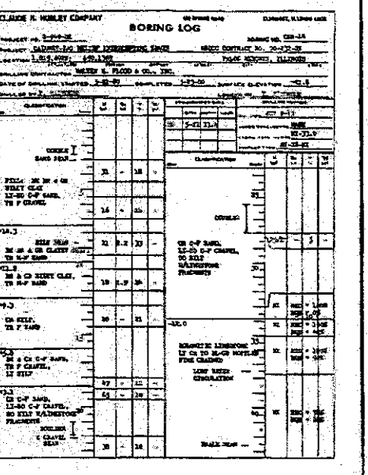

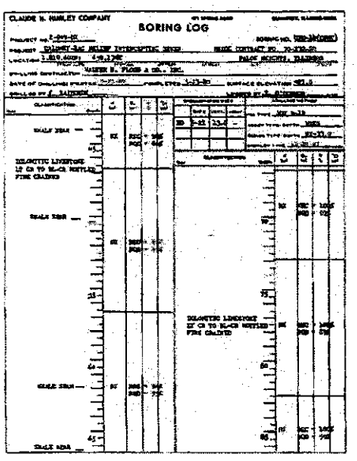

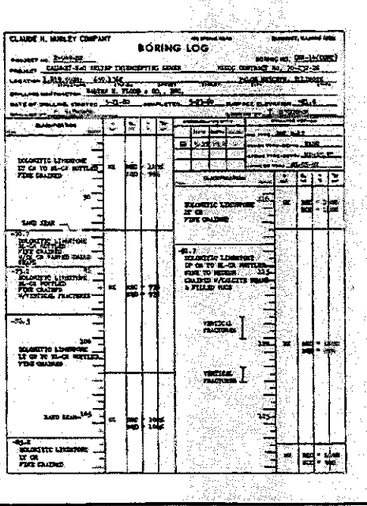

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THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
SOIL BORINGS

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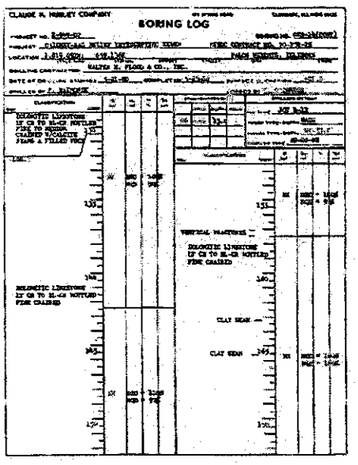
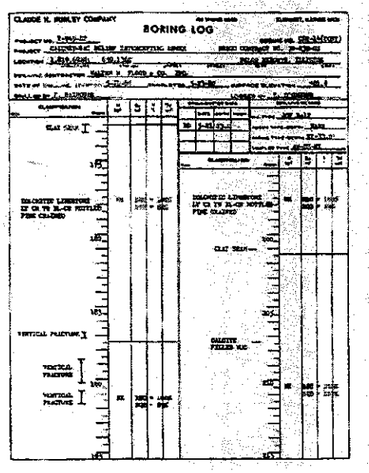
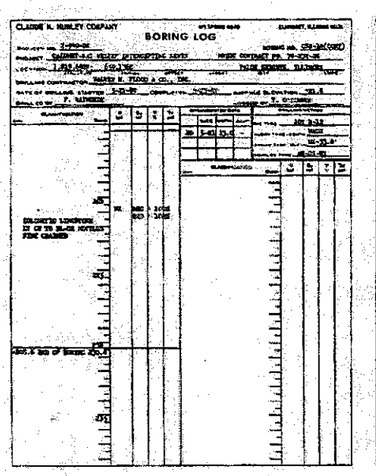
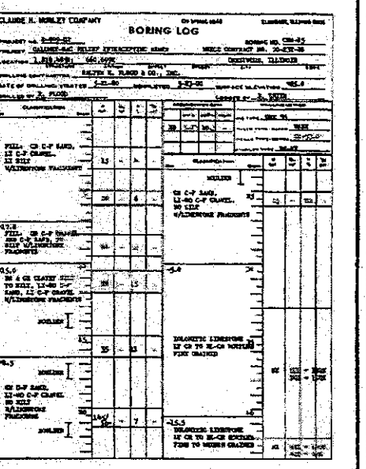
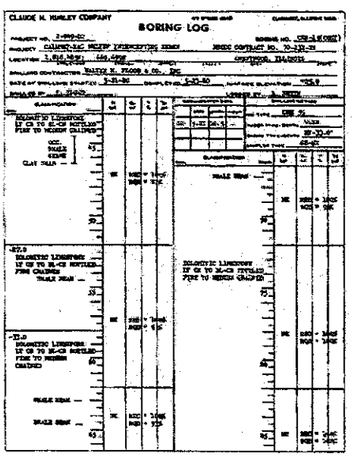
SCALES SHOWN ARE SCALES OF TRACINGS

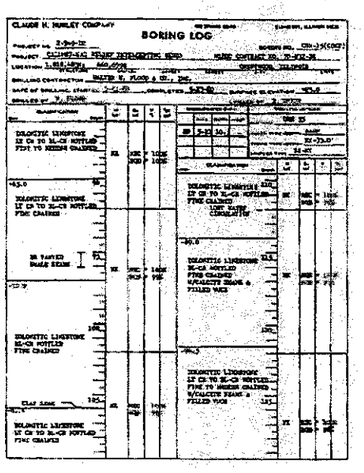












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NO.	DATE	BY

THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
SOIL BORINGS

SCALES SHOWN ARE SCALES OF TRACINGS

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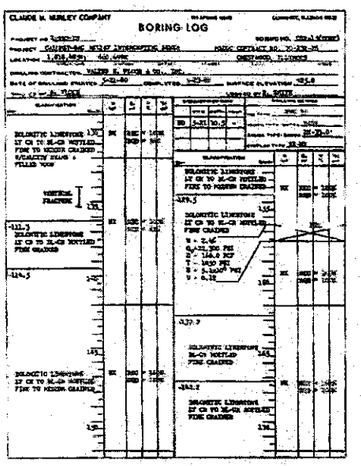

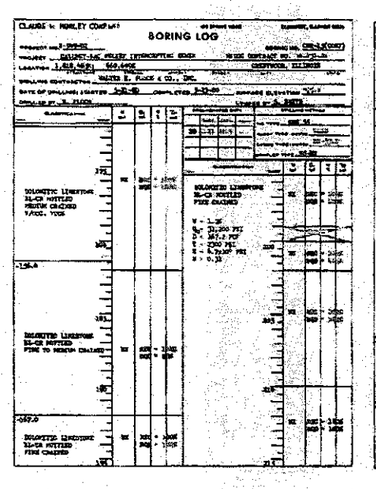

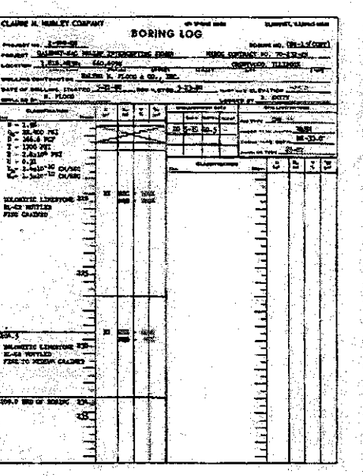

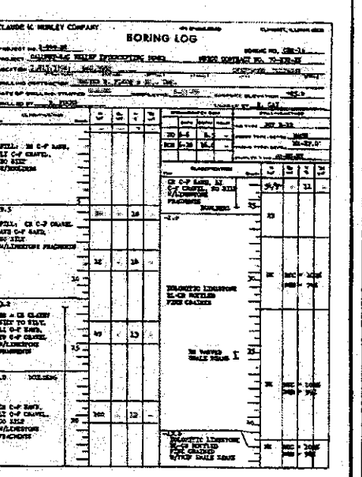

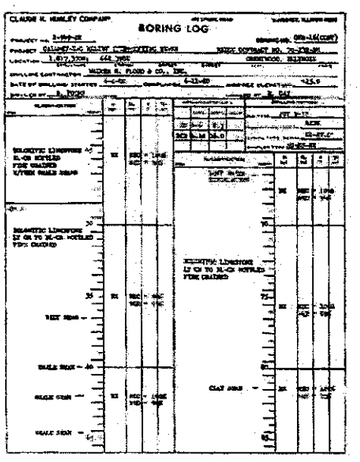

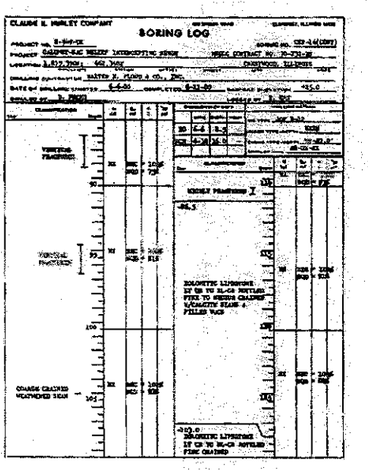

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THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
SOIL BORINGS

SCALES SHOWN ARE SCALES OF TRACINGS

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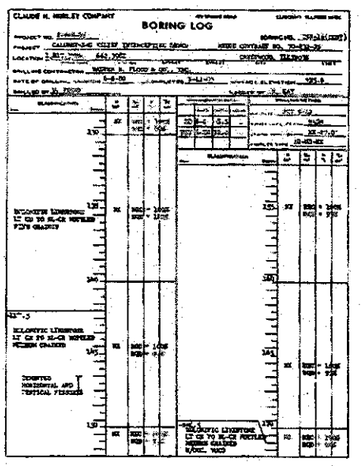

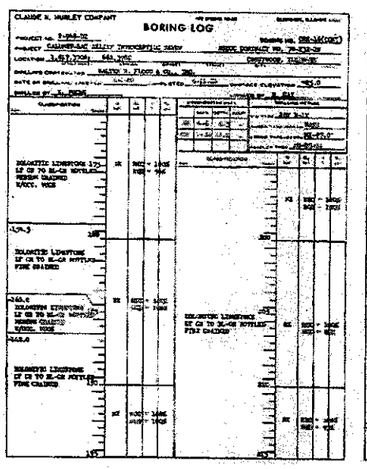

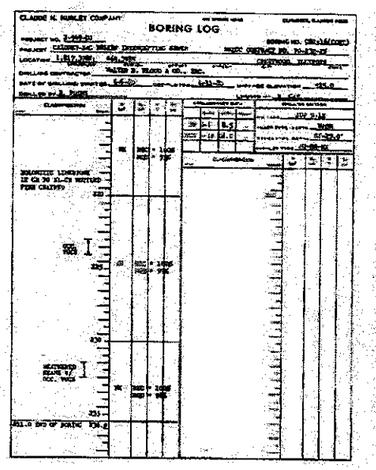

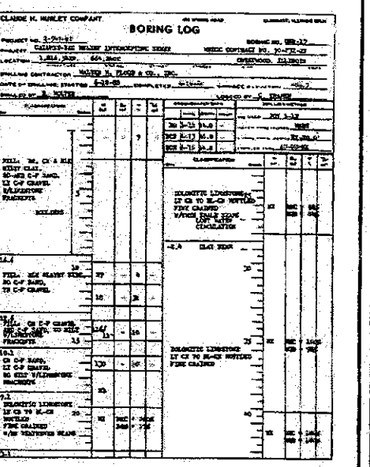

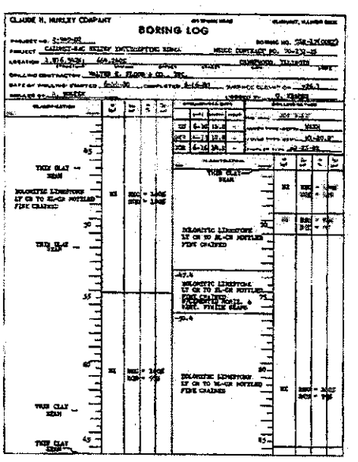

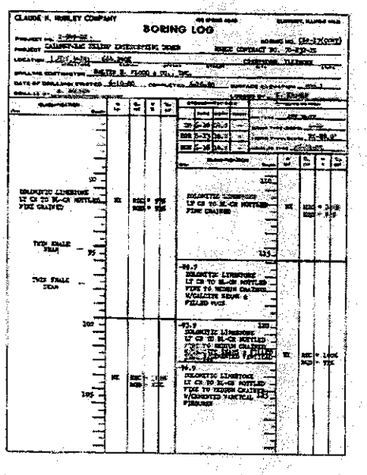

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THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
SOIL BORINGS

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EXHIBIT "F"

WATERWAY STRATEGY RESOLUTION

The District's Waterway Strategy

A. District Lands Contiguous to Waterways

1. Setback Requirements: It is the intent of the District to have a well-maintained and attractive river edge of all of the property it owns adjacent to waterways, including the Chicago River, the Chicago Sanitary & Ship Canal (a.k.a. Main Channel), the North Shore Channel, and the Cal-Sag Channel. In order to accomplish this goal, the District requires a waterway edge easement to be included in its land leases. Unless otherwise authorized by the Board of Commissioners, the width of the easement shall be a minimum of 60 feet and up to 100 feet, when feasible. Such width shall be measured from the edge of the water at normal water levels, then inward across the leased premises at a 90 degree angle, or best approximation thereof, from the water's edge. No lessee of the District shall cause, or allow to be caused, any impediment to be constructed or placed upon such easement, whether it be a permanent structure such as a building, or moveable objects such as unsightly materials and debris. Buildings existing at the time this policy is enacted shall be grandfathered in.

2. Bank Stabilization and Landscaped Visual Screening. All lessees shall be responsible for bank stabilization and the construction and maintenance of a landscaped visual screen that effectively screens the leased premises from the viewpoint of the waterway edge easement. The recommended landscaped visual screen, whenever possible, shall consist of native vegetative cover. In the event that site development necessitates removal of existing vegetative cover, the lessee shall be required to promptly reestablish native vegetative cover in the same quantities as those removed during the development.

3. Penalties: Any lessee's failure to comply with the requirements contained in subsections A(1) and A(2) above shall constitute a breach of the lease agreement by the lessee and shall be grounds for the District, at its option, to terminate the lease agreement. The District shall also have the right to recover from the lessee any and all reasonable costs associated with correcting each such violation, including, but not limited to, remediation costs to have the violations corrected, as well as court costs and attorneys' fees for filing an action in circuit court seeking an order to have the lease agreement terminated on these grounds.

B. North Shore Channel – Additional Requirements

1. Limitations on Use of Lands Contiguous to North Shore Channel: All District lands contiguous to either side of the North Shore Channel, starting from the south at Devon Avenue and continuing north to, and including, Wilmette Harbor, shall be dedicated and used exclusively as open green space and public recreational use.

2. Special Lease Conditions: All District leases pertaining to lands contiguous to the North Shore Channel shall require continuous trails, boat access, and bank stabilization; however, in the case of renewed District leases to public agencies, the stated policy shall apply only to the extent it is economically feasible and consistent with existing public uses.

C. Exceptions: Any use of District land that is prohibited by or inconsistent with the terms of this Paragraph 3.4 shall be permitted only upon one or more of the following conditions:

1. Uses Permitted Under Pre-Existing Leases: The use is authorized by the terms of an unexpired lease agreement with the District that was entered into before the date of passage of this Comprehensive Land use Policy. Such use shall continue to be permitted until such time as the lease agreement expires or is terminated, unless otherwise extended by the Board of Commissioners.

2. Variances: The use is authorized by a variance granted by the Board of Commissioners whenever, and to the extent, it deems that the variance is necessary and in the best interests of the District considering the location, existing topography and vegetation, and use or proposed use of the leased premises. All variances shall be granted only by approval of the Board of Commissioners at its sole discretion, with recommendation by the Executive Director.

3. Waterborne Commerce: The use is for the purpose of waterborne commerce pursuant to a lease agreement with the District. In such instances, no variance from the Board of Commissioners is necessary. However, the lessee shall, to the extent possible, construct and maintain a docking facility compatible with the visual intent of the scenic easement, with the District maintaining the sole discretion to determine whether compatibility has been achieved.

MINUTES OF THE MEETING OF THE JOINT REVIEW BOARD FOR THE VILLAGE OF CRESTWOOD ROUTE 83 REDEVELOPMENT PROJECT

The meeting of the Joint Review Board for the Village of Crestwood Route 83 Tax Increment Financing Redevelopment Project (the "Redevelopment Project") was convened pursuant to notice to all governmental bodies having taxing jurisdiction over the Redevelopment Project at 10:30 a.m. on December 6, 2018 at Crestwood Village Hall, 13840 South Cicero Avenue, Crestwood, Illinois. Present at the meeting were the following members of the Joint Review Board from the Village of Crestwood (the "Village") and interested taxing bodies:

1. William Graffeo, Administrator of the Redevelopment Project
2. John Hallberg, Community High School District #218
3. Carol Morissette, Crestwood Public Library District

Present at the meeting were the following Village officials:

1. James Smaron, Comptroller for the Village of Crestwood

Mr. Graffeo acted as Chairman for the meeting and called the meeting to order. Mr. Smaron acted as Secretary. Mr. Smaron stated that the meeting was convened pursuant to notice to all governmental bodies having taxing jurisdiction over the Redevelopment Project and all other interested parties. The Chairman then took a roll call of the individuals in attendance.

Mr. Graffeo then elicited any questions that the members may have concerning the annual report for the Redevelopment Project submitted to the Illinois Comptroller's office for the fiscal year ending April 30, 2018.

Mr. Graffeo then discussed the effectiveness and status of the Redevelopment Project to date and repayment of redevelopment costs expenditures. Mr. Graffeo then discussed the project-

Attachment H

ATTACHMENT H

related improvements and timeline for when they should be finished, especially with respect to Chick-Fil-A and Aldi stores.

Mr. Smaron discussed the financial data for the fiscal year ended April 30, 2018, which included an estimate of when the taxing bodies should expect receiving any real estate tax revenue.

A discussion then ensued about the potential new businesses showing interest in the future development of the Redevelopment Project.

The meeting was adjourned at 11:00 a.m.

By: _____
Joseph James Smaron, Acting Secretary

APPROVED:

_____
William Graffeo, Administrator of the
Redevelopment Project

ATTACHMENT H

MINUTES OF THE MEETING OF THE JOINT REVIEW BOARD FOR THE VILLAGE OF CRESTWOOD ROUTE 83 REDEVELOPMENT PROJECT

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ATTACHMENT H

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By: _____
Joseph James Smaron, Acting Secretary

APPROVED:

_____
William Graffeo, Administrator of the
Redevelopment Project

ATTACHMENT H

AMENDMENT TO OFFICIAL STATEMENT

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
$4,300,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A
$6,000,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B

Notwithstanding anything to the contrary contained in the Official Statement, dated February 6, 2020, for the issuance of $4,300,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A (the "2020A Bonds") and $6,000,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B by the Village of Crestwood, Cook County, Illinois (the "Village"), the Official Statement is hereby amended as set forth below to reflect corrections to the redemption prices of the Village's General Obligation Bonds (Alternate Revenue Source), Series 2018 to be refunded by the 2020A Bonds.

The section entitled "**REFUNDING PLAN**" on page 13 of the Official Statement is hereby replaced with the following:

REFUNDING PLAN

A portion of the 2020A Bond proceeds will be used to refund a portion of the Village's Outstanding Prior Bonds as listed below:

Prior Bonds

Original Amount	Maturity December 15	Refunded Bonds	Redemption Price	Redemption Date
$ 500,000[(1)]	2020	$ 500,000	100.750%	February 20, 2020
520,000[(1)]	2021	520,000	100.750%	February 20, 2020
535,000[(1)]	2022	535,000	100.750%	February 20, 2020
555,000[(1)]	2023	555,000	100.750%	February 20, 2020
570,000[(1)]	2024	570,000	100.750%	February 20, 2020
590,000[(1)]	2025	590,000	100.750%	February 20, 2020
610,000[(1)]	2026	610,000	100.750%	February 20, 2020
635,000	2027	635,000	100.750%	February 20, 2020
$4,515,000		$4,515,000	100.750%	February 20, 2020

[(1)]Represents sinking fund payments due on term bond.

This Amendment amends the Official Statement dated February 6, 2020.

The date of this Amendment is February 20, 2020.

Attachment J-1

MUNICIPAL BOND INSURANCE COMMITMENT

ISSUER:	Village of Crestwood, Cook County, Illinois
MEMBER:	Village of Crestwood, Cook County, Illinois
Effective Date:	January 9, 2020
Expiration Date:	April 7, 2020
BONDS:	General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A in aggregate principal amount not to exceed $4,255,000 and Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B in aggregate principal amount not to exceed $6,000,000
Insurance Payment:	0.350% of the Total Debt Service on the Bonds

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM") hereby commits, subject to the terms and conditions contained herein or added hereto, to issue its Municipal Bond Insurance Policy (the "Policy") relating to the Bonds referenced above (the "Bonds") issued by or on behalf of the Member. To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM reserves the right to grant or deny a renewal in its sole discretion.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The documents to be executed and delivered in connection with the issuance and sale of the Bonds (collectively, the "Security Documents"), shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.

2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled

Attachment J-2

for the issuance and delivery thereof (the "Closing Date").

3. As of the Closing Date, there shall have been no material adverse change in, as to or affecting (i) the Member or the Bonds, including, without limitation, the security for the Bonds or (ii) any disclosure document relating to the Bonds (including any financial statements and other information included or incorporated by reference therein) (the "Official Statement"), the Security Documents to be executed and delivered with respect to the Bonds, any project to be financed with the proceeds of the Bonds (if applicable), the legal opinions to be delivered in connection with the issuance and sale of the Bonds, or any other information submitted to BAM with respect to the issuance and sale of the Bonds, including the proposed debt service schedule of the Bonds, from information previously provided to BAM in writing.

4. The applicable Security Documents shall contain the document provisions set forth in Exhibit A hereto and shall be in form and substance acceptable to BAM. No variation shall be permitted therefrom except as specifically approved by BAM in writing prior to the Closing Date.

5. The Bonds shall contain no reference to BAM, the Policy or the insurance evidenced thereby except as may be approved in writing by BAM. BOND PROOFS SHALL BE APPROVED IN WRITING BY BAM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form found on BAM's website (www.buildamerica.com) and in Exhibit B hereto entitled "DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS".

6. The Official Statement shall contain the language provided by BAM and only such other references to BAM as BAM shall supply or approve in writing, and BAM shall be provided with final drafts of any preliminary and final Official Statement at least two business days prior to printing/electronic posting. BAM SHALL BE PROVIDED WITH AN ELECTRONIC COPY OF THE OFFICIAL STATEMENT SEVEN (7) DAYS PRIOR TO CLOSING, unless BAM shall agree in writing to a shorter period.

7. BAM shall be provided with:

(a) Copies of all Security Document drafts prepared subsequent to the date of this Commitment (blacklined to reflect all revisions from previously reviewed drafts) for review and approval. Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period. Copies of all drafts of the Security Documents shall be delivered to the BAM contacts specified in Exhibit 1.

(b) Copies of any consulting reports, feasibility studies, rate reports, engineer's reports or similar expert reports for review and approval, along with any revisions thereto (blacklined to reflect all revisions from previously reviewed drafts). Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period.

(c) The amortization schedule for, and final maturity date of, the Bonds, which schedule shall be acceptable to BAM. Please be aware that BAM will only insure fixed rate Bonds.

(d) A No-Litigation Certificate or a description of any material pending litigation relating to the Member or the Bonds and any opinions BAM shall request in connection therewith.

(e) A description of any material change in the Member's financial position from and after the date of the financial statements provided to BAM.

(f) Executed copies of all Security Documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of disclosure, shall be addressed to BAM or accompanied by a letter of such counsel permitting BAM to rely on such opinion as if such opinion were addressed to BAM), including, without limitation, the unqualified approving opinion of bond counsel, in form and substance satisfactory to BAM. The foregoing shall be in form and substance acceptable to BAM. (For your information, the form of legal opinion, primary market disclosure certificate and officer's certificate to be delivered by BAM at Closing is attached hereto as Exhibit C.)

(g) Evidence of wire transfer in federal funds of an amount equal to the Insurance Payment, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the Closing Date.

8. Promptly, but in no event more than thirty (30) days after the Closing Date, BAM shall receive two (2) CD-ROMs, which contain the final closing transcript of proceedings or if CD-ROMs are not available, such other electronic form as BAM shall accept.

9. To maintain this commitment until the Expiration Date set forth above, BAM must receive a copy of the signature page of this Commitment fully executed by an authorized officer of the undersigned by the earlier of the date on which the
Official Statement containing disclosure language regarding BAM is circulated and ten (10) days after the date of this Commitment.

REPRESENTATION AND AGREEMENT BY BAM

(a) BAM is a mutual insurance corporation organized under the laws of, and domiciled in, the State of New York.

(b) BAM covenants that it will only insure obligations of states, political subdivisions, an integral part of states or political subdivisions or entities otherwise eligible for the exclusion of income under Section 115 of the Internal Revenue Code of 1986, as amended, or any successor thereto.

(c) BAM covenants that it will not seek to convert to a stock insurance corporation.

(d) The issuance of the Policy qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law, including the right to receive dividends if and when declared by BAM's Board of

Directors. No dividends have been paid to date, and BAM has no current expectation that any dividends will be paid.

(e) The Policy is non-assessable and creates no contingent mutual liability.

(f) Refundings.

If (1) the Security Documents relating to the Bonds permit a legal defeasance (such that the bonds are no longer treated as outstanding under the Security Documents), (2) refunding bonds ("Refunding Bonds") will be issued for the purpose of legally defeasing such then outstanding BAM-insured Bonds (in this context, the "Refunded Bonds") and (3) upon their issuance (A) such Refunding Bonds have a final maturity date that is not later than the final Maturity Date of the Refunded Bonds, (B) the average annual debt service on the Refunding Bonds does not exceed the average annual debt service on the Refunded Bonds, and (C) the net proceeds of such Refunding Bonds are applied solely towards the legal defeasance of the Refunded Bonds and related costs of issuance, then, if BAM is requested to, and in its sole discretion determines to, offer a municipal bond insurance policy covering the Refunding Bonds (the "Refunding Policy") BAM will credit the then available Member Surplus Contribution for the Refunded Bonds against the insurance payment then charged with respect to the Refunding Bonds (proportionate to the amount of Refunding Bonds insured by BAM). If the Security Documents are silent on the matter of a legal defeasance, BAM may, in its sole and absolute discretion, accept such certificates, opinions and reports from or on behalf of the Member in connection with the issuance of such Refunding Bonds in order to establish to its satisfaction that the Refunding Bonds will be issued to retire the outstanding Refunded Bonds and that the Refunding Bonds comply with the criteria set forth in clause (3) of the preceding sentence for the purpose of determining whether a supplemental Member Surplus Contribution is or is not required to be made at that time.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

_____
Authorized Officer

January 9, 2020
Date

AGREED AND ACCEPTED

1. The undersigned agrees and accepts the conditions set forth above and further agrees that (i) if the Bonds (and any of the Bonds to be issued on the same date and for which BAM has issued a commitment) are insured by a policy of municipal bond insurance, such insurance shall be provided by BAM in accordance with the terms of this Commitment; (ii) it has made an independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore it is not relying on, any recommendation from BAM that the Bonds be insured or that a Policy be obtained, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the undersigned acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the undersigned acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; (vi) the undersigned acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM; and (vii) BAM has made no representation that any dividend will be declared or paid while the Bonds are outstanding, the undersigned has no reason for expecting that any dividend will be declared or paid and the potential receipt of any dividend was not a reason for acquiring the Policy.

Notwithstanding anything to the contrary set forth herein, upon issuance of the Policy, the provisions set forth under subparagraphs (ii) through (vii) above and the representations and agreements of BAM shall survive the expiration or termination of this Commitment.

VILLAGE OF CRESTWOOD, COOK COUNTY, ILLINOIS

By:_____
Authorized Officer

_____
Date

EXHIBIT A

DOCUMENT PROVISIONS

EXHIBIT A

GENERAL TRANSACTION DOCUMENT PROVISIONS

1. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

   The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2. Amendments, Supplements and Consents.

   a. *Amendments.* Wherever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

   b. *Consent of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM's written consent.

3. BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

4. Policy Payments.
   a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may

have in respect of securities law violations arising from the offer and sale of the Bonds.

b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:

    i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Document and the Bonds; and

    ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c. *Special Provisions for Insurer Default:* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5. Definitions.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

"Security Documents" shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Bonds.

EXHIBIT B

DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS

BUILD AMERICA MUTUAL ASSURANCE COMPANY

DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS

This information is intended for use by bond counsel, the underwriters, financial advisors, printers and preparers of municipal bond offerings that will be insured in whole or in part by Build America Mutual Assurance Company ("BAM").

Prior to any reference to BAM in your marketing efforts, including, but not limited to any preliminary or final Official Statement and any rating agency presentation, in respect of a BAM-insured issue, BAM must receive an executed copy of its Commitment Letter. Blacklined copies of each draft of each transaction document, preliminary and final official statements with Appendices, and bond form(s) should be delivered to BAM for review and comment with reasonable opportunity to submit any comments prior to printing or execution, but in any event not less than three business days prior to execution. Such documents shall be delivered to the BAM attorney working on the transaction. If you are uncertain of the proper person to whom to deliver the documents, please email the documents to: documents@buildamerica.com. Please identify the issuer, obligor and issue name in the subject line of the email.

BAM will deliver to Bond Counsel, at the pre-closing for any such municipal bond offering (such offering to the extent insured by BAM, the "Insured Obligations"), assuming the requirements of the Commitment Letter have been met,

- an opinion of counsel as to the validity of the policy,
- a disclosure, no default and tax certificate of BAM, the executed policy and
- other certificates, if any, required in the transaction.

Prior to closing, BAM will obtain the rating letter from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, relating to any Insured Obligations. Note that any questions with regards to rating agency fees should be directed to the rating agency.

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EXHIBIT 1

BAM DIRECTORY

Name	Title	Telephone	Email
BAM ATTORNEYS			
Jeffrey Fried	Deputy Counsel	212-235-2514	jfried@buildamerica.com
CLOSING COORDINATORS			
Nolan Miller		212-235-2511	nmiller@buildamerica.com
BAM ANALYST			
Juliet Kong Stiehl		212-235-2521	jstiehl@buildamerica.com

EXHIBIT 2

BUILD AMERICA MUTUAL ASSURANCE COMPANY
("BAM")
DISCLOSURE INFORMATION
(*FOR INCLUSION IN THE OFFICIAL STATEMENT*)

The following are BAM's requirements for printing the preliminary and final official statements:

1. **Both the preliminary and final official statements must contain the information set forth in these Exhibits and BAM must be provided with final drafts for its approval and sign off thereon at least two business days prior to the printing thereof;**

2. **Any changes made to the BAM Disclosure Information for inclusion in the preliminary and final official statements must first be approved by BAM, and**

3. **BAM must receive an electronic copy of the final official statement seven (7) days prior to closing, unless BAM shall have agreed to some shorter period.**

TO BE PRINTED ON THE COVER OF THE OFFICIAL STATEMENT:

The following language should be used when insuring:

1. **THE ENTIRE ISSUE:**

   The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

2. **CAPITAL APPRECIATION BONDS:**

   The scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

3. **PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):**

   The scheduled payment of principal of and interest on the Bonds maturing on _____ of the years __ _____ through _____, inclusive, with CUSIP #('s)_____ (collectively, the "Insured Bonds"), when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY.**

4. **CERTIFICATES OR NOTES:**

   Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

PRINTER'S NOTE: USE BUILD AMERICA MUTUAL ASSURANCE COMPANY LOGO AND INK #PMS BLUE 2736; REDS 199, 201 AND 1817.

THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE

WWW.BUILDAMERICA.COM

THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE
TO BE PRINTED IN THE BODY OF THE OFFICIAL STATEMENT OR AS AN EXHIBIT

USE THE FOLLOWING LANGUAGE WHEN INSURING THE ENTIRE ISSUE:

NOTE: The language under the subheading "Bond Insurance Policy" should be modified when insuring Capital Appreciation Bonds, Partial Maturities (less than the entire issue), Certificates and/or Notes.

BOND INSURANCE

BOND INSURANCE POLICY

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: www.buildamerica.com.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Bonds, nor does it guarantee that the rating on the Bonds will not be revised or withdrawn.

Capitalization of BAM

BAM's total admitted assets, total liabilities, and total capital and surplus, as of September 30, 2019 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were $552.8 million, $130.8 million and $422.1 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at www.buildamerica.com, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

Additional Information Available from BAM

Credit Insights Videos. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at buildamerica.com/creditinsights/. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Credit Profiles. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at buildamerica.com/obligor/. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Disclaimers. The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Bonds, whether at the initial offering or otherwise.

The Bond Insurance language for the Official Statement under the subheading "Bond Insurance Policy" should be replaced with the following language when insuring:

1. **CAPITAL APPRECIATION BONDS**:

   Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

2. **PARTIAL MATURITIES (LESS THAN THE ENTIRE ISSUE)**:

   Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy (the "Policy") for the Bonds maturing on _____ of the years _____ through _____, inclusive, with CUSIP #'s___ (collectively, the "Insured Bonds"). The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

3. **CERTIFICATES OR NOTES**:

   Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

TO BE PRINTED ON THE INSIDE COVER OF OFFICIAL STATEMENT AS PART OF THE DISCLAIMER STATEMENT:

Build America Mutual Assurance Company ("BAM") makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "Bond Insurance" and "Exhibit __ - Specimen Municipal Bond Insurance Policy".

EXHIBIT 3

Specimen Municipal Bond Insurance Policy

MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: $_____ in aggregate principal amount of [NAME OF TRANSACTION] [and maturing on]

Effective Date: _____

Risk Premium: $_____
Member Surplus Contribution: $_____
Total Insurance Payment: $_____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

SPECIMEN

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

SPECIMEN

Notices (Unless Otherwise Specified by BAM)

Email:
claims@buildamerica.com
Address:
200 Liberty Street, 27th floor
New York, New York 10281
Telecopy:
212-962-1524 (attention: Claims)

SPECIMEN

EXHIBIT 4

STATEMENT OF INSURANCE
(Language for the Bond Form)
This form is not to be included in the Official Statement.

The Bonds shall bear a Statement of Insurance in the following form.

The following language should be used when insuring

1. THE ENTIRE ISSUE:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

2. CAPITAL APPRECIATION BONDS:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, as [paying agent for the Bonds (the "Paying Agent")] as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bonds maturing on _____ of the years _____ through _____, inclusive (the "Insured Bonds"), to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the [Resolution/Ordinance/Indenture], at law or in equity.

4. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

EXHIBIT 5

PROCEDURES FOR PREMIUM PAYMENT
TO BAM

This form is not to be included in the Official Statement.

BAM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Upon determination of the final debt service schedule, email or fax such schedule to the appropriate BAM Underwriter

Juliet Kong Stiehl

Phone No.: 212-235-2521

Email: jstiehl@buildamerica.com

Confirm with the individual in our underwriting department that you are in agreement with respect to par and premium on the transaction prior to the closing date.

Payment Date: Date of Delivery of the Insured Bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank:	First Republic Bank
ABA#:	321081669
Acct. Name:	Build America Mutual Assurance Company
Account No.:	80001613703
Policy No.:	@@POLICY_NO@@ **– (Include in OBI Field)**

CONFIRMATION OF PREMIUM

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated to the Closing Coordinator on the closing date:

Deneica Glenn	(212) 235-2552
Patrice James	(212) 235-2559
Claudette Littlejohn	(212) 235-2572
Nolan Miller	(212) 235-2511

EXHIBIT C

BAM LEGAL OPINION AND CERTIFICATE

[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Municipal Bond Insurance Policy No. [POLICY NO.] With Respect to
$_____ [Name of Issuer] (the "Issuer")
_____ Bonds, Series _____ (the "Bonds")

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced policy (the "Policy"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.

2. The Policy has been duly authorized, executed and delivered by BAM.

3. The Policy constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.

4. The issuance of the Policy qualifies [the Issuer] as a member of BAM until [the Bonds] are no longer outstanding. As a member of BAM, [the Issuer] is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law. The Policy is non-assessable and creates no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Policy under the caption "BOND INSURANCE" in the official statement relating to the above-referenced Bonds dated [DATE] (the "Official Statement"). There has not come to my attention any information which would cause me to believe that the description of the Policy referred to above, as of the date of the Official Statement or as of the date of

this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that I express no opinion with respect to any information contained in, or omitted from, "the Official Statement".

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addresses hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,

DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF BUILD AMERICA MUTUAL ASSURANCE COMPANY

The undersigned hereby certifies on behalf of BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), in connection with the issuance by BAM of its Policy No. [POLICY NO.] (the "Policy") in respect of the [$AMOUNT] [NAME OF TRANSACTION] (the "Bonds") that:

(i) The information set forth under the caption "BOND INSURANCE-BUILD AMERICA MUTUAL ASSURANCE COMPANY" in the official statement dated [DATE], relating to the Bonds (the "Official Statement") is true and correct;

(ii) BAM is not currently in default nor has BAM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation;

(iii) The Policy is an unconditional and recourse obligation of BAM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds when due in the event of Nonpayment by the Issuer (as set forth in the Policy);

(iv) The insurance payment (inclusive of the sum of the Risk Premium and the Member Surplus Contribution) (the "Insurance Payment") is solely a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to BAM as a condition to the issuance of the Policy;

(v) BAM will, for federal income tax purposes, treat the Insurance Payment as solely in consideration for the insurance risk it assumes in the Policy and not as consideration for an investment in BAM or its assets;

(vi) No portion of such Insurance Payment represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by BAM to maintain its rating, which, together with all other overhead expenses of BAM, are taken into account in the formulation of its rate structure, or for the provision of additional services by BAM, or represents a direct or indirect payment for any goods or services provided to the Issuer (including the right to receive a dividend), or the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor);

(vii) BAM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Insurance Payment, BAM will not use any portion of the Bond proceeds;

(viii) Except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by BAM;

(ix) (a) BAM has not paid any dividends to date, (b) BAM's Board of Directors has resolved that BAM's priorities for surplus, as it accumulates, will be to preserve capital strength and claims paying resources for the benefit of its members and secondarily to

return value by reducing premiums charged for its insurance, and (c) BAM has no current expectation that any dividends will be paid;

(x) BAM does not expect that a claim or any other payment will be made on or with respect to the Policy or by BAM to the Issuer; and

(xi) Neither the Issuer nor any other Obligor is entitled to a refund of the Insurance Payment for the Policy in the event a Bond is retired before the final maturity date.

BAM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

BUILD AMERICA MUTUAL
ASSURANCE COMPANY

_____
Authorized Officer

Dated: [CLOSING DATE]

Primary Market Disclosure Certificate
[Bond Description] (the "Insured Bonds")

For the benefit of _____ (the "Issuer"), and acknowledging that the Issuer will be relying on the contents hereof in addressing certain tax and disclosure items and for other matters, Build America Mutual Assurance Company ("Build America") makes the following representations and warranties as of the date hereof:

1. Neither Build America nor any affiliate of Build America has purchased, or has committed to purchase, any of the Insured Bonds, whether at the initial offering or otherwise;
2. Neither Build America nor any affiliate of Build America has entered into any agreement or understanding regarding the purchase or sale of the Insured Bonds, except for the insurance policies that Build America has provided regarding payments due under the Insured Bonds and the documentation associated with said insurance policies.

For the purposes of this certificate, "affiliate of Build America" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Build America.

[dated as of the closing date]

Build America Mutual Assurance Company

By

_____
Authorized Officer

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Attachment J-3

HUTCHINSON, SHOCKEY, ERLEY & CO. DISCLAIMER LANGUAGE

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B
+++++ FINAL PRICING REPORTS +++++

MSRB Rule G-17

HSE would serve as an underwriter in connection with the proposed Offering of municipal securities, not as a financial advisor. Rule G-17 of the Municipal Securities Rulemaking Board requires an underwriter such as HSE to deal fairly at all times with both municipal issuers and investors. HSE's primary role in the Offering would be to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer, and HSE has financial and other interests that differ from those of the Issuer. Unlike a municipal advisor, HSE as an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. HSE will have a duty to purchase any securities sold in the offering from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. HSE makes no recommendation with regard to the hiring of a municipal advisor by the Issuer. HSE's compensation as an underwriter would be contingent on the closing of the Offering. Such contingent compensation presents a conflict of interest, because it may cause HSE to recommend the Offering even if it is unnecessary or to recommend that the size of the Offering be larger than is necessary. If retained, HSE will review the official statement for the securities sold in the Offering in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the Offering.

Informational Accuracy and Future Performance Disclaimer

Some information contained herein has been obtained from sources believed to be reliable, but is not necessarily complete and its accuracy cannot be guaranteed. Any opinions expressed are subject to change without notice. Any performance information shown represents historical market information only and does not infer or represent any past performance. It should not be assumed that any historical market performance information discussed herein will equal such future performance.

Note: ++++ FINAL PRICING REPORTS ++++

SOURCES AND USES OF FUNDS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B
+++++ FINAL PRICING REPORTS +++++

Dated Date	02/20/2020
Delivery Date	02/20/2020

Sources:	General Obligation Refunding Bonds, Series 2020A	General Obligation Bonds, Series 2020B (Taxable)	Total
Bond Proceeds:			
Par Amount	4,300,000.00	6,000,000.00	10,300,000.00
Premium	368,551.70	130,113.95	498,665.65
	4,668,551.70	**6,130,113.95**	**10,798,665.65**

Uses:	General Obligation Refunding Bonds, Series 2020A	General Obligation Bonds, Series 2020B (Taxable)	Total
Project Fund Deposits:			
Project Fund Deposit		6,000,000.00	6,000,000.00
Refunding Escrow Deposits:			
Cash Deposit	4,576,661.10		4,576,661.10
Cost of Issuance:			
Bond Counsel	15,000.00	23,000.00	38,000.00
Disclosure Counsel	8,000.00	13,000.00	21,000.00
Issuer Counsel	6,000.00	9,000.00	15,000.00
	29,000.00	**45,000.00**	**74,000.00**
Underwriter's Discount:			
U/W Discount (0.95% of Par)	40,850.00	57,000.00	97,850.00
Other Delivery Date Expenses:			
BAM Bond Insurance (35bps)	17,716.81	26,890.93	44,607.74
Other Uses of Funds:			
Additional Proceeds	4,323.79	1,223.02	5,546.81
	4,668,551.70	**6,130,113.95**	**10,798,665.65**

Note: ++++ FINAL PRICING REPORTS ++++

BOND PRICING

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B
+++++ FINAL PRICING REPORTS +++++

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Call Date	Call Price	Premium (-Discount)
General Obligation Refunding Bonds, Series 2020A, Series 2020A:										
	12/15/2020	495,000.00	4.000%	1.350%	102.150					10,642.50
	12/15/2021	500,000.00	4.000%	1.370%	104.708					23,540.00
	12/15/2022	515,000.00	4.000%	1.480%	106.932					35,699.80
	12/15/2023	540,000.00	4.000%	1.580%	108.933					48,238.20
	12/15/2024	555,000.00	4.000%	1.690%	110.646					59,085.30
	12/15/2025	580,000.00	4.000%	1.820%	111.983					69,501.40
	12/15/2026	550,000.00	4.000%	1.920%	111.398	C	2.191%	12/15/2025	100.000	62,689.00
	12/15/2027	565,000.00	4.000%	2.080%	110.470	C	2.516%	12/15/2025	100.000	59,155.50
		4,300,000.00								**368,551.70**
General Obligation Bonds, Series 2020B (Taxable), Series 2020B:										
	12/15/2021	340,000.00	4.000%	2.090%	103.390					11,526.00
	12/15/2022	355,000.00	4.000%	2.090%	105.200					18,460.00
	12/15/2023	365,000.00	4.000%	2.210%	106.519					23,794.35
	12/15/2024	380,000.00	4.000%	2.310%	107.663					29,119.40
	12/15/2025	395,000.00	3.500%	2.420%	105.827					23,016.65
	12/15/2026	410,000.00	3.000%	2.520%	102.988					12,250.80
	12/15/2027	425,000.00	3.000%	2.600%	102.811					11,946.75
	12/15/2028	435,000.00	2.700%	2.700%	100.000					
	12/15/2029	445,000.00	2.900%	2.900%	100.000					
	12/15/2030	460,000.00	3.000%	3.000%	100.000					
	12/15/2031	475,000.00	3.100%	3.100%	100.000					
	12/15/2032	490,000.00	3.150%	3.150%	100.000					
	12/15/2033	505,000.00	3.200%	3.200%	100.000					
	12/15/2034	520,000.00	3.250%	3.250%	100.000					
		6,000,000.00								**130,113.95**
		10,300,000.00								**498,665.65**

Dated Date	02/20/2020	
Delivery Date	02/20/2020	
First Coupon	06/15/2020	
Par Amount	10,300,000.00	
Premium	498,665.65	
Production	10,798,665.65	104.841414%
Underwriter's Discount	(97,850.00)	(0.950000%)
Purchase Price	10,700,815.65	103.891414%
Accrued Interest		
Net Proceeds	10,700,815.65	

Notes:
++++ FINAL PRICING REPORTS ++++
2020A : First Call Date 12/15/2025
2020B : First Call Date 12/15/2027

BOND SUMMARY STATISTICS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B
+++++ FINAL PRICING REPORTS +++++

	General Obligation Refunding Bonds, Series 2020A	General Obligation Bonds, Series 2020B (Taxable)	Aggregate
Dated Date	02/20/2020	02/20/2020	02/20/2020
Delivery Date	02/20/2020	02/20/2020	02/20/2020
First Coupon	06/15/2020	06/15/2020	06/15/2020
Last Maturity	12/15/2027	12/15/2034	12/15/2034
Arbitrage Yield	1.877983%	2.952681%	1.877983%
True Interest Cost (TIC)	2.165126%	3.018770%	2.774006%
All-In TIC	2.415285%	3.178394%	2.958808%
Average Coupon	4.000000%	3.174108%	3.392381%
Average Life (years)	4.430	8.838	6.998
Weighted Average Maturity (years)	4.491	8.751	4.491
Duration of Issue (years)	4.109	7.589	6.132
Par Amount	4,300,000.00	6,000,000.00	10,300,000.00
Bond Proceeds	4,668,551.70	6,130,113.95	10,798,665.65
Total Interest	761,944.44	1,683,123.82	2,445,068.26
Net Interest	434,242.74	1,610,009.87	2,044,252.61
Bond Years from Dated Date	19,048,611.11	53,026,666.67	72,075,277.78
Bond Years from Delivery Date	19,048,611.11	53,026,666.67	72,075,277.78
Total Debt Service	5,061,944.44	7,683,123.82	12,745,068.26
Maximum Annual Debt Service	652,200.00	539,545.00	1,190,345.00
Average Annual Debt Service	647,353.46	518,448.84	860,023.35
Underwriter's Fees (per $1000)			
Average Takedown			
Other Fee	9.500000	9.500000	9.500000
Total Underwriter's Discount	9.500000	9.500000	9.500000
Bid Price	107.620970	101.218566	103.891414

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Series 2020A	4,300,000.00	108.571	4.000%	4.430	4.120	1,744.60
Series 2020B	6,000,000.00	102.169	3.174%	8.838	7.610	4,555.90
	10,300,000.00			**6.998**		**6,300.50**

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,300,000.00	10,300,000.00	4,300,000.00
+ Accrued Interest			
+ Premium (Discount)	498,665.65	498,665.65	368,551.70
- Underwriter's Discount	(97,850.00)	(97,850.00)	
- Cost of Issuance Expense		(74,000.00)	
- Other Amounts		(44,607.74)	(17,716.81)
Target Value	10,700,815.65	10,582,207.91	4,650,834.89
Target Date	02/20/2020	02/20/2020	02/20/2020
Yield	2.774006%	2.958808%	1.877983%

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B
+++++ FINAL PRICING REPORTS +++++

Note: ++++ FINAL PRICING REPORTS ++++

BOND DEBT SERVICE BREAKDOWN

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B
+++++ FINAL PRICING REPORTS +++++

Period Ending	General Obligation Refunding Bonds, Series 2020A	General Obligation Bonds, Series 2020B (Taxable)	Total
04/30/2021	635,944.44	162,368.82	798,313.26
04/30/2022	652,200.00	538,145.00	1,190,345.00
04/30/2023	647,200.00	539,545.00	1,186,745.00
04/30/2024	651,600.00	535,345.00	1,186,945.00
04/30/2025	645,000.00	535,745.00	1,180,745.00
04/30/2026	647,800.00	535,545.00	1,183,345.00
04/30/2027	594,600.00	536,720.00	1,131,320.00
04/30/2028	587,600.00	539,420.00	1,127,020.00
04/30/2029		536,670.00	536,670.00
04/30/2030		534,925.00	534,925.00
04/30/2031		537,020.00	537,020.00
04/30/2032		538,220.00	538,220.00
04/30/2033		538,495.00	538,495.00
04/30/2034		538,060.00	538,060.00
04/30/2035		536,900.00	536,900.00
	5,061,944.44	**7,683,123.82**	**12,745,068.26**

Note: ++++ FINAL PRICING REPORTS ++++

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B
+++++ FINAL PRICING REPORTS +++++

Period Ending	Principal	Interest	Debt Service
04/30/2021	495,000.00	303,313.26	798,313.26
04/30/2022	840,000.00	350,345.00	1,190,345.00
04/30/2023	870,000.00	316,745.00	1,186,745.00
04/30/2024	905,000.00	281,945.00	1,186,945.00
04/30/2025	935,000.00	245,745.00	1,180,745.00
04/30/2026	975,000.00	208,345.00	1,183,345.00
04/30/2027	960,000.00	171,320.00	1,131,320.00
04/30/2028	990,000.00	137,020.00	1,127,020.00
04/30/2029	435,000.00	101,670.00	536,670.00
04/30/2030	445,000.00	89,925.00	534,925.00
04/30/2031	460,000.00	77,020.00	537,020.00
04/30/2032	475,000.00	63,220.00	538,220.00
04/30/2033	490,000.00	48,495.00	538,495.00
04/30/2034	505,000.00	33,060.00	538,060.00
04/30/2035	520,000.00	16,900.00	536,900.00
	10,300,000.00	**2,445,068.26**	**12,745,068.26**

Note: ++++ FINAL PRICING REPORTS ++++

SOURCES AND USES OF FUNDS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Dated Date	02/20/2020
Delivery Date	02/20/2020

Sources:	
Bond Proceeds:	
Par Amount	4,300,000.00
Premium	368,551.70
	4,668,551.70

Uses:	
Refunding Escrow Deposits:	
Cash Deposit	4,576,661.10
Cost of Issuance:	
Bond Counsel	15,000.00
Disclosure Counsel	8,000.00
Issuer Counsel	6,000.00
	29,000.00
Underwriter's Discount:	
U/W Discount (0.95% of Par)	40,850.00
Other Delivery Date Expenses:	
BAM Bond Insurance (35bps)	17,716.81
Other Uses of Funds:	
Additional Proceeds	4,323.79
	4,668,551.70

Note: ++++ FINAL PRICING REPORTS ++++

BOND SUMMARY STATISTICS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Dated Date	02/20/2020
Delivery Date	02/20/2020
First Coupon	06/15/2020
Last Maturity	12/15/2027
Arbitrage Yield	1.877983%
True Interest Cost (TIC)	2.165126%
Net Interest Cost (NIC)	2.279656%
All-In TIC	2.415285%
Average Coupon	4.000000%
Average Life (years)	4.430
Weighted Average Maturity (years)	4.491
Duration of Issue (years)	4.109
Par Amount	4,300,000.00
Bond Proceeds	4,668,551.70
Total Interest	761,944.44
Net Interest	434,242.74
Bond Years from Dated Date	19,048,611.11
Bond Years from Delivery Date	19,048,611.11
Total Debt Service	5,061,944.44
Maximum Annual Debt Service	652,200.00
Average Annual Debt Service	647,353.46
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	9.500000
Total Underwriter's Discount	9.500000
Bid Price	107.620970

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Series 2020A	4,300,000.00	108.571	4.000%	4.430	4.120	1,744.60
	4,300,000.00			**4.430**		**1,744.60**

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,300,000.00	4,300,000.00	4,300,000.00
+ Accrued Interest			
+ Premium (Discount)	368,551.70	368,551.70	368,551.70
- Underwriter's Discount	(40,850.00)	(40,850.00)	
- Cost of Issuance Expense		(29,000.00)	
- Other Amounts		(17,716.81)	(17,716.81)
Target Value	4,627,701.70	4,580,984.89	4,650,834.89
Target Date	02/20/2020	02/20/2020	02/20/2020
Yield	2.165126%	2.415285%	1.877983%

Note: ++++ FINAL PRICING REPORTS ++++

BOND PRICING

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Series 2020A:										
	12/15/2020	495,000.00	4.000%	1.350%	102.150					10,642.50
	12/15/2021	500,000.00	4.000%	1.370%	104.708					23,540.00
	12/15/2022	515,000.00	4.000%	1.480%	106.932					35,699.80
	12/15/2023	540,000.00	4.000%	1.580%	108.933					48,238.20
	12/15/2024	555,000.00	4.000%	1.690%	110.646					59,085.30
	12/15/2025	580,000.00	4.000%	1.820%	111.983					69,501.40
	12/15/2026	550,000.00	4.000%	1.920%	111.398	C	2.191%	12/15/2025	100.000	62,689.00
	12/15/2027	565,000.00	4.000%	2.080%	110.470	C	2.516%	12/15/2025	100.000	59,155.50
		4,300,000.00								**368,551.70**

Dated Date	02/20/2020	
Delivery Date	02/20/2020	
First Coupon	06/15/2020	
Par Amount	4,300,000.00	
Premium	368,551.70	
Production	4,668,551.70	108.570970%
Underwriter's Discount	(40,850.00)	(0.950000%)
Purchase Price	4,627,701.70	107.620970%
Accrued Interest		
Net Proceeds	4,627,701.70	

Notes:
++++ FINAL PRICING REPORTS ++++
2020A : First Call Date 12/15/2025
2020B : First Call Date 12/15/2027

SUMMARY OF REFUNDING RESULTS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Dated Date	02/20/2020
Delivery Date	02/20/2020
Arbitrage yield	1.877983%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	4,300,000.00
True Interest Cost	2.165126%
Net Interest Cost	2.279656%
All-In TIC	2.415285%
Average Coupon	4.000000%
Average Life	4.430
Weighted Average Maturity	4.491
Duration	4.109
Par amount of refunded bonds	4,515,000.00
Average coupon of refunded bonds	3.410000%
Average life of refunded bonds	4.494
Remaining weighted average maturity of refunded bonds	4.494
PV of prior debt to 02/20/2020 @ 1.877983%	4,836,367.41
Net PV Savings	158,522.05
Percentage savings of refunded bonds	3.511009%
Percentage savings of refunding bonds	3.686559%
Percentage savings of refunding proceeds	3.395529%

Note: ++++ FINAL PRICING REPORTS ++++

SAVINGS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 02/20/2020 @ 1.8779832%
04/30/2021	653,961.50	635,944.44	18,017.06	17,946.97
04/30/2022	656,911.50	652,200.00	4,711.50	4,484.58
04/30/2023	654,179.50	647,200.00	6,979.50	6,563.20
04/30/2024	655,936.00	651,600.00	4,336.00	3,990.61
04/30/2025	652,010.50	645,000.00	7,010.50	6,372.28
04/30/2026	652,573.50	647,800.00	4,773.50	4,259.48
04/30/2027	652,454.50	594,600.00	57,854.50	50,921.57
04/30/2028	656,653.50	587,600.00	69,053.50	59,659.57
	5,234,680.50	**5,061,944.44**	**172,736.06**	**154,198.26**

Savings Summary

Dated Date	02/20/2020
Delivery Date	02/20/2020
PV of savings from cash flow	154,198.26
Plus: Refunding funds on hand	4,323.79
Net PV Savings	158,522.05

Note: ++++ FINAL PRICING REPORTS ++++

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Period Ending	Principal	Interest	Debt Service
04/30/2021	495,000.00	140,944.44	635,944.44
04/30/2022	500,000.00	152,200.00	652,200.00
04/30/2023	515,000.00	132,200.00	647,200.00
04/30/2024	540,000.00	111,600.00	651,600.00
04/30/2025	555,000.00	90,000.00	645,000.00
04/30/2026	580,000.00	67,800.00	647,800.00
04/30/2027	550,000.00	44,600.00	594,600.00
04/30/2028	565,000.00	22,600.00	587,600.00
	4,300,000.00	**761,944.44**	**5,061,944.44**

Note: ++++ FINAL PRICING REPORTS ++++

BOND DEBT SERVICE

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
06/15/2020		54,944.44	54,944.44	
12/15/2020	495,000.00	86,000.00	581,000.00	635,944.44
06/15/2021		76,100.00	76,100.00	
12/15/2021	500,000.00	76,100.00	576,100.00	652,200.00
06/15/2022		66,100.00	66,100.00	
12/15/2022	515,000.00	66,100.00	581,100.00	647,200.00
06/15/2023		55,800.00	55,800.00	
12/15/2023	540,000.00	55,800.00	595,800.00	651,600.00
06/15/2024		45,000.00	45,000.00	
12/15/2024	555,000.00	45,000.00	600,000.00	645,000.00
06/15/2025		33,900.00	33,900.00	
12/15/2025	580,000.00	33,900.00	613,900.00	647,800.00
06/15/2026		22,300.00	22,300.00	
12/15/2026	550,000.00	22,300.00	572,300.00	594,600.00
06/15/2027		11,300.00	11,300.00	
12/15/2027	565,000.00	11,300.00	576,300.00	587,600.00
	4,300,000.00	**761,944.44**	**5,061,944.44**	**5,061,944.44**

Note: ++++ FINAL PRICING REPORTS ++++

PRIOR DEBT SERVICE PAYMENT SCHEDULE

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Prior Debt Service (Paid by the Escrow Account or Called)

Date	Prior Principal	Prior Coupon	Prior Interest	Total Prior Debt Service	Prior Principal Paid by Escrow	Prior Interest Paid by Escrow	Call Premium	Total Debt Paid by the Escrow
02/20/2020					4,515,000.00	27,798.60	33,862.50	4,576,661.10
06/15/2020			76,980.75	76,980.75				
12/15/2020	500,000.00	3.410%	76,980.75	576,980.75				
06/15/2021			68,455.75	68,455.75				
12/15/2021	520,000.00	3.410%	68,455.75	588,455.75				
06/15/2022			59,589.75	59,589.75				
12/15/2022	535,000.00	3.410%	59,589.75	594,589.75				
06/15/2023			50,468.00	50,468.00				
12/15/2023	555,000.00	3.410%	50,468.00	605,468.00				
06/15/2024			41,005.25	41,005.25				
12/15/2024	570,000.00	3.410%	41,005.25	611,005.25				
06/15/2025			31,286.75	31,286.75				
12/15/2025	590,000.00	3.410%	31,286.75	621,286.75				
06/15/2026			21,227.25	21,227.25				
12/15/2026	610,000.00	3.410%	21,227.25	631,227.25				
06/15/2027			10,826.75	10,826.75				
12/15/2027	635,000.00	3.410%	10,826.75	645,826.75				
	4,515,000.00		**719,680.50**	**5,234,680.50**	**4,515,000.00**	**27,798.60**	**33,862.50**	**4,576,661.10**

Unrefunded Debt Service (Issuer is Responsible for Paying)

Date

Note: ++++ FINAL PRICING REPORTS ++++

SUMMARY OF BONDS REFUNDED

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation Bonds, (Alternate Revenue Bonds), Series 2018, 2018:					
TERM	12/15/2020	3.410%	500,000.00	02/20/2020	100.750
	12/15/2021	3.410%	520,000.00	02/20/2020	100.750
	12/15/2022	3.410%	535,000.00	02/20/2020	100.750
	12/15/2023	3.410%	555,000.00	02/20/2020	100.750
	12/15/2024	3.410%	570,000.00	02/20/2020	100.750
	12/15/2025	3.410%	590,000.00	02/20/2020	100.750
	12/15/2026	3.410%	610,000.00	02/20/2020	100.750
	12/15/2027	3.410%	635,000.00	02/20/2020	100.750
			4,515,000.00		

Note: ++++ FINAL PRICING REPORTS ++++

ESCROW REQUIREMENTS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Dated Date	02/20/2020
Delivery Date	02/20/2020

Period Ending	Interest	Principal Redeemed	Redemption Premium	Total
02/20/2020	27,798.60	4,515,000.00	33,862.50	4,576,661.10
	27,798.60	**4,515,000.00**	**33,862.50**	**4,576,661.10**

Note: ++++ FINAL PRICING REPORTS ++++

ESCROW SUFFICIENCY

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
02/20/2020	4,576,661.10	4,576,661.10		
	4,576,661.10	**4,576,661.10**	**0.00**	

Note: ++++ FINAL PRICING REPORTS ++++

FORM 8038 STATISTICS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Dated Date	02/20/2020
Delivery Date	02/20/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Series 2020A:						
	12/15/2020	495,000.00	4.000%	102.150	505,642.50	495,000.00
	12/15/2021	500,000.00	4.000%	104.708	523,540.00	500,000.00
	12/15/2022	515,000.00	4.000%	106.932	550,699.80	515,000.00
	12/15/2023	540,000.00	4.000%	108.933	588,238.20	540,000.00
	12/15/2024	555,000.00	4.000%	110.646	614,085.30	555,000.00
	12/15/2025	580,000.00	4.000%	111.983	649,501.40	580,000.00
	12/15/2026	550,000.00	4.000%	111.398	612,689.00	550,000.00
	12/15/2027	565,000.00	4.000%	110.470	624,155.50	565,000.00
		4,300,000.00			**4,668,551.70**	**4,300,000.00**

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/15/2027	4.000%	624,155.50	565,000.00		
Entire Issue			4,668,551.70	4,300,000.00	4.4905	1.8780%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	69,850.00
Proceeds used for credit enhancement	17,716.81
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	4,576,661.10
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	4.4939
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	02/20/2020

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	4,576,661.10
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	4.4939
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

Note: ++++ FINAL PRICING REPORTS ++++

FORM 8038 STATISTICS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
General Obligation Bonds, (Alternate Revenue Bonds), Series 2018:					
TERM	12/15/2020	500,000.00	3.410%	100.000	500,000.00
TERM	12/15/2021	520,000.00	3.410%	100.000	520,000.00
TERM	12/15/2022	535,000.00	3.410%	100.000	535,000.00
TERM	12/15/2023	555,000.00	3.410%	100.000	555,000.00
TERM	12/15/2024	570,000.00	3.410%	100.000	570,000.00
TERM	12/15/2025	590,000.00	3.410%	100.000	590,000.00
TERM	12/15/2026	610,000.00	3.410%	100.000	610,000.00
TERM	12/15/2027	635,000.00	3.410%	100.000	635,000.00
		4,515,000.00			**4,515,000.00**

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
General Obligation Bonds, (Alternate Revenue Bonds), Series 2018	02/20/2020	08/20/2018	4.4939
All Refunded Issues	02/20/2020		4.4939

Note: ++++ FINAL PRICING REPORTS ++++

PROOF OF ARBITRAGE YIELD

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Date	Debt Service	PV Factor	Present Value to 02/20/2020 @ 1.8779831585%
06/15/2020	54,944.44	0.994046669	54,617.34
12/15/2020	581,000.00	0.984799485	572,168.50
06/15/2021	76,100.00	0.975638323	74,246.08
12/15/2021	576,100.00	0.966562384	556,836.59
06/15/2022	66,100.00	0.957570874	63,295.43
12/15/2022	581,100.00	0.948663008	551,268.07
06/15/2023	55,800.00	0.939838009	52,442.96
12/15/2023	595,800.00	0.931095104	554,746.46
06/15/2024	45,000.00	0.922433531	41,509.51
12/15/2024	600,000.00	0.913852532	548,311.52
06/15/2025	33,900.00	0.905351359	30,691.41
12/15/2025	1,728,900.00	0.896929269	1,550,701.01
	4,994,744.44		**4,650,834.89**

Proceeds Summary

Delivery date	02/20/2020
Par Value	4,300,000.00
Premium (Discount)	368,551.70
Arbitrage expenses	(17,716.81)
Target for yield calculation	4,650,834.89

PROOF OF ARBITRAGE YIELD

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
2020A	12/15/2026	4.000%	1.920%	12/15/2025	100.000000	1.9974812%
2020A	12/15/2027	4.000%	2.080%	12/15/2025	100.000000	2.1605948%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
2020A	12/15/2026	4.000%	1.920%			2.2584505%	0.2609694%
2020A	12/15/2027	4.000%	2.080%			2.5785994%	0.4180047%

Note: ++++ FINAL PRICING REPORTS ++++

SOURCES AND USES OF FUNDS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B

Dated Date	02/20/2020
Delivery Date	02/20/2020

Sources:	
Bond Proceeds:	
Par Amount	6,000,000.00
Premium	130,113.95
	6,130,113.95

Uses:	
Project Fund Deposits:	
Project Fund Deposit	6,000,000.00
Cost of Issuance:	
Bond Counsel	23,000.00
Disclosure Counsel	13,000.00
Issuer Counsel	9,000.00
	45,000.00
Underwriter's Discount:	
U/W Discount (0.95% of Par)	57,000.00
Other Delivery Date Expenses:	
BAM Bond Insurance (35bps)	26,890.93
Other Uses of Funds:	
Additional Proceeds	1,223.02
	6,130,113.95

Note: ++++ FINAL PRICING REPORTS ++++

BOND SUMMARY STATISTICS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B

Dated Date	02/20/2020
Delivery Date	02/20/2020
First Coupon	06/15/2020
Last Maturity	12/15/2034
Arbitrage Yield	2.952681%
True Interest Cost (TIC)	3.018770%
Net Interest Cost (NIC)	3.036227%
All-In TIC	3.178394%
Average Coupon	3.174108%
Average Life (years)	8.838
Weighted Average Maturity (years)	8.751
Duration of Issue (years)	7.589
Par Amount	6,000,000.00
Bond Proceeds	6,130,113.95
Total Interest	1,683,123.82
Net Interest	1,610,009.87
Bond Years from Dated Date	53,026,666.67
Bond Years from Delivery Date	53,026,666.67
Total Debt Service	7,683,123.82
Maximum Annual Debt Service	539,545.00
Average Annual Debt Service	518,448.84
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	9.500000
Total Underwriter's Discount	9.500000
Bid Price	101.218566

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Series 2020B	6,000,000.00	102.169	3.174%	8.838	7.610	4,555.90
	6,000,000.00			**8.838**		**4,555.90**

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,000,000.00	6,000,000.00	6,000,000.00
+ Accrued Interest			
+ Premium (Discount)	130,113.95	130,113.95	130,113.95
- Underwriter's Discount	(57,000.00)	(57,000.00)	
- Cost of Issuance Expense		(45,000.00)	
- Other Amounts		(26,890.93)	(26,890.93)
Target Value	6,073,113.95	6,001,223.02	6,103,223.02
Target Date	02/20/2020	02/20/2020	02/20/2020
Yield	3.018770%	3.178394%	2.952681%

Note: ++++ FINAL PRICING REPORTS ++++

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Series 2020B:						
	12/15/2021	340,000.00	4.000%	2.090%	103.390	11,526.00
	12/15/2022	355,000.00	4.000%	2.090%	105.200	18,460.00
	12/15/2023	365,000.00	4.000%	2.210%	106.519	23,794.35
	12/15/2024	380,000.00	4.000%	2.310%	107.663	29,119.40
	12/15/2025	395,000.00	3.500%	2.420%	105.827	23,016.65
	12/15/2026	410,000.00	3.000%	2.520%	102.988	12,250.80
	12/15/2027	425,000.00	3.000%	2.600%	102.811	11,946.75
	12/15/2028	435,000.00	2.700%	2.700%	100.000	
	12/15/2029	445,000.00	2.900%	2.900%	100.000	
	12/15/2030	460,000.00	3.000%	3.000%	100.000	
	12/15/2031	475,000.00	3.100%	3.100%	100.000	
	12/15/2032	490,000.00	3.150%	3.150%	100.000	
	12/15/2033	505,000.00	3.200%	3.200%	100.000	
	12/15/2034	520,000.00	3.250%	3.250%	100.000	
		6,000,000.00				**130,113.95**

Dated Date	02/20/2020	
Delivery Date	02/20/2020	
First Coupon	06/15/2020	
Par Amount	6,000,000.00	
Premium	130,113.95	
Production	6,130,113.95	102.168566%
Underwriter's Discount	(57,000.00)	(0.950000%)
Purchase Price	6,073,113.95	101.218566%
Accrued Interest		
Net Proceeds	6,073,113.95	

Notes:
++++ FINAL PRICING REPORTS ++++
2020A : First Call Date 12/15/2025
2020B : First Call Date 12/15/2027

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B

Period Ending	Principal	Interest	Debt Service
04/30/2021		162,368.82	162,368.82
04/30/2022	340,000.00	198,145.00	538,145.00
04/30/2023	355,000.00	184,545.00	539,545.00
04/30/2024	365,000.00	170,345.00	535,345.00
04/30/2025	380,000.00	155,745.00	535,745.00
04/30/2026	395,000.00	140,545.00	535,545.00
04/30/2027	410,000.00	126,720.00	536,720.00
04/30/2028	425,000.00	114,420.00	539,420.00
04/30/2029	435,000.00	101,670.00	536,670.00
04/30/2030	445,000.00	89,925.00	534,925.00
04/30/2031	460,000.00	77,020.00	537,020.00
04/30/2032	475,000.00	63,220.00	538,220.00
04/30/2033	490,000.00	48,495.00	538,495.00
04/30/2034	505,000.00	33,060.00	538,060.00
04/30/2035	520,000.00	16,900.00	536,900.00
	6,000,000.00	**1,683,123.82**	**7,683,123.82**

Note: ++++ FINAL PRICING REPORTS ++++

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
06/15/2020		63,296.32	63,296.32	
12/15/2020		99,072.50	99,072.50	162,368.82
06/15/2021		99,072.50	99,072.50	
12/15/2021	340,000.00	99,072.50	439,072.50	538,145.00
06/15/2022		92,272.50	92,272.50	
12/15/2022	355,000.00	92,272.50	447,272.50	539,545.00
06/15/2023		85,172.50	85,172.50	
12/15/2023	365,000.00	85,172.50	450,172.50	535,345.00
06/15/2024		77,872.50	77,872.50	
12/15/2024	380,000.00	77,872.50	457,872.50	535,745.00
06/15/2025		70,272.50	70,272.50	
12/15/2025	395,000.00	70,272.50	465,272.50	535,545.00
06/15/2026		63,360.00	63,360.00	
12/15/2026	410,000.00	63,360.00	473,360.00	536,720.00
06/15/2027		57,210.00	57,210.00	
12/15/2027	425,000.00	57,210.00	482,210.00	539,420.00
06/15/2028		50,835.00	50,835.00	
12/15/2028	435,000.00	50,835.00	485,835.00	536,670.00
06/15/2029		44,962.50	44,962.50	
12/15/2029	445,000.00	44,962.50	489,962.50	534,925.00
06/15/2030		38,510.00	38,510.00	
12/15/2030	460,000.00	38,510.00	498,510.00	537,020.00
06/15/2031		31,610.00	31,610.00	
12/15/2031	475,000.00	31,610.00	506,610.00	538,220.00
06/15/2032		24,247.50	24,247.50	
12/15/2032	490,000.00	24,247.50	514,247.50	538,495.00
06/15/2033		16,530.00	16,530.00	
12/15/2033	505,000.00	16,530.00	521,530.00	538,060.00
06/15/2034		8,450.00	8,450.00	
12/15/2034	520,000.00	8,450.00	528,450.00	536,900.00
	6,000,000.00	**1,683,123.82**	**7,683,123.82**	**7,683,123.82**

Note: ++++ FINAL PRICING REPORTS ++++

FORM 8038 STATISTICS

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B

Dated Date	02/20/2020
Delivery Date	02/20/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Series 2020B:						
	12/15/2021	340,000.00	4.000%	103.390	351,526.00	340,000.00
	12/15/2022	355,000.00	4.000%	105.200	373,460.00	355,000.00
	12/15/2023	365,000.00	4.000%	106.519	388,794.35	365,000.00
	12/15/2024	380,000.00	4.000%	107.663	409,119.40	380,000.00
	12/15/2025	395,000.00	3.500%	105.827	418,016.65	395,000.00
	12/15/2026	410,000.00	3.000%	102.988	422,250.80	410,000.00
	12/15/2027	425,000.00	3.000%	102.811	436,946.75	425,000.00
	12/15/2028	435,000.00	2.700%	100.000	435,000.00	435,000.00
	12/15/2029	445,000.00	2.900%	100.000	445,000.00	445,000.00
	12/15/2030	460,000.00	3.000%	100.000	460,000.00	460,000.00
	12/15/2031	475,000.00	3.100%	100.000	475,000.00	475,000.00
	12/15/2032	490,000.00	3.150%	100.000	490,000.00	490,000.00
	12/15/2033	505,000.00	3.200%	100.000	505,000.00	505,000.00
	12/15/2034	520,000.00	3.250%	100.000	520,000.00	520,000.00
		6,000,000.00			**6,130,113.95**	**6,000,000.00**

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/15/2034	3.250%	520,000.00	520,000.00		
Entire Issue			6,130,113.95	6,000,000.00	8.7505	2.9527%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	102,000.00
Proceeds used for credit enhancement	26,890.93
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Note: ++++ FINAL PRICING REPORTS ++++

PROOF OF ARBITRAGE YIELD

VILLAGE OF CRESTWOOD
COOK COUNTY, ILLINOIS
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2020B

Date	Debt Service	PV Factor	Present Value to 02/20/2020 @ 2.9526812837%
06/15/2020	63,296.32	0.990680470	62,706.43
12/15/2020	99,072.50	0.976267437	96,721.26
06/15/2021	99,072.50	0.962064094	95,314.09
12/15/2021	439,072.50	0.948067390	416,270.32
06/15/2022	92,272.50	0.934274318	86,207.83
12/15/2022	447,272.50	0.920681917	411,795.70
06/15/2023	85,172.50	0.907287266	77,275.92
12/15/2023	450,172.50	0.894087489	402,493.60
06/15/2024	77,872.50	0.881079751	68,611.88
12/15/2024	457,872.50	0.868261257	397,552.95
06/15/2025	70,272.50	0.855629255	60,127.21
12/15/2025	465,272.50	0.843181030	392,308.95
06/15/2026	63,360.00	0.830913911	52,646.71
12/15/2026	473,360.00	0.818825260	387,599.13
06/15/2027	57,210.00	0.806912483	46,163.46
12/15/2027	482,210.00	0.795173021	383,440.38
06/15/2028	50,835.00	0.783604351	39,834.53
12/15/2028	485,835.00	0.772203990	375,163.73
06/15/2029	44,962.50	0.760969488	34,215.09
12/15/2029	489,962.50	0.749898433	367,422.11
06/15/2030	38,510.00	0.738988446	28,458.45
12/15/2030	498,510.00	0.728237185	363,033.52
06/15/2031	31,610.00	0.717642339	22,684.67
12/15/2031	506,610.00	0.707201634	358,275.42
06/15/2032	24,247.50	0.696912827	16,898.39
12/15/2032	514,247.50	0.686773707	353,171.66
06/15/2033	16,530.00	0.676782098	11,187.21
12/15/2033	521,530.00	0.666935853	347,827.06
06/15/2034	8,450.00	0.657232857	5,553.62
12/15/2034	528,450.00	0.647671027	342,261.75
	7,683,123.82		**6,103,223.02**

Proceeds Summary

Delivery date	02/20/2020
Par Value	6,000,000.00
Premium (Discount)	130,113.95
Arbitrage expenses	(26,890.93)
Target for yield calculation	6,103,223.02

Note: ++++ FINAL PRICING REPORTS ++++