FY 2024

ANNUAL TAX INCREMENT FINANCE REPORT

SUSANA A. MENDOZA
ILLINOIS STATE COMPTROLLER

Name of Municipality:	**VILLAGE OF CRESTWOOD**	Reporting Fiscal Year:	**2024**
County:	COOK	Fiscal Year End:	**4/30/2024**
Unit Code:	**016/130/32**		

FY 2024 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					

I attest to the best of my knowledge, that this FY 2024 report of the redevelopment project area(s) in the **City/Village** of: Crestwood 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** 2/13/26

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 2024

Name of Redevelopment Project 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 the 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 2024

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 $ 2,827,269

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	$ 1,756,580	$ 23,638,487	28%
State Sales Tax Increment	$ 860,527	$ 19,910,474	24%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	$ 691	$ 427,932	1%
Land/Building Sale Proceeds			0%
Bond Proceeds		$ 39,080,975	46%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		$ 1,046,836	1%
All Amount Deposited in Special Tax Allocation Fund	$ 2,617,798		
Cumulative Total Revenues/Cash Receipts		$ 84,104,704	100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	$ 2,839,502
Transfers to Municipal Sources	$ 150,000
Distribution of Surplus	
Total Expenditures/Disbursements	$ 2,989,502
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	$ (371,704)
Previous Year Adjustment (Explain Below)	
FUND BALANCE, END OF REPORTING PERIOD*	$ 2,455,565

* 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 2024

Name of Redevelopment Project Area:

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

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.		
LEGAL FEES	27,802	
		$ 27,802
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.		
BOND PAYMENTS	2,811,700	
		$ 2,811,700
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	**$**	**2,839,502**

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

FY 2024

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 2024

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	$ 2,455,565

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
FIXED RATE TIF BONS, SERIES 2016B	$ 33,675,000	$ 31,110,000
FIXED RATE TIF BONDS, SERIVCE 2016C	$ 1,640,000	
Total Amount Designated for Obligations	$ 35,315,000	$ 31,110,000

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

TOTAL AMOUNT DESIGNATED	$ 31,110,000
SURPLUS/(DEFICIT)	$ (28,654,435)

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

FY 2024

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 2024

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.	

2. The municipality DID undertake projects within the Redevelopment Project Area. **(If selecting this option, complete 2a and 2b.)**	
2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan:	
2b. Did the municipality undertake any NEW projects in fiscal year 2022 or any fiscal year thereafter within the Redevelopment Project Area?	

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:			
TOTAL:	**11/1/99 to Date**	**Estimated Investment for Subsequent Fiscal Year**	**Total Estimated to Complete Project**
Private Investment Undertaken (See Instructions)	$ -	$ -	$ -
Public Investment Undertaken	$ -	$ -	$ -
Ratio of Private/Public Investment	0		0

Project 1 Name:

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

Project 2 Name:

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

Project 3 Name:

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

Project 4 Name:

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

Project 5 Name:

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

Project 6 Name:

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

PAGE 2 **ATTACH ONLY IF PROJECTS ARE LISTED**

Project 7 Name:

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

Project 8 Name:

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

Project 9 Name:

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

Project 10 Name:

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

Project 11 Name:

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

Project 12 Name:

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

Project 13 Name:

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

Project 14 Name:

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

Project 15 Name:

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

PAGE 3 **ATTACH ONLY IF PROJECTS ARE LISTED**

Project 16 Name:

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

Project 17 Name:

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

Project 18 Name:

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

Project 19 Name:

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

Project 20 Name:

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

Project 21 Name:

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

Project 22 Name:

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

Project 23 Name:

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

Project 24 Name:

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

Project 25 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 2024

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.

Project Name	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.	
	Temporary	Permanent	Temporary	Permanent

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.

Project Name	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:

Project Name	Stated Rate of Return

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

FY 2024

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 2024

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
ANTHONY J. BENIGNO
LINDA M. MADLENER
KEVIN WASAG
FRANK CALDARIO
BRIAN SKALA
DENISE M. PIETRUCHA

February 6, 2024

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

RE: Certificate of Compliance – Village of Crestwood 135th and Cicero Redevelopment Project Area
Tax Increment Allocation Redevelopment Act (65 ILCS 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 Village Manager, I further certify that during the preceding fiscal year, the Village has complied with all requirements of the Tax Increment Allocation Redevelopment Act, including but not limited to Sections 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.

Please feel free to contact the Village should you require any additional information or documentation.

Respectfully submitted,

William Graffeo
Village Manager
Village of Crestwood

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†Also admitted in Wisconsin
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PATRICK J. WOYTEK
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February 13, 2026

Ms. Susana A. Mendoza
Illinois State Comptroller
555 West Monroe Street; Suite 1400S-A
Chicago, IL 60661

Re: Legal Opinion Regarding Compliance of the Village of Crestwood 135th and Cicero Redevelopment Project Pursuant to 65 ILCS 5/11-74.4-5(d)(4).

Dear Ms. Mendoza:

We represent the Village of Crestwood, Cook County, Illinois, an Illinois municipal corporation (the "Village"), and have served as its counsel in connection with the redevelopment project area commonly known as the 135th and Cicero Redevelopment Project (the "Redevelopment Project"). Pursuant to Section 5(d)(4) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "Act"), the Village has requested that we render our opinion as to its compliance with the Act in administering the Redevelopment Project.

For purposes of this letter, we have reviewed the Annual Tax Increment Finance Report (the "Report") for the fiscal year ending April 30, 2024. We have not conducted an independent audit of the Village's reports and activities and have relied upon the assertions of the Report as to its compliance with Section (5)(d)(9) of the Act. Based on the documents supplied to us, we are of the opinion that the Village is now in compliance with the Act.

Our opinions expressed above are limited to the laws of the State of Illinois and we do not express any opinion herein concerning any other laws. In addition, we express no opinion herein concerning any statutes, ordinances, administrative decisions, rules, or regulations of any county, town, municipality, or special political subdivisions (whether created or enabled through legislative action, at the federal, state, or regional level). This opinion is given to the Illinois State Comptroller and shall not be relied upon by any other person or entity, or for purposes other than as intended. The opinions given herein are as of the date hereof.

Very truly yours,

SOSIN, ARNOLD & SCHOENBECK, LTD.

Patrick J. Woytek

Patrick J. Woytek

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

OFFICIAL SEAL
Peggy A Carlson
Notary Public, State of Illinois
My Commission Expires Dec. 20, 2015

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, 2019

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 = 7.6609 acres (riparian area not included)

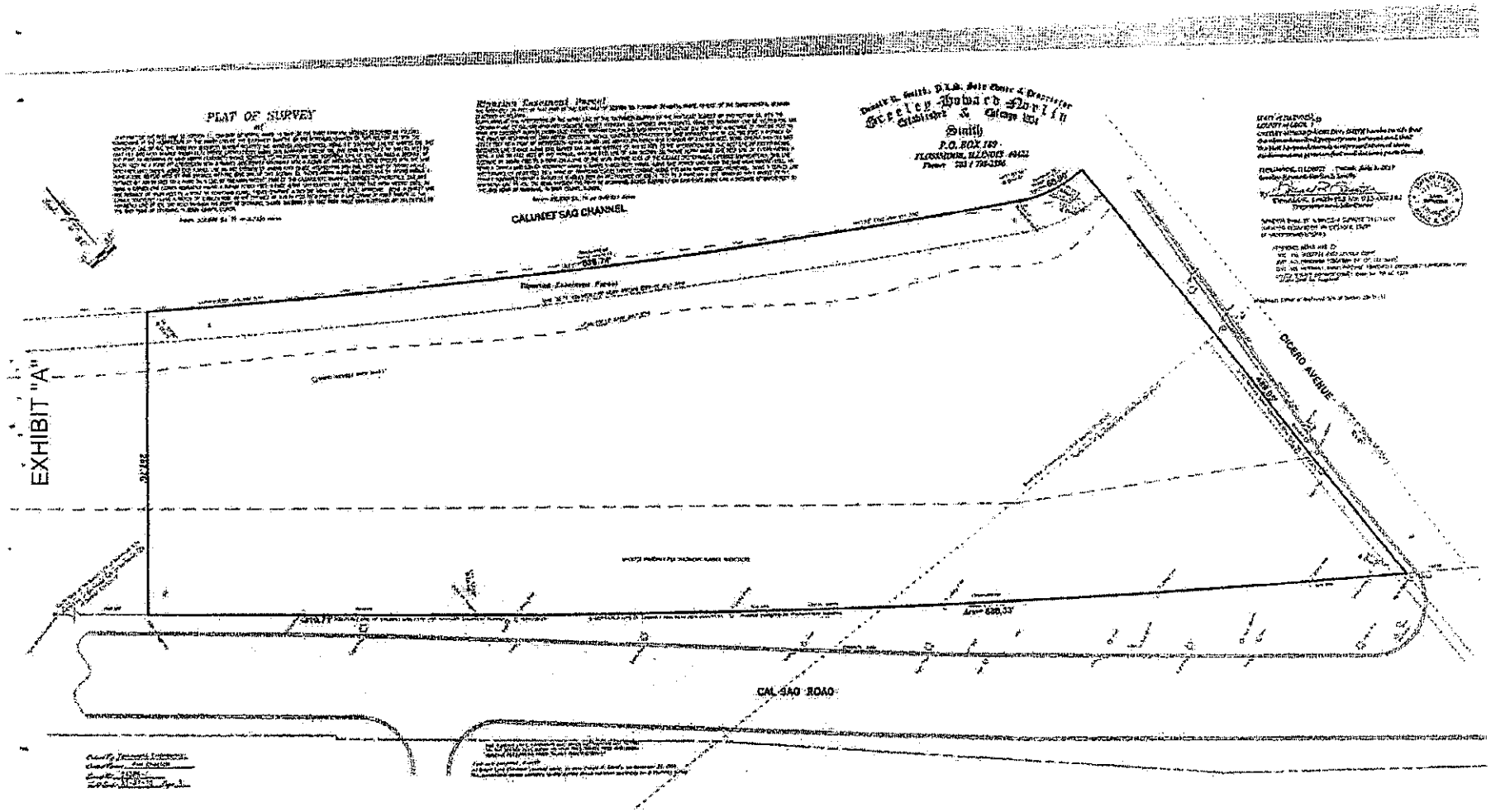


EXHIBIT "A"
LEGAL DESCRIPTION

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 13th 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

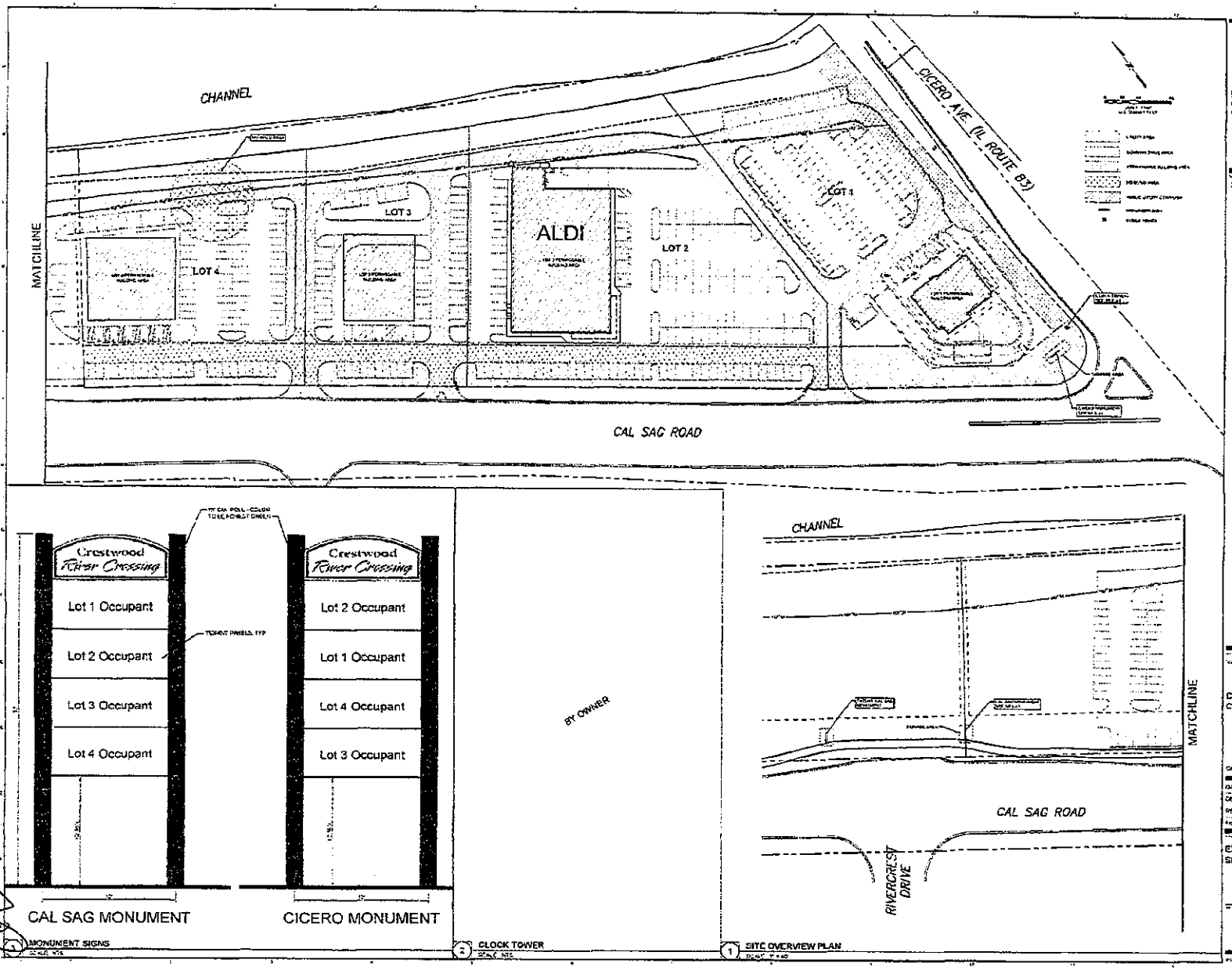

CHANNEL
CICERO AVE. (IL ROUTE 83)
MATCHLINE
LOT 1
LOT 2
LOT 3
LOT 4
ALDI
CAL SAG ROAD
Crestwood River Crossing
Lot 1 Occupant
Lot 2 Occupant
Lot 3 Occupant
Lot 4 Occupant
Crestwood River Crossing
Lot 2 Occupant
Lot 1 Occupant
Lot 4 Occupant
Lot 3 Occupant
CAL SAG MONUMENT
CICERO MONUMENT
BY OWNER
CHANNEL
MATCHLINE
CAL SAG ROAD
RIVERCREST DRIVE
Farnsworth GROUP
Crestwood River Crossing Subdivision
EXHIBIT A
SITE OVERVIEW PLAN
EX-A
1 SITE OVERVIEW PLAN
2 CLOCK TOWER
3 MONUMENT SIGNS

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-701	HVAC, Legend, Section & Schedules
S-001	General Structural Notes	SE-101	Site Lighting Electrical Plan
S-101	Foundation Plan	E-001	Electrical Unit and Notes
S-102	Slab Plan	E-101	Lighting Plan
S-111	Roof Framing Plan	E-102	Schedules and Diagrams
S-501	Foundation Details	E-201	Electrical Plan
S-502	Foundation Details	E-301	Enlarged Plan
S-503	Foundation Details	E-401	One-line Diagram Schedules & Elevation
S-504	Foundation Details	E-501	Electrical Details
S-601	Steel Framing Sections & Details	E-600	Snow Melting System Plan
S-602	Steel Framing Sections & Details		
S-603	Steel Framing Sections & Details	CLP-101	Security System Conduit Plan - FOR REFERENCE ONLY
S-604	Steel Framing Sections & Details		
S-605	Steel Framing Sections & Details	CLP-102	Fire Alarm Conduit Plan - FOR REFERENCE ONLY
S-606	Steel Framing Sections & Details		
S-607	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-301	Enlarged Plumbing Plans		
P-501	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

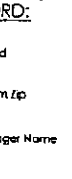
STRUCTURAL ENGINEER OF RECORD:
Struct Firm Name
Struct Engineer of Record
Struct Firm Address
Struct Firm City,
Struct Firm State, Struct Firm Zip
Struct Firm Phone
Struct Firm Fax Fax
Contact: Project Manager Name
Struct Contact Phone
Struct Contact Email

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



Issued:	Date:
A Issued for Use/Reference	00/00/16
B	
C	
D	
E	

Revisions:	Date:
1	
2	
3	
4	
5	
6	
7	
8	
9	

Seal
PROJECT ARCHITECT/ENGINEER DATE
PROJECT LEAD DATE
PROJECT DESIGNER DATE

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Drawing Alteration
DO NOT SCALE PLANS

APD ENGINEERING & ARCHITECTURE PLLC
615 Fishers Run
Victor, NY 14564

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:

Cover Sheet
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
G-001
Drawing No.

PLOTTED: 8/5/16 2:09 PM

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 (2902 - 2909)	MIXED OCCUPANCY GROUP M & S-1	
	(M) (MERCANTILE)	(S-1) (STORAGE)
NUMBER OF STORIES (TABLE 503):	1	1
BUILDING HEIGHT (TABLE 503):	40'-0"	40'-0"
BUILDING AREA (TABLE 503):	9,000	
AREA FOR FRONTAGE INCREASE (TABLE 506.2):	9,000	
AUTOMATIC SPRINKLER SYSTEM (NOT REQUIRED):	27,000	
MAXIMUM ALLOWABLE SQUARE FOOTAGE:	36,000	19,000

AREA MODIFICATIONS (506):
AUTOMATIC SPRINKLER SYSTEM: YES - (300% INCREASE)
STREET FRONTAGE INCREASE:
- BUILDING PERIMETER: 314'-0"
- BUILDING PERIMETER FRONTING ON A STREET OR UNOCCUPIED SPACE: 199'-0"
- INCREASE TO MAX. ALLOWABLE AREA (I): 36000

AREA MODIFICATION CALCULATIONS			
	BASE AREA	AREA INCREASE	SPRINKLER INCREASE
A=	A1	(W - 30') x 17 / 100	(W - 30') x 17 / 100 x 300%
W=	9,000	9999'	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 RATINGS 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):

MINIMUM WALL AND CEILING FINISH CLASSIFICATIONS BY OCCUPANCY (TABLE 803.9)						
OCCUPANCY GROUP	SPRINKLERED			NON-SPRINKLERED		
	EXIT ENCLOSURES & EXIT PASSAGEWAYS	CORRIDORS & ENCLOSURES FOR REQUIRED STAIRWAYS & RAMPS	ROOMS & ENCLOSED SPACES	EXIT ENCLOSURES & EXIT PASSAGEWAYS	CORRIDORS	ROOMS & ENCLOSED SPACES
M (MERCANTILE)	B	C	C	A	B	C

FIRE PROTECTION SYSTEMS (CHAPTER 9)
AUTOMATIC SPRINKLER SYSTEMS (903): (REQUIRED) YES (PROVIDED) YES
STANDPIPE SYSTEMS (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 (TABLE 1004.1.2)			
OCCUPANCY USE	SQUARE FEET/ OCCUPANT	TOTAL OCCUPANCY SQUARE FOOTAGE	OCCUPANTS
MERCANTILE	30	12,699	416
FLEXIBILITY	100	32%	4
MERCANTILE STORES	300	6,129	96
TOTAL OCCUPANT LOAD			516

EGRESS WIDTH (1005):

USE GROUP OR UNIT DESCRIPTION	(A) OCCUPANT LOAD	(B) EGRESS WIDTH PER OCCUPANT (TABLE 1005.1)		LAST PREVIOUS UNIT: REQUIRED EGRESS WIDTH (SECTION 1005.1)		ACTUAL WIDTH SHOWN ON PLANS	
		STAIRS	LEVEL	STAIRS	LEVEL	STAIRS	LEVEL
MERCANTILE	416	.3	.2	124.8"	83.2"	144"	138.5"
STORAGE	48	.3	.2	14.4	9.6	144"	138.5"

* The total of door widths at egress shall not have a narrower capacity for this floor (if portion 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" Ht. MIN., 38" Ht. MAX.
GUARDS (1013): 42" Ht. 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

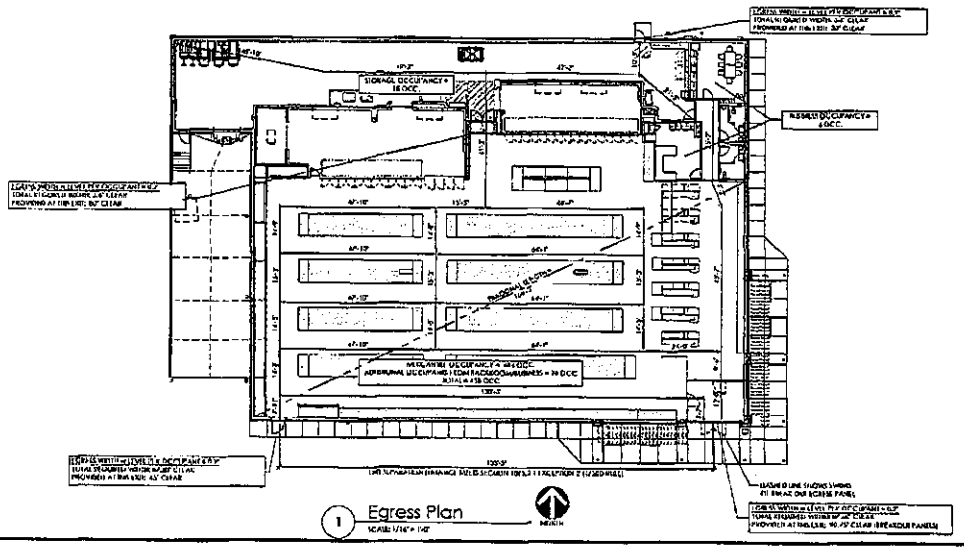
ACCESSIBILITY (CHAPTER 11)
CHECK-OUT AISLES (TABLE 1109.12.2): (REQUIRED) 2 (PROVIDED) 5

PLUMBING FIXTURE REQUIREMENTS:

MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES (BY OCC. TABLE 403.1)							
OCCUPANCY GROUP	WATER CLOSETS (URINALS)		LAVATORIES		BATHTUBS OR SHOWERS	DRINKING FOUNTAINS	OTHER
	MALE	FEMALE	MALE	FEMALE			
MERCANTILE (EXISTING)	1 PER 500		1 PER 750		-	1 PER 1,000	1 SERVICE SINK
MERCANTILE (PROVIDED)	1+0	4	1	1	-	2	1 SERVICE SINK

AREA SUMMARY (FOR REFERENCE ONLY)

SUB CODE AREA SUMMARY		
OCCUPANCY USE	SUBAREA NAME	SUBAREA SQ FOOTAGE
MERCANTILE	SALES AREA	12,406
	OFFICE	88
	WOMEN'S RESTROOM	80
	MENS RESTROOM	80
	VOID	143
SUBTOTAL (MERCANTILE)		12,699
STORAGE	OFFICE	232
	BREAK ROOM	288
SUBTOTAL (STORAGE)		520
MECHANICAL / MISC.	BACKROOM	3,199
	CLOSETS	1,212
	VESTIBULE	445
SUBTOTAL (STORAGE / MISC.)		5,324
BUILDING OCCUPANCY(IES)		
EXTERIOR (INTERIOR WALLS / FUNCTIONS EXEMPT)		1,809
EXISTING BUILDING FOOTPRINT		19,824
EXTERIOR CANOPY		720
TOTAL SQUARE FOOTAGE (INCLUDING CANOPY)		19,824



1 Egress Plan
SCALE: 1/16" = 1'-0"

Issued:	Date:
A Issued for Client Review	08/03/16
B	
C	
D	
E	

Revisions: Date:
1
2
3
4
5
6
7
8
9

Seal Seal

PROJECT ARCHITECT/ENGINEER DATE
PROJECT LEAD DATE
PROJECT DESIGNER DATE

Copyright © Date
Drawing Attribution
DO NOT SCALE PLANS

APD ENGINEERING & ARCHITECTURE, PLLC
613 Fishers Run
Victor, NY 14564
585.742.3999
585.924.6154

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:

Code Review

Drawing Name:

Date: Date
Type: R15D-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
G-002
Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

GENERAL STRUCTURAL NOTES:

DESIGN LOADS AND CRITERIA:

**** THESE DESIGN PROVIDES THE BASIS FOR DESIGN OF THE PROTOTYPE. DESIGN MUST BE UPDATED FOR ALL **** LOCAL AND SITE SPECIFIC CONDITIONS, CODES, ELEVATIONS, ETC.

2017 INTERNATIONAL BUILDING CODE
EPA CATEGORY (NONE)

LOCATION	DEAD LOAD	LIVE LOAD
FLOOR	—	100 TO 250 PSF
ROOF	15 PSF	20 PSF (REDUCIBLE)

NOTE: ROOF DEAD LOAD INCLUDES A PSF ALLOWANCE FOR SOLAR ARRAY

SNOW DESIGN
P_g = 30 psi, C_e = 1.0, C_t = 1.0, I_s = 1.00, P_f = 0.7 C_e C_t I_s P_g = 21 psi
SEE LOADS PER PAGE 2

WIND DESIGN
V = 115 MPH 3 SECOND GUST, EXPOSURE B
ASD METHOD ON ROOF SLOPES < 7°
EXCEPTIONS ARE INDICATED FOR LOCAL PRESSURES AND PSF.
ON = OVERHANG, ASD = ASD, EFFECTIVE WIND AREA (SQ.FT.)
EQUATION USED: $P = q_h [(GC_p) - (GC_{pi})]$ psf

COMPONENT AND CLADDING (C&C) PRESSURES:

	Area	$+GC_p$	$-GC_p$	Wind Zones
	0 - 10	31.17	-33.57	-78.00	1 ROOF INTERIOR
	10	19.35	-42.39	-99.00	2 ROOF EDGE
	100	18.67	-42.58	-99.00	3 ROOF CORNER
	500	17.68	-19.47	-90.69	4 WALL INTERIOR
	500	16.00	-18.15	-10.15	5 WALL CORNER

ROOF C&C PRESSURE:

Area	$+GC_{pn}$	+	-	GC_{pn}	GC_{pn}
0 - 10	16.00	-71.99	-99.92	-48.84	-33.90	-46.66
25	16.00	-42.09	-56.00	-46.67	-47.82	-44.05
50	16.00	-42.36	-90.05	-34.00	-46.19	-34.06
100	16.00	-27.27	-93.00	-73.81	-30.39	-19.96
500	16.00	-21.07	-73.00	-79.81	-20.84	-44.45

SEISMIC DESIGN
ANALYSIS PER THE EQUIVALENT LATERAL FORCE PROCEDURE
MEETS SYSTEMS AND SPECIFICALLY DETAILED FOR SEISMIC RESISTANCE
I = 1.000, S_{DS} = 1.250, C_R = 1.000, S_{D1} = 1.000, SEISMIC CLASS = D, S_{MS} = 1.875, S_{M1} = 1.000, S_{DS} = 0.750, S_{D1} = 0.700
SEISMIC DESIGN CATEGORY = V, V = 0.060 W

SOILS CLASSIFICATION
BEFORE NUMBER <NUMBER> BY <COMPANY> DATED <DATE>,
ASSUMED A READING THE EQUIV. = 3000 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 NOTIFY GENERAL CONTRACTOR IN WRITING OF SHOP DRAWINGS WHICH DO NOT COMPLY WITH THE DESIGN DRAWINGS.
4. ALL SITE WORK 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 IN THE FIELD BY THE GENERAL CONTRACTOR.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS WITH ARCHITECT'S PLANS BEFORE STARTING WORK.
7. WHERE ALL MECHANICAL EQUIPMENT WEIGHTS, LOCATIONS AND ASSOCIATED OPENINGS WITH MECHANICAL CONTRACTOR. NORTH TRUSSES ARE ACTUAL WEIGHT (NOTED) ARE DESIGN WEIGHT SHOWN ON THE DRAWINGS.
8. CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY BRACING, GUYING, CLEATS, ETC. AS NECESSARY FOR THE SAFE ERECTION OF THE STRUCTURE. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION OR FOR THE SAFETY OF THE STRUCTURE.
9. SECTIONS AND DETAILS ON DRAWINGS ARE TYPICAL (OR ALL SIMILAR CONDITIONS).
10. WHERE DIFFICULTY NOTED OCCURRING, ELEVATIONS ARE APPROXIMATELY FROM FINISH FLOOR AS THE FINISHED FLOOR ELEVATION REQUIRE.

FOUNDATIONS AND SOILS:

1. ALL SITE WORK SHALL BE UNDER THE DIRECTION OF A LICENSED GEOTECHNICAL ENGINEER OR SOILS TECHNICIAN.
2. EXCAVATION OR SITE SOIL, INCLUDING FINAL UNDERCUTTING, FILL AND BACKFILL PLACEMENT AND PLACEMENT, SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS FOR THE FOUNDATIONS AND CRITERIA SECTION OF THIS SHEET. COMPACTION OF STRUCTURAL FILL MATERIALS SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT'S RECOMMENDATIONS FOR MAXIMUM DENSITY ACCORDING TO PROCTOR ANALYSIS.
3. ALL FOUNDATIONS SHALL BE LOCATED AT ELEVATIONS SHOWN ON PLANS AND DETAILS. FOUNDATIONS AND SLABS-ON-GRADE SHALL BE AT UNDISTURBED MATERIAL APPROVED BY THE GEOTECHNICAL ENGINEER.
4. FOOTINGS CAST MONTHS TACK OF WATER SHALL BE LARGE. FORMED BY DRY EXCAVATIONS IF NOR CONDITIONS ALLOW.
5. FOOTINGS SHALL BE CENTERED ON COLUMNS AND STRUCTURAL WALLS UNLESS OTHERWISE.
6. FOOTINGS ARE DESIGNED ON THE ASSUMPTION SOIL PRESSURE SPECIFIED IN THE GEOTECHNICAL REPORT AND SOILS SECTION OF BASE NOTES.
7. FOUNDATION OF UNITS IN ADDITION TO THE BUILDING FOUNDATION SYSTEM SHALL BE AS APPROVED BY THE ARCHITECT AND/OR SOILS ENGINEER TO ENSURE THE INTEGRITY OF THE BUILDING SOILS. THE FOLLOWING TOTAL LOAD SOIL PRESSURE (OR UNLESS NOTED OTHERWISE) ARE ALLOWABLE BEARING PRESSURE. SEE DESIGN LOADS AND CRITERIA, GEOTECHNICAL SECTION OF THESE NOTES.

CONCRETE:

1. CONCRETE SHALL CONFORM TO THE FOLLOWING. WHERE MIN. PSI IS THE MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS, AND MAX. W/C IS THE MAXIMUM WATER-TO-CEMENTITIOUS MATERIALS RATIO.

CONCRETE FOR CONDITIONS	MIN. PSI	MAX. W/C	SLUMP	AIR CONTENT
FOOTINGS	3000 PSI	0.55	5" ± 1"	4%
FOUNDATION WALLS	4000 PSI	0.50	5" ± 1"	6% ± 1.5%
SLAB-ON-GRADE/SLAB-ON-METAL DECK	3000 PSI	0.50	5" ± 1"	3% OR LESS AS PROVIDED IN MIX
EXTERIOR CONCRETE	4000 PSI	0.45	5" ± 1"	6% ± 1.5%

2. ALL SPECIFICATION FOR ASYMMETRICAL CONCRETE REQUIREMENTS.
3. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE CURRENT RECOMMENDATIONS OF CONCRETE PLACEMENT.
4. PORTLAND CEMENT SHALL CONFORM TO ASTM C150 TYPE I OR II.
5. ALL AGGREGATES FOR NORMAL WEIGHT CONCRETE SHALL MEET ASTM C33.
6. ALL REINFORCING 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 BE AS DESCRIBED SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE:

LOCATION	MINIMUM COVER
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
EXPOSED TO EARTH OR WEATHER	2"
#6 BARS OR SMALLER	1.5"
#7 BARS OR LARGER	2"
#11 BARS OR LARGER	2"
#14 BARS OR LARGER	2"
#18 BARS OR LARGER	2"
SLABS, WALLS, JOISTS	3/4"
BEAMS, COLUMNS	1.5"

8. ALL REINFORCING BARS TO BE BENT, FABRICATED AND PLACED PER CRSI AND ACI STANDARDS. HOOKING CEMENT TO COVER AND BAR SUPPORTING TO BENT METHOD OF SUPPORTING TOP BARS IN SLAB. MATS SHALL BE TIED SO WHEN CONCRETE IS PLACED CORNER BARS AT ALL FOOTINGS AND WALL INTERSECTIONS TO MATCH HORIZONTAL REINFORCING IN WALLS AND SPACINGS. AT INTERSECTIONS OF CONTINUOUS VERTICAL CORNER BARS ARE EXPOSED ON SIDE OF WALL FACING CONCRETE, LAP BARS AT ALL VERTICAL INCLUDING CORNER BARS AND DOWELS, IN ACCORDANCE WITH SPACE ALLOWABLE ON EACH FACE. LAP BARS AT ALL VERTICAL INCLUDING CORNER BARS AND DOWELS, IN ACCORDANCE WITH SPACE ALLOWABLE ON EACH FACE. LAP BARS AT ALL VERTICAL INCLUDING CORNER BARS AND DOWELS, IN ACCORDANCE WITH SPACE ALLOWABLE ON EACH FACE. LAP BARS AT ALL VERTICAL INCLUDING CORNER BARS AND DOWELS, IN ACCORDANCE WITH SPACE ALLOWABLE ON EACH FACE.
9. REMOVE 3x3, 4" HORIZONTAL BAR OPENING LOCATION ON ALL SIDES OF OPENING IN SLAB.
10. ALUMINUM SHALL NOT BE EMBEDDED IN ANY CONCRETE.
11. NO NOTES OR OPENINGS THROUGH FOUNDATION WALL AND/OR FOOTINGS WITHOUT ENGINEER APPROVAL.

MASONRY:

1. WITH ITH CONCRETE BLOCK MASONRY UNITS SHALL CONFORM TO ASTM C90, NORMAL WEIGHT, TYPE THE MINIMUM COMPRESSIVE STRENGTH OF THE MASONRY SHALL BE 1500 PSI AT 28 DAYS.
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. 2000 PSI AND NOT LESS THAN A 6-1/2" SLUMP.
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 SCHEDULE FOR ADDITIONAL REINFORCING.
5. VERTICAL AND HORIZONTAL REINFORCING SHALL BE CONTINUOUS AND LAPPED PER ACI 530.
6. HOLD MASONRY BARS STRAIGHT, PLUMB AND ACCURATE IN ALL WALLS AS DETAILED. INSTALL REINFORCEMENT WITH 90° HOOKS. MAXIMUM BARS ARE DESIGNED TO HOLD BARS IN PROPER LOCATION WITHIN THE CELL PRIOR TO GROUTING.
7. PROVIDE A MINIMUM OF 90° CROSS BETWEEN MAIN REINFORCING AND MASONRY UNITS.
8. PROVIDE STANDARD GAGE METAL TITE JOINT REINFORCING (OR EQUIVALENT) IN EVERY OTHER HORIZONTAL MASONRY JOINT. REINFORCING SHALL BE CONTINUOUS.
9. ALL REINFORCED MASONRY CORNERS AND WALL SECTIONS REQUIRE DOWELS FROM FOOTING, SLAB, OR LAND ADJACENT AS VERTICAL WALL DESIGNATED IN COLUMN OR WALL UNLESS NOTED OTHERWISE.
10. GROUT ALL CELLS, ALL WALLS BELOW GRADE, SLAB JOINTS BETWEEN WIRES BELOW GRADE.
11. ALL CMU SHALL BE END OR BLOCKING BOND PATTERN.
12. GROUT PLACEMENT SHALL CONFORM TO ACI 530.1/ASCE 6 AND 602. HOWEVER, THE MAXIMUM GROUT POUR HEIGHT SHALL NOT EXCEED 8 FEET AND THE MAXIMUM HEIGHT WHICH GROUT IS PLACED IN ONE CONTINUOUS OPERATION (GROUP 1) SHALL NOT EXCEED 4 FEET. WHERE THERE ARE A MINIMUM OF 1 HOUR SETTING TIME BETWEEN EACH POUR LIFT.
13. ALL TOP OF EACH GROUT POUR SHALL BE 1" BELOW THE KEY JOINT.
14. REINFORCEMENT, GROUT PLACEMENT, AND TESTING SHALL BE IN ACCORDANCE TO SPECIFIED.
15. CLEANOUTS SHALL BE CONSTRUCTED ARRANGED TO ENSURE VERTICAL BAR SHALL BE MINIMUM DIAMETER OF MASONRY FOR EACH GROUT POUR HEIGHT AND FOR 24 SIDE. CONSTRUCT CLEANOUTS WITH AN OPENING OF 3" x 4" INCHES OR TO PLANE REMOVAL OF BLOCKS. USE NO LESS THAN 3.5" DIAMETER AT BOTTOM. CLEAN CLEANOUTS WHEN CLOSED. REMOVE CLEANOUTS AFTER GROUT REACHES 1/3 HIGH. CLEANOUTS SHALL BE LOCATED ON WALL FACE NOT EXPOSED TO VIEW.

SPECIAL INSPECTIONS:

INSPECTIONS SHALL BE PERFORMED BY AN APPROPRIATE AGENCY, TAKE FOR BY THE OWNER FIELD INSPECTIONS REQUIRED ARE:

1. PERIODIC INSPECTION OF SITE FABRICATORS SHOP FOR QUALITY CONTROL AND FABRICATION PROCESSES THAT COMPLY WITH AISC CODE OF STANDARD PRACTICE.
2. VERIFICATION AND INSPECTION OF SITE CONSTRUCTION PER ASC 360-10 SECTION N.
3. VISUALIZATION AND RANDOM CHECK OF CONNECTIONS BY WELDING CODE (AWS D1.1).
4. SPECIAL INSPECTION OF MASONRY CONSTRUCTION PER THE 2018 IBC TABLE 1704.5, EXCEPTION: MASONRY WALLS DESIGNED WHERE VERIFICATION OF COMPLIANCE WITH THE APPROVED MOMENTS PER TABLE 1705.3.
5. MISCELLANEOUS: SIDE SLABS, PILE PLACEMENT, AND REBARING DATA SHEET PER A GEOTECHNICAL ENGINEER AS FOLLOWING:
   a. OBSERVATION OF PROOF ROLLING FOR BUILDING PRIOR TO FILL PLACEMENT. COMPACTION TESTING OF STRUCTURAL FILL PLACEMENTS, IF SOILS MUST BE TESTED BY A GEOTECHNICAL ENGINEER.
   b. PROVIDE BEARING BEDS AT EACH FOOTING LOCATION TO CONFIRM BEARING CAPACITY.
   c. REQUIRED VERIFICATION AND INSPECTION OF SOILS PER BUILDING CODE TABLE 1705.6.
6. WELDING OF MAIN FLANGES AND LEVELNESS TESTS MUST BE PERFORMED BY THIRD PARTY INSPECTOR. THE TESTING SHALL BE PERFORMED PER AISC 341-16 AND THE ENGINEER OF RECORD. THE TESTING SHALL BEGIN WITHIN 24 HOURS AFTER COMPLETION OF THE WELDING PROCESS. PRELIMINARY REPORTS MUST BE COMMUNICATED TO THE AISC CONSTRUCTION VERIFICATION WITHIN 24 HOURS FROM THE TESTING. ANY CRITICAL DEFICIENCIES MUST BE REPORTED TO THE AISC CONSTRUCTION VERIFICATION WITHIN 3 WORKING DAYS OF THE FAILED TEST PERFORMED. SEE SPECIFICATION SECTION 03300 FOR MORE REQUIREMENTS.

STEEL JOISTS:

1. STEEL JOISTS AS SHOWN ON THE PLANS 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 NEAR (3) NO OPENINGS OR CUTTING OF CHORDS MAY BE MADE FOR CONNECTIONS.
3. SUPERVISION OF ANY MISCELLANEOUS OR SPECIFIED ITEMS BY JOIST MANUFACTURER'S EMPLOYEE PAINTS.
4. ALL JOISTS SHALL BE CAMBERED IN ACCORDANCE WITH SJI SPECIFICATIONS.
5. ALL JOISTS SHALL BE DESIGNED FOR A MINIMUM OF 5 PSF BOTTOM CHORD LIVE LOAD IN ADDITION TO THE LOADS SHOWN ON THE PLANS.
6. ALL JOISTS SHALL BE DESIGNED FOR THE FOLLOWING UNIFORM LOADS:
   a. JOISTS SHALL BE DESIGNED FOR DEAD LOADS AS DETERMINED BY DESIGN LOADS NOTED ON THESE DRAWINGS.

STEEL ROOF DECK:

1. ALL SITE ROOF DECK TO BE 1 1/2" WIDE DECK PANELS 20 GAGE MIN. STEEL. ERECT PER MANUFACTURER'S SPECIFICATIONS, LATEST.
2. ALL DECK SHALL BE ATTACHED SO ALL MEMBERS ON WHICH IT RESTS IN ACCORDANCE WITH TYPICAL ROOF DECK PATTERNS OUTLINE.

COLD FORMED METAL FRAMING:

1. PROVIDE STUDS AND CONFORMING IN ACCORDANCE WITH AMERICAN IRON AND STEEL INSTITUTE (AISI) SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS AND THE STEEL STUD MANUFACTURERS ASSOCIATION (SSMA) PRODUCT TECHNICAL INFORMATION (T.I.P. 2004-01).
2. COLD-FORMED MEMBERS OF 18 GAGE AND HEAVIER SHALL HAVE A MINIMUM YIELD POINT OF 33 KSI, ASTM A653 GRADE 33, CLASS 1 OR 2.
3. FRAMING COMPONENTS MAY BE PREFABRICATED UNIT ASSEMBLIES BEFORE ERECTION FABRICATE PANELS, HEADERS, TRUSS, ETC. IN LINE, AND MARKED AGAINST PLACING WITH ZONES WHERE THEY ARE TO BE USED TO PREVENT DAMAGE OR MISPLACEMENT.
4. FABRICATE SHALLOW ASC PLATE AND TO HOLD MEMBERS IN PROPER ALIGNMENT AND CONNECTION PLACE MEMBERS.
5. FABRICATE LEADS TO MAINTAIN ALLOWABLE TOLERANCE VARIATIONS FROM PLUMB, LEVEL, AND TRUE TO LINE OR GRADE, AS SET.
6. CUT FRAMING MEMBERS BY SAWING OR SHEARING. DO NOT TORCH CUT.
7. PROVIDED TEMPORARY BRACING AND LEAVE IN PLACE UNTIL FRAMING IS PERMANENTLY STABILIZED.

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE	CAP	CAPACITY	EL, ELEV	ELEVATION	GEN	GENERAL STRUCTURAL NOTES	MFR	MANUFACTURER	PVC	POLYVINYL CHLORIDE	TBD	TO BE DETERMINED
ADDL	ADDITIONAL	CAT	CATALOG	EMBED	EMBEDMENT/EMBEDMENT	GYP	GYPSUM WALL BOARD	MSR	MINIMUM	QTY	QUANTITY	TOC	TOP OF CONCRETE ELEVATION
ALUM	ALUMINUM	CFS	COLD-FORMED STEEL (HIGH GAUGE)	ENG	ENGINEER	HDR	HEADER	MISC	MISCELLANEOUS	R	RADIUS	TOF	TOP OF FOOTING
AS	ANGLE (SIDE SYMBOL BY AISC CONSTRUCTION TECH)	CHAN	CHANNEL	EQ	EQUAL	HORIZ	HORIZONTAL	MO	MASONRY OPENING	RE	REFER OR EXTENSION/REACTION	TOS	TOP OF SLAB/ELEVATION
ASTM	ABOVE FINISHED FLOOR	CJ	CONTROL JOINT	EPS	EXPANDED POLYSTYRENE	ID	INSIDE DIAMETER	MTL	METAL	REF	ROOF DRAIN	TWD	TIMBER/TREATED
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	CLG	CEILING	EQ	EQUAL	IN	INCHES	NO	NUMBER	REINF	REINFORCE/REINFORCED/REINFORCING	TYP	TYPICAL/TYP
ASW	AMERICAN IRON AND STEEL INSTITUTE	CLR	CLEAR	EQ SPA	EQUAL SPACING/EQUALLY SPACED	INSUL	INSULATION	NOM	NOMINAL	REQD	REQUIRE	UC	TOP OF
AWC	AMERICAN WOOD COUNCIL STANDARDS INSTITUTE	CMU	CONCRETE MASONRY UNIT	EW	EACH WAY	INT	INTERIOR	NS	NON-SHRINK/NON-SLIP/NON-STAIN	RF	TOP OF ROOF	BOS	TOP OF BEAM
APPROX	APPROXIMATE/APPROXIMATELY	CO	CLEANOUT	EXIST	EXISTING	INV	INVERT	NTS	NOT TO SCALE	RTU	RETURN	BOS	TOP OF SLAB
AB	ANCHOR BOLT	COL	COLUMN	EXP	EXPANSION	JT	JOINT	OC	ON CENTER	RM	ROOM	BOW	TOP OF WALL
ARCH	ARCHITECT/ARCHITECTURAL	CONC	CONCRETE	EXT	EXTERIOR/EXTERNAL	JST	JOIST	OCCW	ON CENTER EACH WAY	RO	ROUGH OPENING	BEAMS	BEAM/BEAMS
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS	CONN	CONNECTION	FF	FINISH FLOOR	LB	JOIST BEARING/JOIST BEARING ELEVATION	OCEW	ON CENTER EACH WAY (TOP AND BOTTOM)	SCHED	SEE SCHEDULE/SCHEDULED	THK	THICK
ASSM	ASSEMBLY/ASSEMBLIES	CONST	CONSTRUCTION	FD	FOUNDATION DRAIN	LBS	JOIST	OD	OUTSIDE DIAMETER	SCR	SCREW	TYP	TYPICAL
ASTM	AMERICAN METEORIC SOCIETY	CONTR	CONTRACTOR	FDW	FOUNDATION	JT	HORIZ	OPNG	OPENING/OPENINGS	SECT	SECTION/SECTIONS	U	UNLESS NOTED OTHERWISE
BOT	BOTTOM OF/BOTTOM ELEVATION	CS	CONSTRUCTION	FT	FEET/FOOT	K, KIP	KIPS/POUNDS (1 KIP = 1000 POUNDS)	OPP	OPPOSITE	SHT	SHEET	VERT	VERTICAL
BOT	BOTTOM	CTR	CENTER	FF	FINISHED FLOOR ELEVATION	LB	POUNDS	ORIG	ORIGINAL	SIM	SIMILAR	VIF	VERIFY IN FIELD
BF	BOTTOM FLANGE	CY	CUBIC YARDS	FO	FINISHED GRADE	LT	LIGHTWEIGHT CONCRETE	OA	OVERALL	SP	STEEL JOIST PARALLEL	WT	WIDE
BLDG	BUILDING	DBL	DOUBLE	FOS	FEATURE	LLH	LONG LEG HORIZONTAL	OH	OVERHEAD	SPEC	SPECIFICATION	WD	WITH/WIDE
BLK	BLOCK	DEMO	DEMOLISH/DEMOLITION	FPM	FEET PER MINUTE	LLV	LONG LEG VERTICAL	OZ	OUNCES	SPEC	SPECIFICATION/SPECIFICATIONS/SPECIFIED	WD	WOOD
BLKG	BLOCKING	DET	DETAIL	FL	FLOOR/FLOORS	LONG	LONGITUDINAL	PW	POWDER ACTUATED FASTENER	SQ	SQUARE	WP	WORK POINT
BM	BEAM	DIA	DIAMETER	FLG	FLANGE	LT	LONG POINT	PL	STEEL PLATE, BAR, SHAPE OR SHEET	SS	STAINLESS STEEL	WR	WRIGHT
BO	BOTTOM OF	DIM	DIMENSION	FS	FAR SIDE	M	METRIC MEASURE	PLYWD	PLYWOOD	SSTL	STEEL JOIST MANUFACTURERS ASSOCIATION	WWF	WELDED WIRE FABRIC
BOF	BOTTOM	DN	DOWN	FT	FOOT/FEET	MAS	MASONRY	PERIM	PERIMETER	STD	STANDARD		
BP	BASE PLATE	DO	DITTO (SAME AS ADJACENT)	FTG	FOOTING	MAS	MASONRY	PT	PAIR	STIFF	STIFFENER		
BRG	BEARING	DWG	DRAWING	GA	GAUGE	MATL	MATERIAL	PTN	POUNDS PER SQUARE FOOT	STRUC	STRUCTURE		
BTWN	BETWEEN	EA	EACH	GALV	GALVANIZED	MAX	MAXIMUM	PSI	POUNDS PER SQUARE INCH	T	TENSION		
C	CENTERLINE	EC	EACH CONNECTION	GC	GENERAL CONTRACTOR	MECH	MECHANICAL	PT	PRESSURE TREATED	TAC	TONGUE AND GROOVE		
C	COMPRESSION	EF	EXPANSION JOINT	GR	GRADE	MFR	MANUFACTURER	PTD	PAINTED	TBD	TO BE DETERMINED		

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PROJECT LEAD — DATE

PROJECT DESIGNER — DATE

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BIDDING SCHEDULE

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www.apdarch.com

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Street Address
Section City, Division State, Zip

ALDI Inc. Store #: XX
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Project Town, State, Zip
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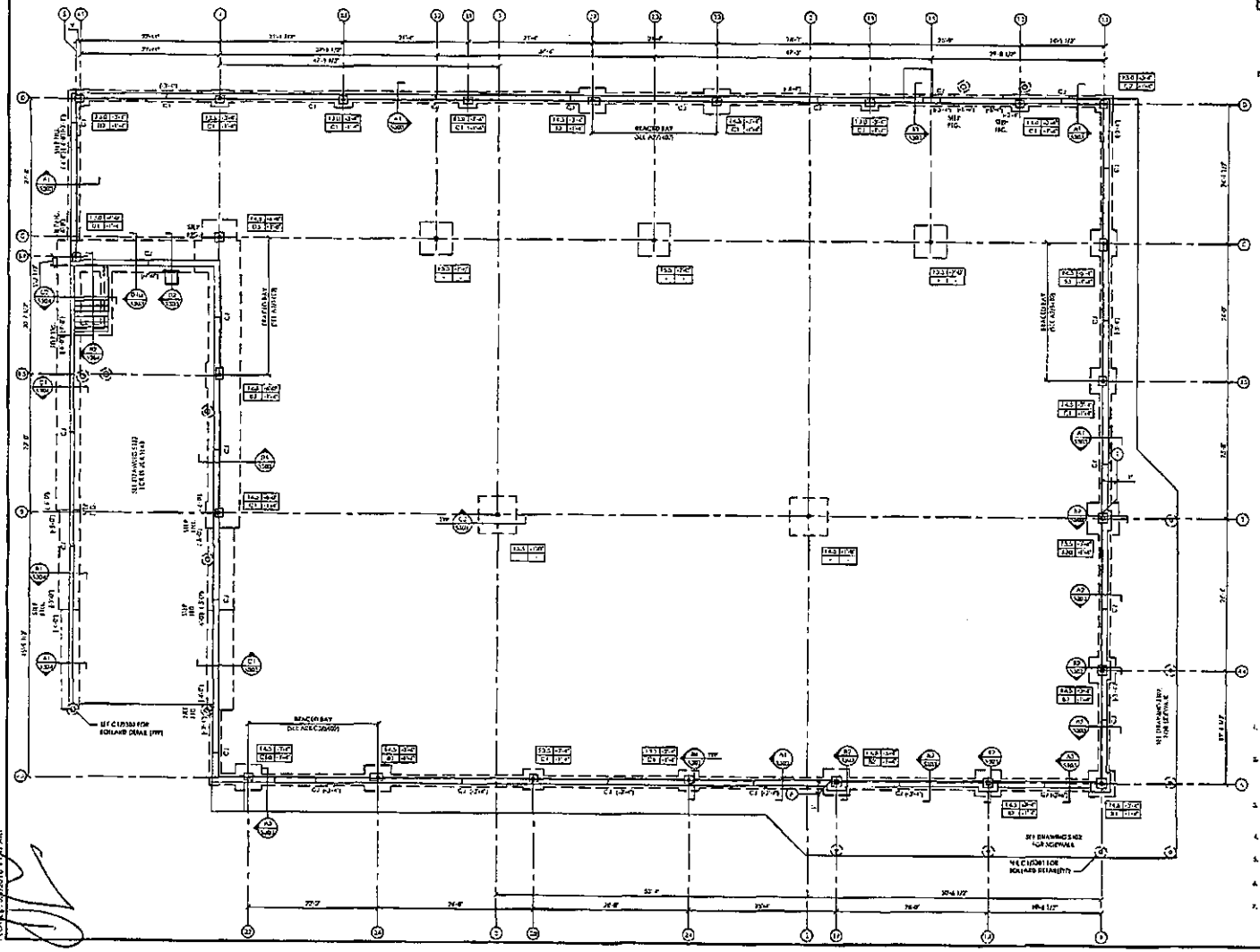
General Structural Notes (GSN)
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
S-001
Drawing No.

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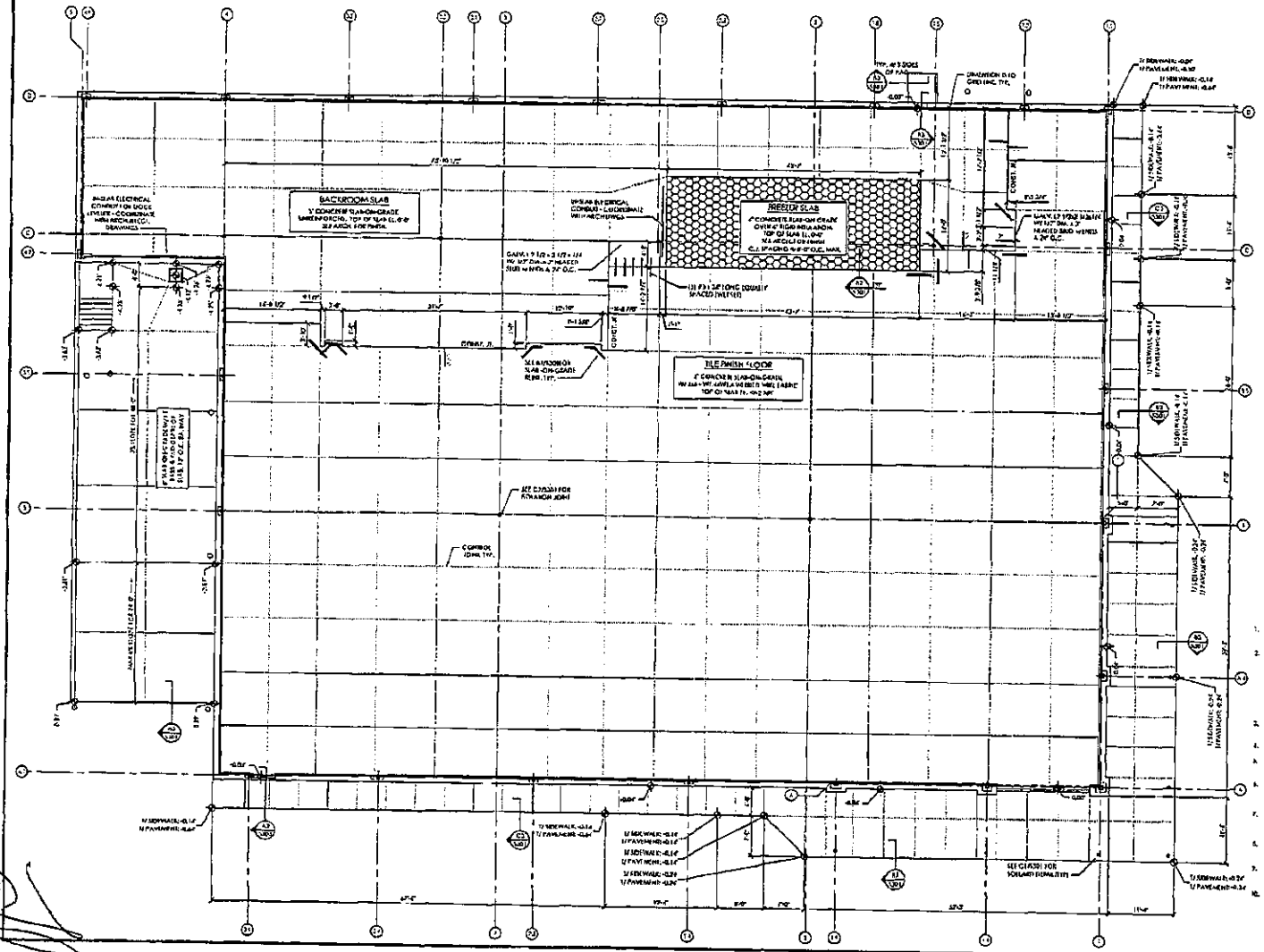
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Project Town, State, Zip
Project County
Project Name & Location

Foundation Plan

Drawing Name:

Date: Date	Project No.
Type: RHSO-V7	Proj. No.
Drawn By: XXX	S-101
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WWW.APDARCH.COM

1. ELEVATIONS ARE REFERENCED FROM FINISHED FLOOR DATUM ELEVATION, SEE GEN.
2. ALL SLAB BASE MATERIAL, THICKNESS AND PREPARATION SHALL BE IN ACCORDANCE WITH SITE GEOTECHNICAL REPORT. CONTRACTOR SHALL IN STRICT ACCORDANCE WITH SITE GEOTECHNICAL RECOMMENDATIONS FOR "HEAVY DUTY" PAVEMENTS. SOIL BEARING FOOTINGS SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL CONSULTANT PRIOR TO PLACING THE CONCRETE.
3. DOWNALL 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) 35 AND LEVELNESS, F(L) 25. 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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Division City, Division State Zip

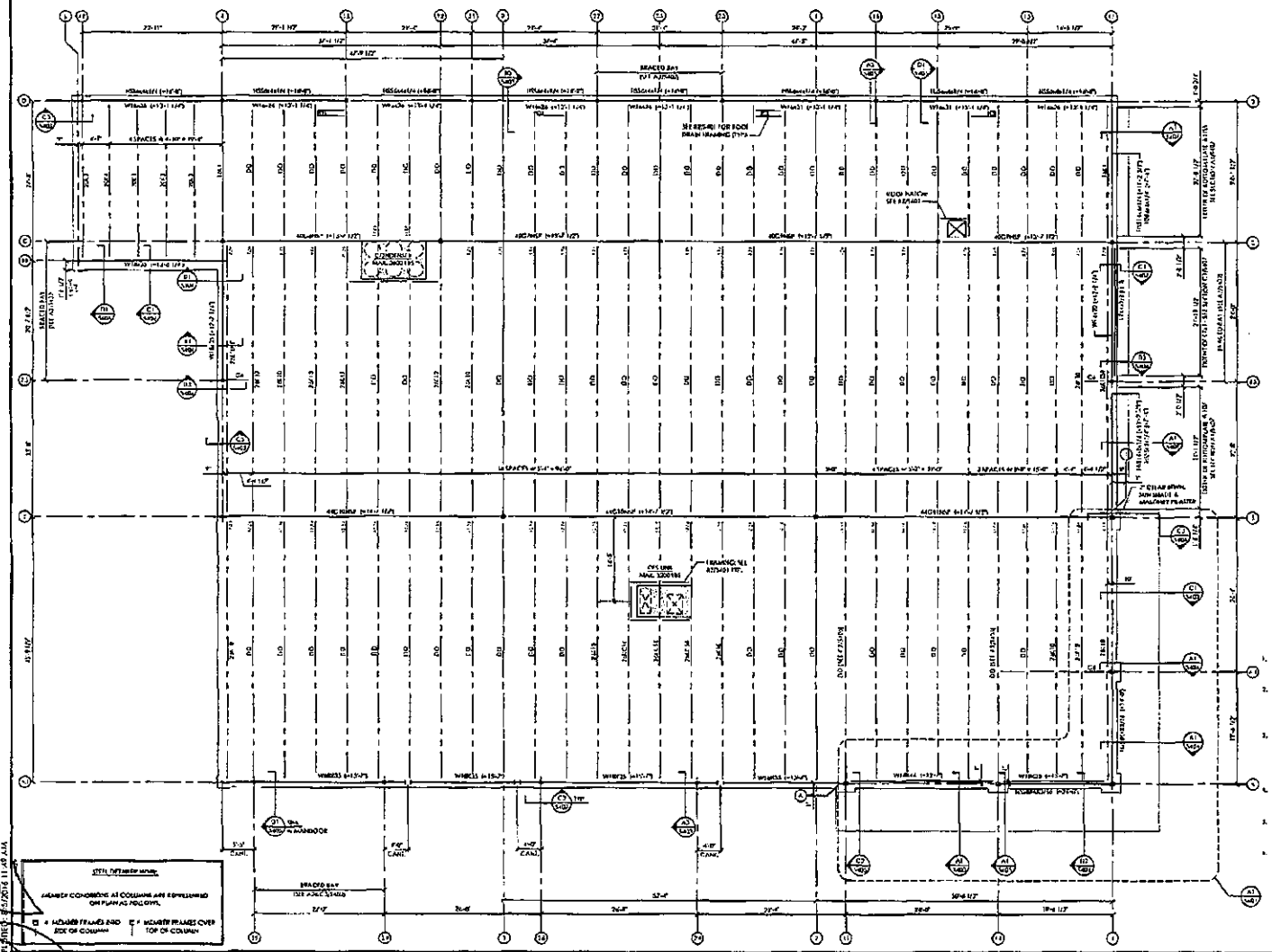
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Slab Plan
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	S-102
Scale: As Noted	Drawing No.

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PROJECT LEAD DATE

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Project County
Project Name & Location

Roof Framing Plan

Drawing Name:

Date: Date

Type: RHSD-V7

Drawn By: XXX

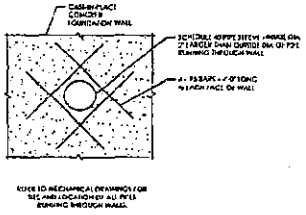
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Project No.
Proj. No.

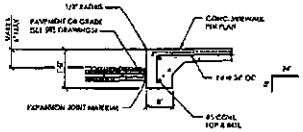
S-111

Drawing No.

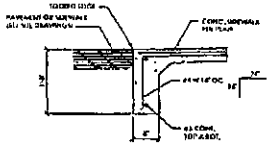
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



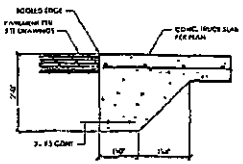
D3 Typical Foundation Wall Reinforcement Detail At Mechanical Penetrations



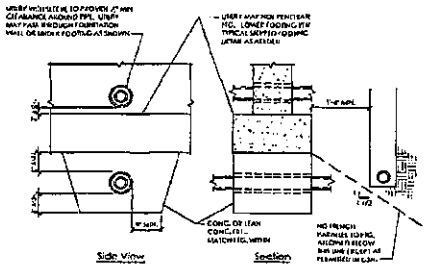
C3 Section



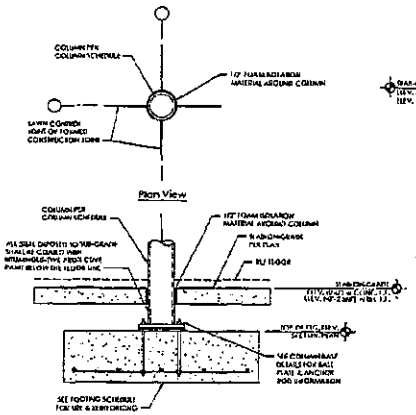
B3 Section



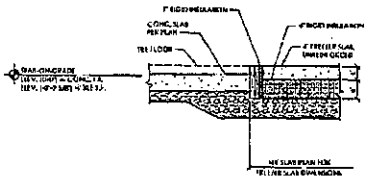
A3 Section



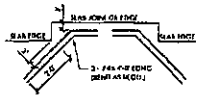
D2 Typical Utility Detail at Continuous Footing



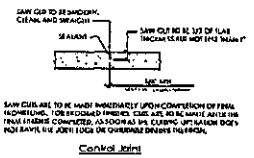
C2 Typical Interior Column Detail



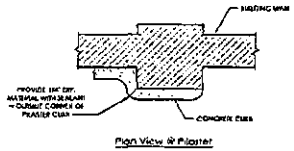
B2 Section @ Freezer Slab



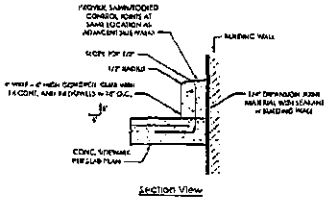
Short Slab Extension



Control Joint

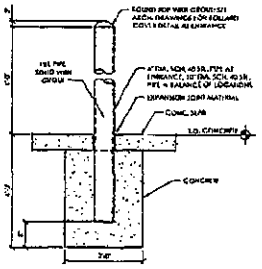


Plan View @ Planter

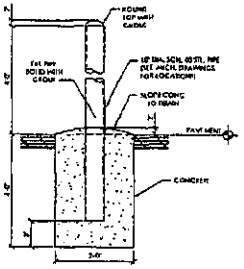


Section View

D1 Typical Concrete Cart Bumper Detail

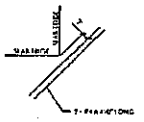


Bollard @ Slab Detail



Bollard @ Pavement Detail

C1 Typical Steel Bollard Detail

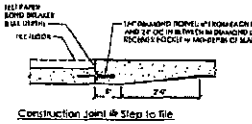


Re-entrant Corner

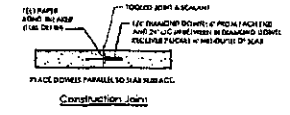


Discontinuous Control Joint

B1 Typical Slab-on-Grade Reinforcement



Construction Joint @ Step to Tie



Construction Joint

A1 Typical Joint Details for Slabs-on-Grade

Issued:	Date:
A Issued for Use/Reference	10/09/15
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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:

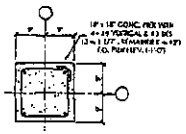
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Date: Date
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Drawn By: XXX
Scale: As Noted

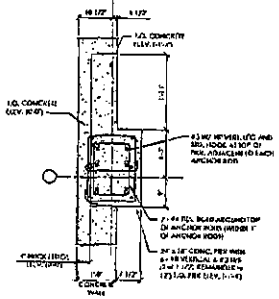
Project No.
Proj. No.
S-301
Drawing No.

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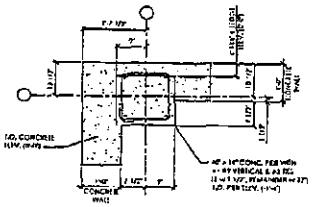
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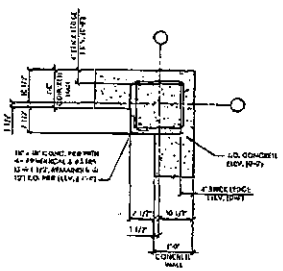
D3 Pier Detail



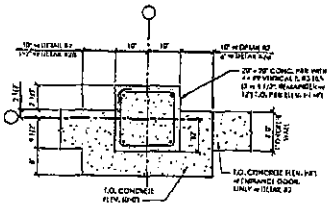
B3 Pier Detail



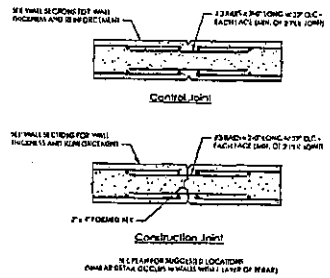
D2 Pier Detail



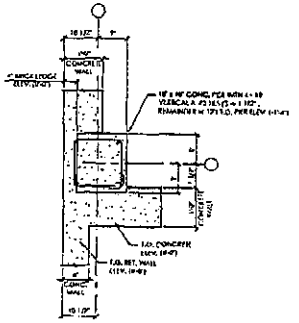
C2 Pier Detail



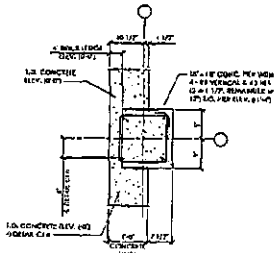
B2 B2a Pier Detail



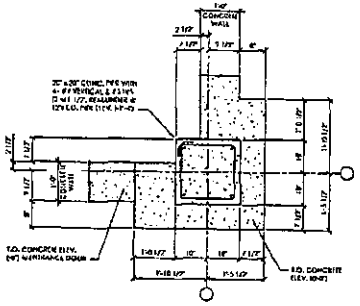
A2 Typical Concrete Wall Joint Detail



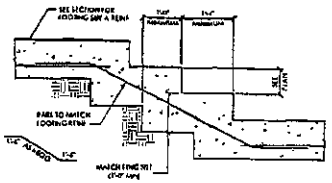
D1 Pier Detail



C1 C1a Pier Detail



B1 Pier Detail



A1 Typical Stepped Footing Detail

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A Issued for Use/Response	10/22/18
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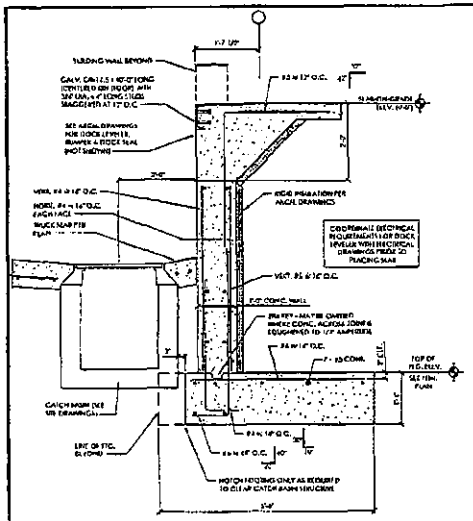
ALDI Inc.

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

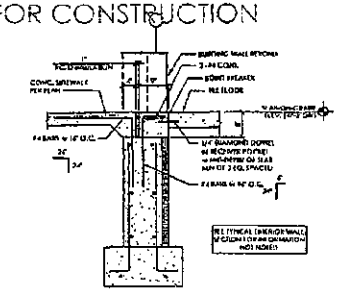
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Drawn By: XXX	S-302
Scale: As Noted	Drawing No.

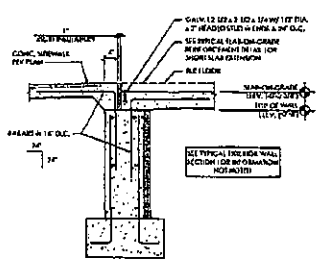
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



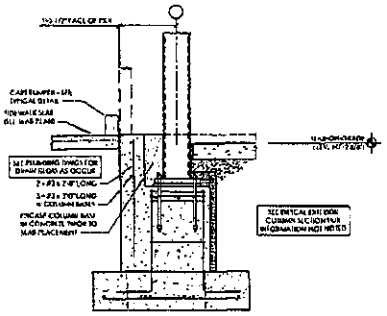
D2 Section



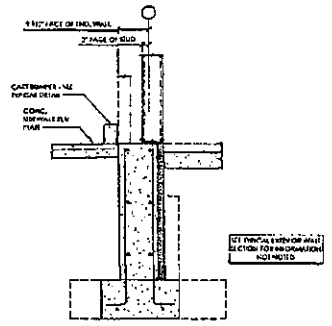
B3 Section



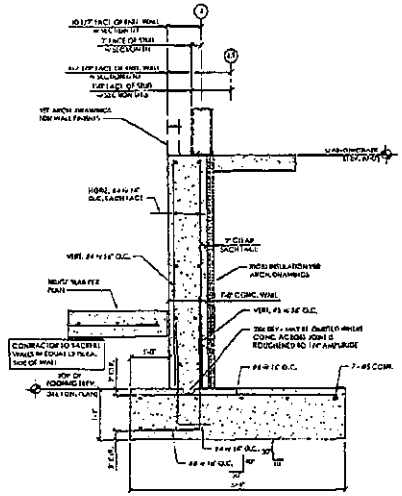
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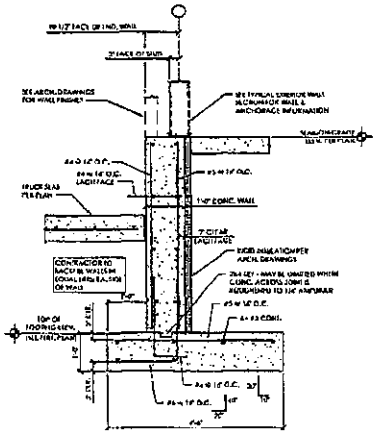
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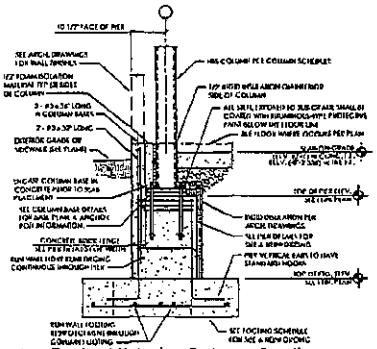
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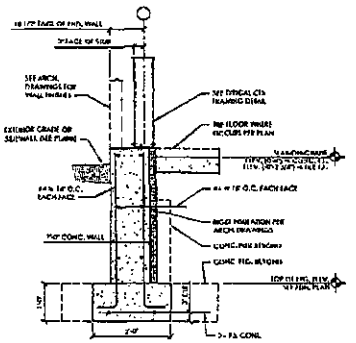
D1 D1c Section



C1 Section



B1 Typical Exterior Column Section



A1 Typical Exterior Wall Section

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Victor, NY 14564

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ALDI Inc. Store #: XX
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Project Town, State, Zip
Project County
Project Name & Location

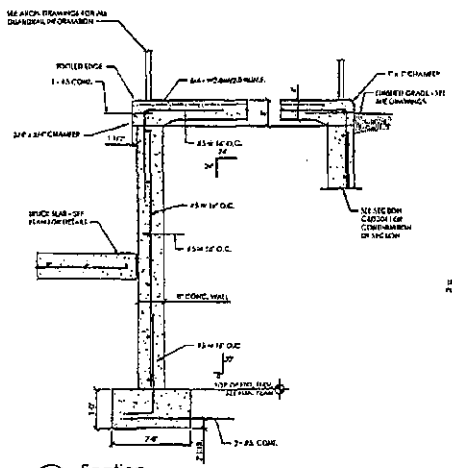
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Drawn By: XXX	S-303
Scale: As Noted	Drawing No.

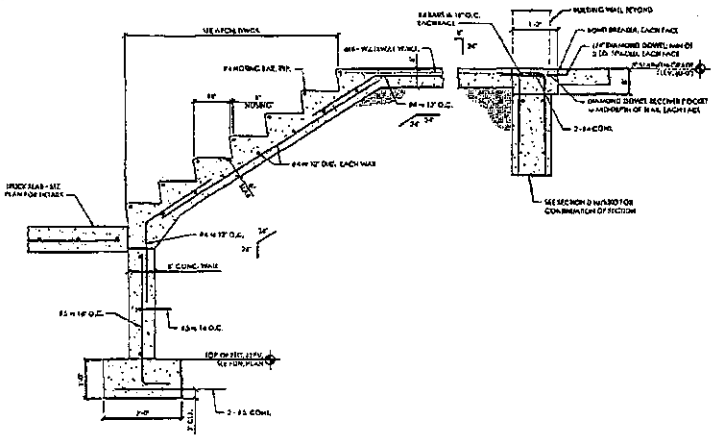
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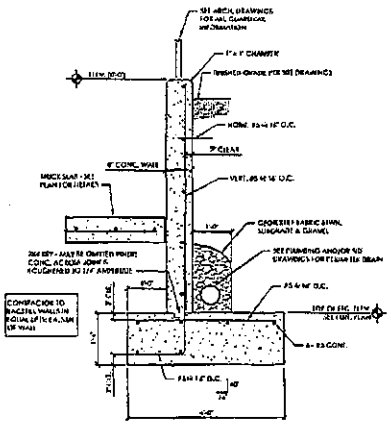
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



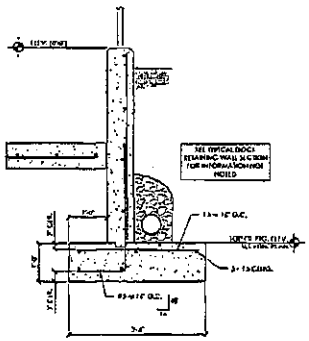
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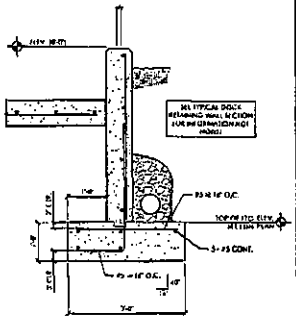
B2 Section



C1 Typical Dock Retaining Wall Section



B1 Section



A1 Section

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Design Address
Shadow City, Dream State, 56

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Foundation Details
Drawing Name:

Date: Date
Project No. Proj. No.
Type: RHSD-V7
Drawn By: XXX
S-304
Scale: As Noted
Drawing No.

PLOTTED: 8/5/2016 8:11:33 AM

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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

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	2	3	4	1.1	4	3	1.3	1.5	2.5	3.3	4	1.1	1.35	1.8	2.3	2.7	3.1	3.5	4	4.9
TOP OF STEEL DATUM ELEVATION (+134'-11")																												
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 A2S462)	3/4" x 12" x 12" (TYPE A)	3/4" x 14" x 14" (TYPE A)	3/4" x 14" x 14" (TYPE A)	PIPE 8 STD	PIPE 8 STD	1" x 14" x 14" (TYPE A)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (SEE A2S462)	3/4" x 12" x 12" (SEE A2S462)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)	PIPE 6 STD	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)	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)	3/4" x 12" x 12" (TYPE A)	3/4" x 12" x 12" (TYPE A)

B1 Typical Column Base Detail

C1 Typical CFS Framing Detail

B1 Typical Top of Parapet Detail

B3 Typical Roof Deck Fastening System

C2 Typical Wood Blocking Attachment Detail

B2 Typical Detail At Roof Openings

A3 Typical Joist Reinforcement Detail

A1 Canopy Framing Plan

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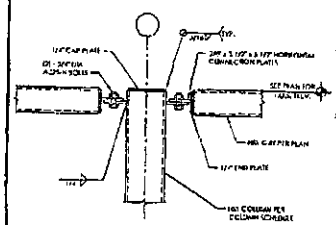
ALDI Inc.
Campus Address
Dream City, Dream State, Zip

ALDI Inc. Store #: XX
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Project Town, State, Zip
Project County
Project Name & Location

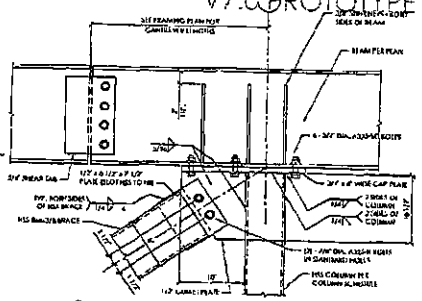
Steel Framing Section & Details
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	S-401
Scale: As Noted	Drawing No.

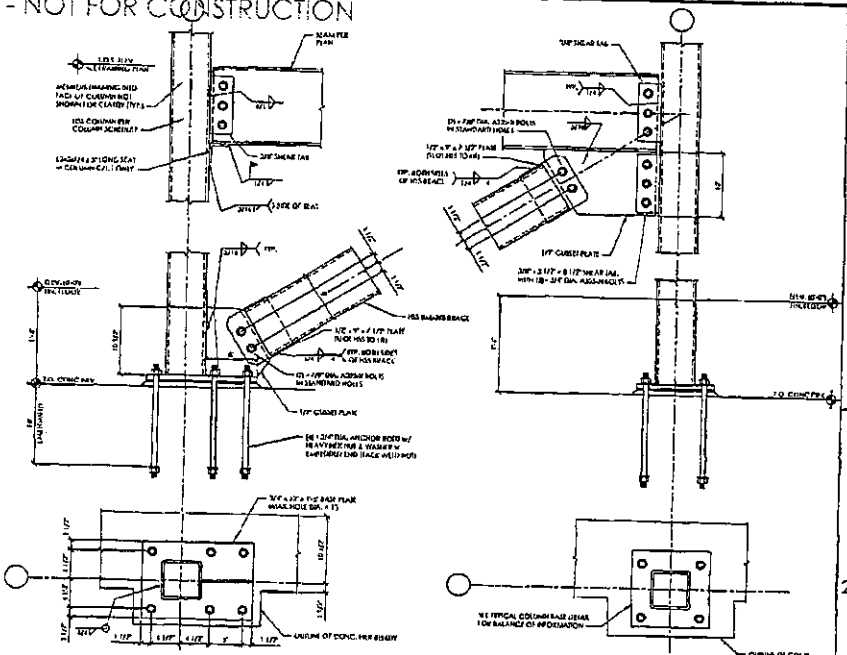
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



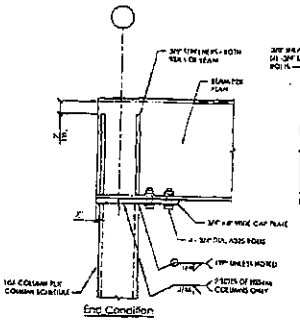
D3 Typical HSS Girt Connection Detail



C3 Braced Bay Roof Beam Cantilever Condition

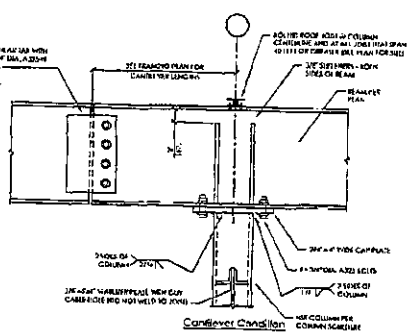


A2 Braced Bay Elevation & Details



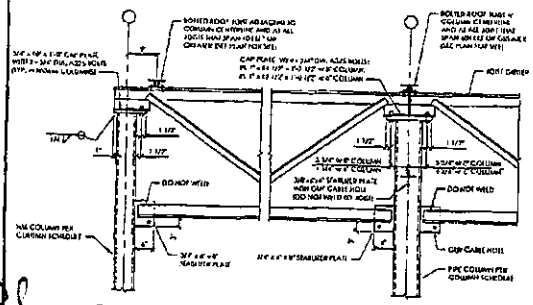
End Condition

D2 Typical Beam-Over-Column Detail

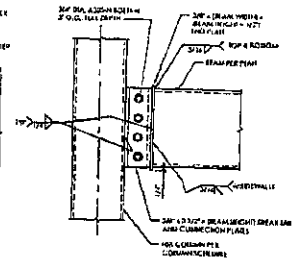


Cantilever Condition

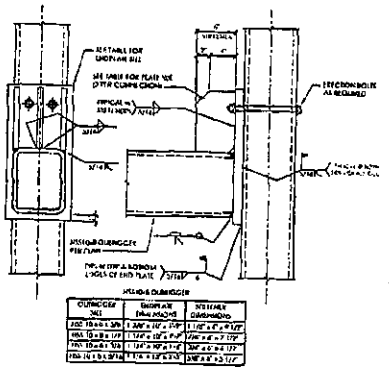
C2 Typical Beam-Over-Column Detail



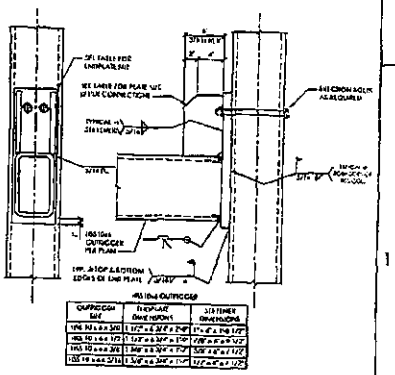
D1 Typical Joist Girder-Over-Column Detail



C1 Typical HSS Header Connection Detail



B1 Connection Detail For HSS 10x8 Canopy Outrigger



A1 Connection Detail For HSS 10x6 Canopy Outrigger

Issued:	Date:
A Issued for Use/Maintenance	10/30/16
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Revisions:	Date:
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Seal Seal

PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT FIELD/OWNER DATE

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Drawing Advisories
DO NOT SCALE PLANS

APD ENGINEERING & ARCHITECTURE, PLLC
635 Pansy Run
Victor, NY 14564
(585) 742-2922

ALDI Inc.
Division of Owners
Corporate City, Oregon State, Zip
(555) 555-5555

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-402
Scale: As Noted	Drawing No.

D C B A

1 2 3

V7 0 PROTOTYPE - NOT FOR CONSTRUCTION

DOOR NO.	DOOR: SIZE WIDTH	HEIGHT	THICK.	MAT.	FIN.	FIRE LABEL	FRAME: ELEV.	MAT.	FIN.	FIRE LABEL	HDWE. GROUP	HEAD	JAMB	SILL	REMARKS	DOOR NO.	ROOM NAME
101A	3'-0"	7'-0"	1 3/4"	ALUM.	-	-	A	ALUM.	-	-	108	-	-	-	FROM THE KITCHEN OFF THIS SHEET	101A	VESTIBULE
101B	3'-0"	7'-0"	1 3/4"	ALUM.	-	-	A	ALUM.	-	-	108	-	-	-	SET SHEET ASSA FOR SHAFT TRAFFIC - INSTALL MASONRY PANEL WHERE SHAFT PARTITIONS TERMINATE. OPTIONAL DETAILS WILL HAVE 1/2" RUN MINERAL FIBER TO COMPLY WITH FIRE RATINGS OF SHAFT WALL	C1A/A501	101B	VESTIBULE
101C	3'-0"	7'-0"	1 3/4"	ALUM.	-	-	-	ALUM.	-	-	108	-	-	-		101C	VESTIBULE
102A	3'-0"	8'-0"	1 1/2"	HC	POLY	-	-	D	ALUM.	1	-	SEE REMARKS	A9A/A01	2/A601	A9A/A01	HARDWARE BY DOOR SUPPLY - FRAME BY O.C.	102A	SALES
102B	6'-0"	7'-0"	1 3/4"	SS	ALUM.	1/2	-	C	ALUM.	1/2	-	108	17A/A08	29A/A01	2/A601	THRU-LITE TO LIGHT - MOUNT CLOSER W/ ARM PERPENDICULAR TO DOOR TO ALLOW SPACE FOR DELIVERY ECHOES SHELF AT OWNER'S VENDOR TO BE INSTALLED	102B	SALES
103	3'-0"	7'-0"	1 3/4"	AA	ALUM.	-	-	A	ALUM.	1	-	208	49A/A04	2/A601	-		103	WOMEN'S
104	3'-0"	7'-0"	1 3/4"	AA	ALUM.	-	-	A	ALUM.	1	-	208	49A/A01	2/A601	-		104	MEN'S
105	3'-0"	7'-0"	1 3/4"	AA	ALUM.	-	-	A	ALUM.	1	-	208	49A/A01	2/A601	-		105	ADMIN. OFFICE
106A	3'-0"	7'-0"	1 3/4"	AA	ALUM.	1/2	-	B	ALUM.	1/2	-	208	17A/A01	29A/A01	2/A601	DOOR TO BE SECURITY GRILLE W/ LOCK AT OWNER VENDOR TO BE INSTALLED	106A	BACK ROOM
106B	6'-0"	8'-0"	-	SS	GL	3/4"	-	-	-	-	302	-	SEE REMARKS	49A/A04	10/A601	HARDWARE: INTERIOR SLIDER	106B	BACK ROOM
106C	3'-0"	7'-0"	1 3/4"	AA	ALUM.	1/2	-	B	ALUM.	1/2	-	302	17A/A01	29A/A01	2/A601	INSULATED DOOR - PROVIDE CLOSER W/ ARM PERPENDICULAR TO DOOR TO ALLOW SPACE FOR DELIVERY ECHOES SHELF BY OWNER VENDOR TO BE INSTALLED	106C	BACK ROOM
106D	3'-0"	7'-0"	1 3/4"	AA	ALUM.	1	-	A	ALUM.	1	-	302	49A/A01	2/A601	-		106D	BACK ENTRY

LEGEND	
HM	HOLLOW METAL
ALUM.	ANODIZED ALUMINUM
POLY	POLYURETHANE

KEYNOTES - ARCHITECTURAL (ALL SHEETS)	
1	PAINT - COLOR:
2	FURRING - COLOR:
3	PAINT - COLOR:

DOOR HARDWARE

DOOR HARDWARE SET NO. 108

No.	Item	Description	Manufacturer	Finish
1	HINGES		STANLEY HARDWARE (STH)	US
1	DOOR PULL SET		STANLEY HARDWARE (STH)	US
1	CYLINDER		AS SPECIFIED BY OWNER	AS
1	CLOSER		AS SPECIFIED BY OWNER	AS
1	SWEEP		NEOPRENE	AL
1	DOOR SILL		NEOPRENE	AL

GENERAL HARDWARE SET NO. 200

No.	Item	Description	Manufacturer	Finish
1	HINGES		STANLEY HARDWARE (STH)	US26
1	MORTISE LOCK		SCHLAGE (SCH)	US26
1	CYLINDER W/ HOUSE CORE		SCHLAGE (SCH)	US26
1	WALL STOP		IVES (IVE)	US26
1	KEY & INSTRUCTION ITEMS		OWNER	AS

DOOR HARDWARE SET NO. 400

No.	Item	Description	Manufacturer	Finish
1	HINGES		STANLEY HARDWARE (STH)	US26
1	STOREFRONT DEVICE		SCHLAGE (SCH)	US26
1	CYLINDER		SCHLAGE (SCH)	US26
1	WALL STOP		IVES (IVE)	US26
1	THRESHOLD SEAL		NEOPRENE	AL
1	KEY & INSTRUCTION ITEMS		OWNER	AS

DOOR HARDWARE (CONT.)

ACCESS HARDWARE SET NO. 500

No.	Item	Description	Manufacturer	Finish
1	HINGES		STANLEY HARDWARE (STH)	US
1	PANIC HARDWARE		NATIONAL GUARD (NGP)	AL
1	PANIC HARDWARE		NATIONAL GUARD (NGP)	AL
1	CYLINDER		PER OWNER SPEC	AS
1	DOOR SWEEP		NATIONAL GUARD (NGP)	AL
1	DOOR SWEEP		NATIONAL GUARD (NGP)	AL
1	WEATHERSTRIPPING		NATIONAL GUARD (NGP)	AL
1	DOOR SWEEP		NATIONAL GUARD (NGP)	AL

DOOR HARDWARE SET NO. 600

No.	Item	Description	Manufacturer	Finish
1	HINGES		STANLEY HARDWARE (STH)	US
1	PANIC HARDWARE		NATIONAL GUARD (NGP)	AL
1	PANIC HARDWARE		NATIONAL GUARD (NGP)	AL
1	CYLINDER		PER OWNER SPEC	AS
1	DOOR SWEEP		NATIONAL GUARD (NGP)	AL
1	WEATHERSTRIPPING		NATIONAL GUARD (NGP)	AL
1	DOOR SWEEP		NATIONAL GUARD (NGP)	AL

ALDI DOOR SYSTEM FURNISHED & INSTALLED BY ALDI DOOR SUPPLIER. COORDINATE WITH OWNER'S SHUTTER SUPPLIER. VERIFY ALL O.D. 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"

Issued:	Date:
A Issued for Use/Permitting	12/09/16
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Revisions:	Date:
1	
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Seal
PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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APD ENGINEERING & ARCHITECTURE, PLLC
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585.924.4934 fax

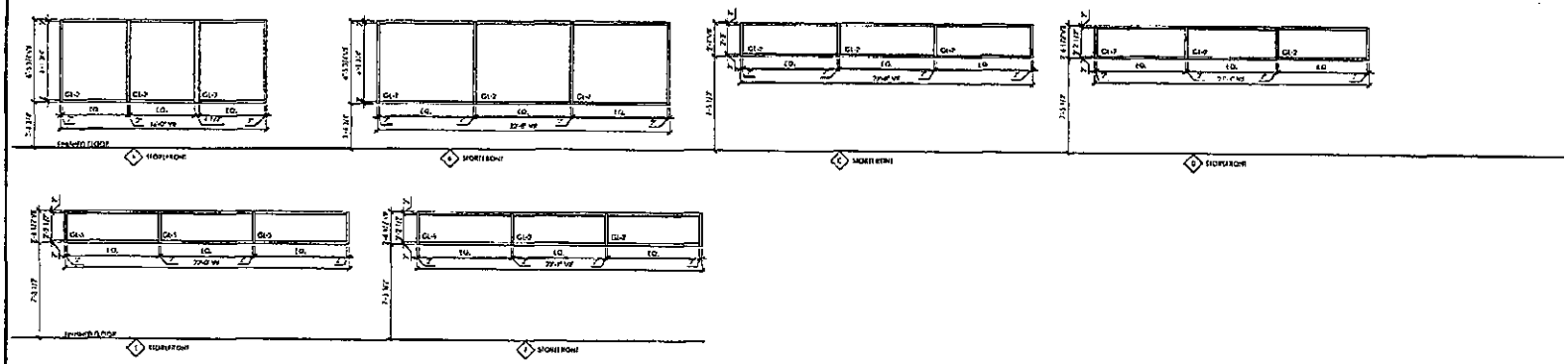
ALDI Inc.
Division Address
Batavia City, Design State, Zip
Telephone
Fax

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

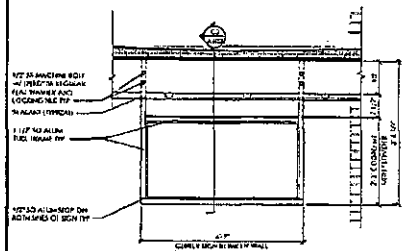
Door Schedules & Details
Drawing Name:

Date: Date
Type: RMSD-V7
Project No. Proj. No.
Drawn By: XXX
A-601
Scale: As Noted
Drawing No.

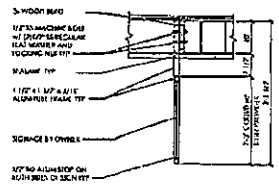
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



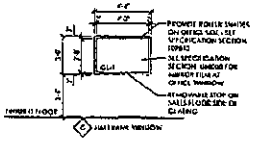
D3 Window Types



D2 Quarter Cart Sign Frame

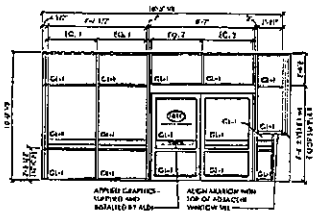


C2 Quarter Cart Sign Frame

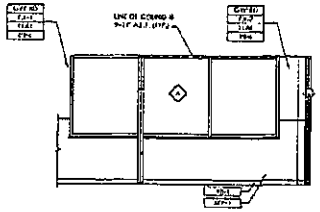


B2 Office

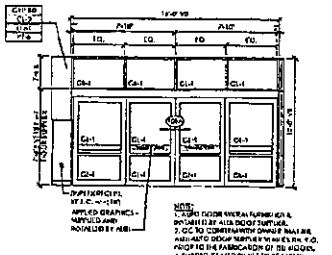
MARK KEY	DET DESCRIPTION	DESCRIPTION - CUSTOM	REMARKS
GL-1	FULLY TEMPERED LOW-E GLASS	CLEAR	SEE PROJECT MANUAL - SECTION 088000
GL-2	LOW-E INSULATING GLASS	CLEAR	SEE PROJECT MANUAL - SECTION 088000
GL-4	SECOND-SURFACE SPANDREL GLASS	CLEAR TO MATCH GL-1 AND GL-2	SEE PROJECT MANUAL - SECTION 088000



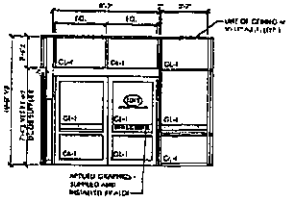
E1 Vestibule



C1 Vestibule



B1 Vestibule



A1 Vestibule

Issued	Date:
A Issued for Use/Reference	05/05/16
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D	
E	

Revisions:	Date:
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PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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Drawing Alteration

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APD ENGINEERING & ARCHITECTURE, PLLC
615 Panen Run
Victor, NY 14564

ALDI Inc.

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Window Elevations & Details
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-602
Scale: As Noted	Drawing No.

ROUND 2 PERMIT SET 2016

NOT FOR CONSTRUCTION

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR	BASE	CEILING	HT.	NORTH WALL		EAST WALL		SOUTH WALL		WEST WALL		CEILING		REMARKS	
						LOWER	UPPER	LOWER	UPPER	LOWER	UPPER	LOWER	UPPER	MAT'L	FIN.	HGT.	
101	VESTIBULE	PORC-1	CB-2	VB-1	12'-0"												101
102	SALES	PORC-1	CB-2	VB-1	12'-0" & VARIES		30"	GYP BD	GYP BD	ALUCL GYP BD	GYP BD	ALUCL GYP BD	GYP BD	SAPC	-	VARIES	102
103	WOMENS	PORC-1	CB-2	VB-1	8'-0" MUL. w	X		3-WGB-1	GYP BD	3-WGB-1	GYP BD	3-WGB-1	GYP BD	SAPC	-	9'-6"	103
104	MENS	PORC-1	CB-2	VB-1	12'-0"	X	30"	4-WGB-1	GYP BD	4-WGB-1	GYP BD	4-WGB-1	GYP BD	SAPC	-	9'-6"	104
105	MENS	PORC-1	CB-2	VB-1	8'-0" MUL. w	X		5-WGB-1	GYP BD	5-WGB-1	GYP BD	5-WGB-1	GYP BD	SAPC	-	9'-6"	105
106	BREAKROOM	PORC-1	CB-2	VB-1	12'-0"	X		GYP BD		GYP BD		GYP BD		SAPC	-	10'-0"	106
107	OFFICE	PORC-1	CB-2	VB-1	12'-0" & VARIES	X		GYP BD		GYP BD		GYP BD		SAPC	-	10'-0"	107
108	SALES AREA	CONC	-	CT-1	12'-0"			FURR	GYP BD	FURR	GYP BD	FURR	GYP BD	ESP-1	-	VARIES	TRP NO NOTCHOUT WHERE MEASH SHELF ABOVE, MOP SINK
109	BACKROOM	CONC	-	CT-1	12'-0"			FURR	GYP BD	FURR	GYP BD	FURR	GYP BD	ESP-1	-	VARIES	SEE SHELVING ELEVATIONS FOR FURR SYSTEMS AND COLORS

FINISH NOTES:

1. SEE ARCHITECTURAL CEILING PLAN FOR ALL CEILINGS AND SOFFITS.
2. REFER TO APPENDIX 'A' FOR REFLECTANCE VALUES FOR PAINT AND FINISHES BY MANUFACTURER.
3. PAINT TO MATCH ADJACENT SURFACE UNLESS NOTED OTHERWISE.
4. PAINT ALL EXPOSED PIPING, DUCTWORK, CONDUIT, ETC. UNLESS NOTED OTHERWISE.
5. SEE SPECIFICATION SECTION 09900 FOR PAINTING SYSTEMS.
6. PAINT ALL INTERIOR WOOD DOORS AND FRAMES TO MATCH ADJACENT WALL FINISH.
7. SEE SPECIFICATION SECTION 09900 FOR PAINTING SYSTEMS.

GYP BD CORNERS

A	METAL CORNER BEAD AT ALL EXPOSED GYP BD CORNERS, TYP.
B	CONTROL JOINT AT ALL CORNERS OVER 30' LONG
C	CONTROL JOINT AT ALL CORNERS OVER 30' LONG

GYP BD HEADS

1	AT INTERIOR PARTITIONS, RUN WALL FRAMING AND GYP BD TO BOTTOM OF ROOF DECK.
2	AT EXTERIOR WALLS RUN GYP BD TO U.O.N. ABOVE.
3	SEE SPECIFICATION SECTION 09900 FOR INSTALLATION REQUIREMENTS.

SOUND ATTENUATION BATTS

1	PROVIDE SOUND BATTS FOR ALL WALLS AND FLOOR/CEILING ASSEMBLIES AS INDICATED ABOVE
1	PROVIDE SOUND BATTS FOR ALL WALLS AND FLOOR/CEILING ASSEMBLIES AS INDICATED ABOVE

ROOFING SCHEDULE

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARKS
RM-1	MEMBRANE			
RM-2	MEMBRANE	BY CONTRACTOR		
RM-3	MEMBRANE	BY CONTRACTOR		
RM-4	MEMBRANE	BY CONTRACTOR		

EQUIPMENT AND ACCESSORY SCHEDULE

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARKS
ACW	TOILET ROOM ACC.	BY CONTRACTOR		SEE PROJECT MANUAL - SECTION 103800
HUMAN MANIKIN MKR	HUMAN MANIKIN MARKER	BRADY		SEE PROJECT MANUAL - APPENDIX 'B'
RF-1	RAIN RECEPTACLE	RAINWATER PIPE	MODEL # RP65R-MDR - FACTORY FINISH	FOR SHOPPING CENTER ONLY: ANY APPLICATION OF RAIN RECEPTACLE VIA PHONE (800-230-3796 x116 OR EMAIL)

MISCELLANEOUS MATERIAL SCHEDULE

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARKS
ALM-1	ALUMINUM & GLASS STOREFRONT	BY CONTRACTOR	CLEAR ANODIZED	SEE ELEVATIONS FOR GLAZING TYPES
CEMC	CEMENTITIOUS SIDING	BY CONTRACTOR		SEE PROJECT MANUAL - SECTION 042300
DR	3 PIECE OVERHEAD DOOR	BY CONTRACTOR	PER ELEVATIONS	SEE DOOR SCHEDULE
LAM-1	LAMINATED STRUCTURE	BY CONTRACTOR	PER PLAN	BACK WOOD WAVE CEILINGS
PNT	PAINT (REFERENCED ELSEWHERE)	BY CONTRACTOR	PT-1 SEE SCHEDULE	SEE PROJECT MANUAL - SECTION 09900
GR-1	GROUT	CUSTOM COLORING TECHNOLOGIES	#163 DESERT SAND	GROUT FOR TILE
GR-2	GROUT	TEC	POWER GROUT #561 BEIGE	GROUT FOR PORC-1 PROVIDED BY OWNER
GR-3	GROUT	MAPEI	#100 WHITE	GROUT FOR T-1
GYP-BD	GYPSUM WALL BOARD	BY CONTRACTOR		SEE PROJECT MANUAL - SECTION 092900
LPM-1	LAMINATED PLASTIC BOARD - MILLWORK	FORMICA	#180-38 PEACH MOUSSE	COORDINATE w/ MILLWORK VENDOR, REFER TO APPENDIX A
LPM-2	LAMINATED PLASTIC BOARD - MILLWORK COUNTER	FORMICA	#180-58 CHESAPEAKE WOODGRAIN	COORDINATE w/ MILLWORK VENDOR, REFER TO APPENDIX A
LPM-3	LAMINATED PLASTIC BOARD - COUNTERTOPS & WINDOWSILLS	FORMICA	#3260-58 OTTER	COORDINATE w/ MILLWORK VENDOR, REFER TO APPENDIX A
LPM-4	LAMINATED PLASTIC BOARD - MILLWORK	FORMICA	3446-58 CEARSTONE	COORDINATE w/ MILLWORK VENDOR, REFER TO APPENDIX A
LPM-5	LAMINATED PLASTIC BOARD - MILLWORK	FORMICA	#2270-58 TUNNEL	COORDINATE w/ MILLWORK VENDOR, REFER TO APPENDIX A
PNT-01	PT-1 FINISH - PAINTED	BY CONTRACTOR	PT-1 / COLOR SELECTION	BACK ROOM - SEE PROJECT MANUAL - SECTION 09 900 (TWO VARIANTS)
PORC-1	PORCELAIN TILE - FACE SET	ARIZTILE	TILE IS 6"x24" W. 12"x12" RUNNING BOND W/ GROUTED JOINTS RUNNING IN THE SHORT DIMENSION OF THE SALES FLOOR	PORCELAIN TILE - SEE PROJECT MANUAL - SECTION 093000
SAFE	SAFE (WITH ACCESSORY PANEL) (BY OWNER)	BY CONTRACTOR	PT-1	SEE PROJECT MANUAL - SECTION 081113
VCT	VCT - NOT USED			
SH-2	SHOWER STALL	SCHLUTER	PORCELAIN TILE ACCENTS AS SELECTED BY OWNER	WALL TILE EDGE
T-1	NOT USED			
T-2	PORCELAIN TILE	DAL-TILE	CUT FORMS - PRODUCT #: 12X12 BIOGRAPHICAL OVEN MAGIC / RUNNING BOND PATTERN	BASE TILE TO BE 4" HIGH w/ COVE TILE CAP/TILE
T-3	NOT USED			
T-4	CLAY TILE	DAL-TILE	WITH NATURAL SQUARE - WHITE BLEND 3 X 6 BIOGRAPHICAL OVEN MAGIC / RUNNING BOND PATTERN	SHOWER FLOOR TO BE 4" HIGH w/ COVE TILE CAP/TILE
T-5	PORCELAIN TILE	DAL-TILE	CUT FORMS - MODULE 6"x6" 8"x8" TILE WITH 2" MIN. HORIZONTAL ORIENTATION / RUNNING BOND PATTERN	BRAND TO BE CHOSEN BY OWNER / CONTRACTOR
T-6	PORCELAIN TILE	DAL-TILE	CUT FORMS - MOUNTAIN CREEK STONE	MOUNTAIN CREEK TILE COLOR TBD
VCT	VINYL TILE	MOHAWK	SOLACE 2M 00104	SEE SPECIFICATIONS - SECTION 096500
WP-1	WOOD PANEL	ARCHITECTURAL	PREFINISHED PLYWOOD PANELS - WHITE OAK	TOP TRANSITION TO CEILING CAN BE CHOSEN, CONTACT RACHEL COOPER OR ANITA RIVERA WITH ANY QUESTIONS OR CONCERNS REGARDING THE COLOR AND CUT OF WOOD PANELS

WALL AND SURFACE PROTECTION SCHEDULE

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARKS
HD	BUMPER GUARD	IMPACT	STAINLESS STEEL	SEE PROJECT MANUAL - SECTION 101100
BR	BUMPER RAIL	IMPACT	CLEAR ANODIZED ALUMINUM	SEE PROJECT MANUAL - SECTION 101100
BR-C	BUMPER RAIL	IMPACT	CLEAR ANODIZED ALUMINUM	SEE PROJECT MANUAL - SECTION 101100
CG-A	CORNER GUARD		CLEAR ANODIZED ALUMINUM	SEE PROJECT MANUAL - SECTION 101100
CG-SS	CORNER GUARD	BY CONTRACTOR	SS-6 - PT-3 / CHECK SAMPLES	SEE PROJECT MANUAL - SECTION 101100
CPB	CONC. PAINT BUMPER	BY CONTRACTOR	PT-3 / CHECK SAMPLES FOR COLOR SELECTION	WE DRAW THE LINE FOR CPB AT WALL
CPB	CONC. PAINT BUMPER	BY CONTRACTOR	PT-3 / CHECK SAMPLES FOR COLOR SELECTION	WE DRAW THE LINE FOR CPB AT WALL
CRWL	CART RAIL	BY CONTRACTOR	GALVANIZED	SEE PROJECT MANUAL - SECTION 101100
EP	KICK PLATE	BY CONTRACTOR	STAINLESS STEEL	SEE PROJECT MANUAL - SECTION 101100
SSW	STAINLESS STEEL WRAP AT DOOR	BY CONTRACTOR	STAINLESS STEEL	
SVB	VINYL CUT BUMPER MOUNTED	BY CONTRACTOR	PT-3 / SELECT FROM SAMPLES	SEE PROJECT MANUAL - SECTION 101100

CO-A SCHEDULE (BACK)

TYPE	SIZE	REMARKS
WIRE 1 CHANNEL	1" H x 1" W x 8'-0" LENGTHS	MOUNT AT EYE ONLY
OUTSIDE CORNER	2" H x 2" W x 8'-0" LENGTHS	MOUNT AT EYE ONLY
3 CHANNEL	3/4" x 3/4" LENGTHS	3 CHANNEL WIRE MOUNTED AT 16" ON CENTER. MOUNT THE CENTER CLIP IS ON THE BACK SIDE OF SPLINTER.
ANGLE	1/2" x 1 1/2" x 48" LENGTHS	ANGLE TO BE INSTALLED ABOVE CEILING AND BEHIND FASCIA

GYPSUM WALL BOARD SCHEDULE (BACK)

HEIGHT OF STUD	GAUGE	SPACING (IN. O.C.)
12'-0"	20	16
12'-1" - 20'-0"	18	16
20'-0"	16	16

NOTES

MAX DEFLECTION CRITERIA: L/240

STRUCTURAL DRAWINGS & DETAILS OF STEEL STUD GAUGE WITH DRAWING REFERENCE, IF NOT SHOWN.

THE TABLE IS FOR GENERAL INTERIOR WALL USE. ANY PARTY FORMER STAIR TYPES SHOULD REFER TO THE TABLE AND/OR STUD DESIGN FOR SELECTED AND SPACING.

PAINT COLOR SCHEDULE

MAT. KEY	KEY DESCRIPTION	MANUFACTURER	DESCRIPTION - COLOR	REMARKS
CL-1	PAINT COLOR	SHERWIN WILLIAMS	PAINT TO FIT THE TILE	
CL-2	PAINT COLOR	SHERWIN WILLIAMS	PAINT POPULAR GRAY	
CL-3	PAINT COLOR	HGR LATEX		
CL-4	PAINT COLOR	SHERWIN WILLIAMS	SAMPLE TO FOLLOW	
CL-5	PAINT COLOR	SHERWIN WILLIAMS	#7016 MINDFUL GRAY	
CL-6	PAINT COLOR	SHERWIN WILLIAMS	#7006 ANIMAL GRAY	
CL-7	PAINT COLOR	SHERWIN WILLIAMS	#7069 IRON ORE	
CL-8	PAINT COLOR	SHERWIN WILLIAMS	#7757 HIGH REFLECTIVE WHITE	
PNT	PAINT FINISH	BY CONTRACTOR		

PAINT COLORS SHALL BE PROVIDED BY MANUFACTURER INDICATED. NO SUBSTITUTIONS WILL BE ACCEPTED FOR COLOR

SEE COLOR SCHEDULE FOR PAINT TYPES PER SPECIFIC SECTION AND LOCATION OF FINISHES AS SPECIFIED.

INTERIOR PAINT SYSTEM SCHEDULE

PT.	SYSTEM	SUBSTRATE	COLOR	REMARKS
PT-1	SEMI-GLOSS ENAMEL	CONCRETE BLOCK	CL-4	EXPOSED CMU IN BACK ROOM WHERE APPLICABLE
PT-2	SEMI-FLAT	EXPOSED STEEL, WOOD, DUCTS, CONDUIT & PIPING	CL-1	WALLS AND CEILING - PAINT ALL STRUCTURE AND ELEMENTS - CLEAN AS REQUIRED PRIOR TO PRIME AND PAINT
PT-3	LATEX SEMI-GLOSS	STEEL & CONC.	CL-5 = DOORS AND FRAMES CONC. PAINT BUMPER - CL-4 = SALES / CL-6 = BACK ROOM - SEE DETAIL 09-601 CL-4 = BACK ROOM	
PT-4	LATEX FLAT	PLASTER/METAL CHASES	CL-7 = SALES CL-4 = BACK ROOM	
PT-5	LATEX EGGSHELL	GYPSUM BOARD	CL-7 = RESTROOM CL-4 = BACKROOM UPPER WALLS	
PT-6	LATEX FLAT	GYPSUM BOARD	CL-1 = SMALL UPPER WALLS CL-2 = SMALL LOWER WALLS AND TOP ED CL-7 = OFFICE AND BREAK ROOM CL-8 = CLOSETS AND BACK ROOM UPPER	
PT-7	LATEX SEMI-GLOSS	PLYWOOD AND TRIM	CL-4	
PT-8	WATER BORNE EPOXY FLOOR PAINT	SEMI	CL-4 = LOADING DOCK	SIDE OF CHANNEL ON DOOR OPENING AND FACE CLOSURE
PT-9	WATER BORNE EPOXY FLOOR PAINT	CONCRETE	CL-4	ORIGINAL FLOOR OF CONCRETE ONLY WHERE REQUIRED BY CONSTRUCTION MANAGER
PT-10	WATER BORNE EPOXY	CONCRETE	CL-1	WALKWAY STRIPING w/ BACK ROOM UP w/ FLAP DOORS, MANAGER'S DESK, AND POWER EQUIPMENT, STRIPING TO BE 4" WIDE w/ 12" W/ACHE IN BETWEEN

EXTERIOR PAINT SYSTEM SCHEDULE

PT.	SYSTEM	SUBSTRATE	COLOR	REMARKS
PT-11	LATEX SATIN	CMU CONCRETE	AS SELECTED BY OWNER	EXPOSED FOUNDATION WALL WHERE NOTED
PT-12	URETHANE ENAMEL	CONCRETE BLOCK	AS SELECTED BY OWNER	DUMPSTER ENCLOSURE, WALLS ONLY AS SHOWN OR REQUIRED BY CONSTRUCTION MANAGER
PT-17	LATEX SATIN	EXTERIOR GYPSUM SOFFIT BOARD	AS SPECIFIED BY OWNER	ONLY WHERE GYPSUM SOFFIT IS REQUIRED BY CONSTRUCTION MANAGER
PT-18	LATEX SATIN	PLYWOOD	AS NOTED OR AS SPECIFIED BY OWNER	DUMPSTER ENCLOSURE DOOR FRAMING WHERE SHOWN OR REQUIRED BY CONSTRUCTION MANAGER
PT-19	LATEX ENAMEL	STEEL	GAS OR AS SPECIFIED BY OWNER	HOLLOW METAL DOOR, GATE FRAMES, CART CORRAL ENCLOSURE, CANOPY AND DOCK LEVELER, MISC. EXPOSED STEEL
PT-20	LATEX OVER ANTI-CORROSIVE PRIMER SYSTEM	STEEL	AS SPECIFIED BY OWNER	EXPOSED CMP

THERMAL INSULATION SCHEDULE

LOCATION	R-VALUE	INSULATION TYPE	DESIGN STANDARD	REMARKS
SHINGLE SLAB	36	TYPE IV EXPANDED POLYSTYRENE BOARD INSULATION		PROVIDE UNDER THICKER SLAB
PERIMETER WALL INSULATION (PERFORMANCE & ASSTRD)	10	EXPANDED POLYSTYRENE FOAM BOARD INSULATION	NORTH STAR FOAM, PLYMAKE	PROVIDE AT FOUNDATION PERIMETER AS SHOWN ON DRAWINGS
CONTINUOUS WALL INSULATION	19.3	POLYISOCYANURATE BOARD INSULATION	DOW THERMAX RAMPART POLYISOCYANURATE INSULATION	PROVIDE AT INTERIOR SIDE FACE OF EXTERIOR PERIMETER WALLS AS SHOWN ON DRAWINGS
CAVITY WALL/BACKBRACING INSULATION	N/A 3.5 INCH	OPEN CELL SPRAY POLYURETHANE FOAM	CERTAINTEED CLASSIC 80-C-10	PROVIDE AT EXTERIOR WALL USES AS SHOWN ON DRAWINGS - THE FOAM, RAMPART OR EQUIV. 1/2" GYP. BD. OR MECHANICAL COATING W/ DRAINAGE MAT SPECIFICATIONS
METAL STUDS & GYP BD PARTITIONS	N/A	SOUND ATTENUATION BLANKETS		PROVIDE PER ROOM FINISH SCHEDULE
CEILING CAVITY SPACES	3.5 INCH	OPEN CELL SPRAY POLYURETHANE FOAM	CERTAINTEED CLASSIC 80-C-10	
ROOF INSULATION	24	POLYISOCYANURATE BOARD INSULATION	CLOSED-CELL FOAM CORE INSULATION CAVITY CLASSIC ECO-SHIELD	CONTRACTOR REQUIRED INSULATION THICKNESS TO OBTAIN DESIGN R-VALUE WITH MANUFACTURER

MISCELLANEOUS

1. MINIMUM R-VALUE SHOWN IS THE OVERALL THERMAL RESISTANCE, REFER TO ARCHITECTURAL

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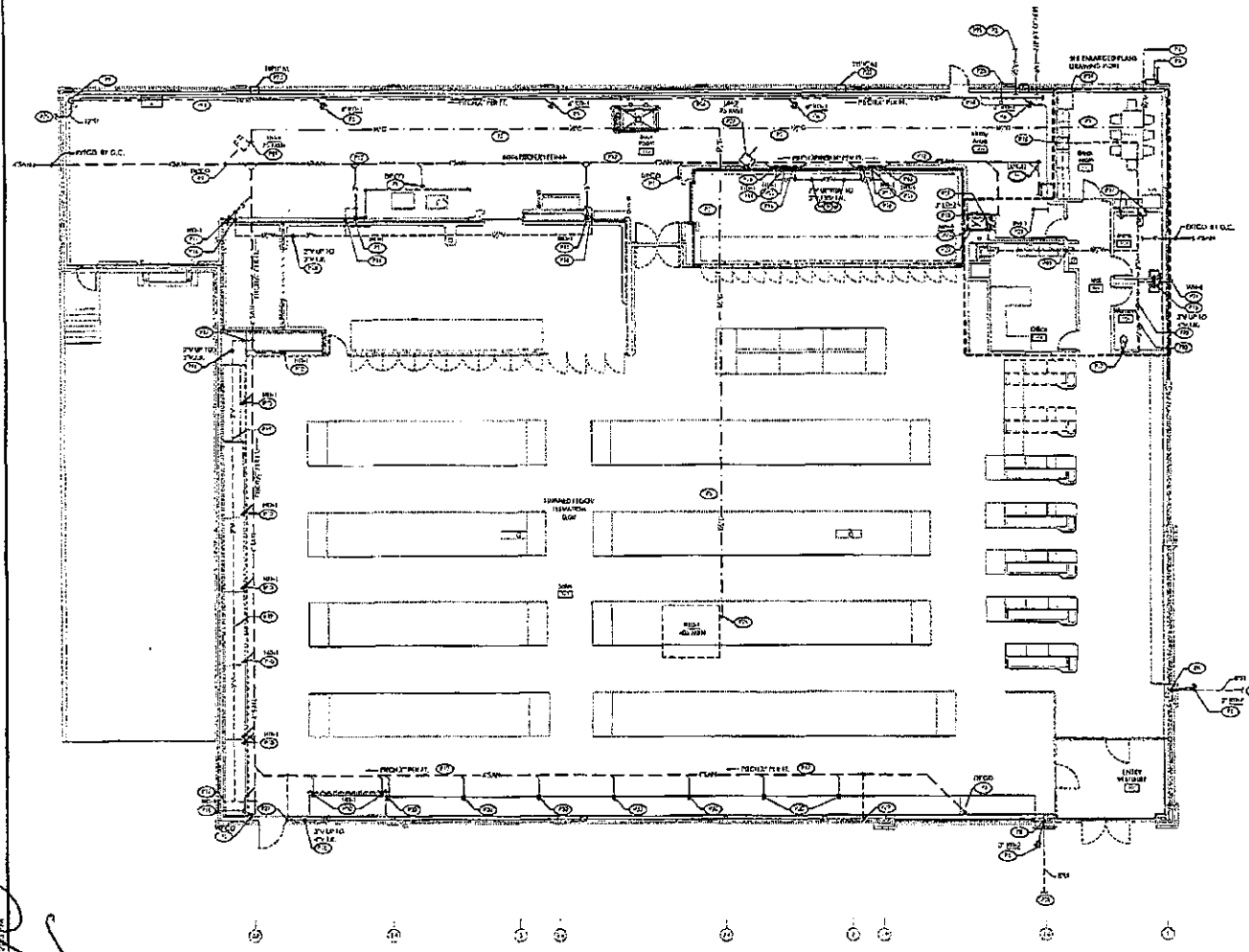
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1 Plumbing Floor Plan

GENERAL PLUMBING NOTES:

1. PRIOR TO BID, P.C. AND G.C. SHALL VERIFY SANITARY SEWER INVERT LOCATION, HOUSING, DEPTHS, RATIOS, SIZES AND TERMINATIONS AS SHOWN ON PLANS. ALL DISCREPANCIES SHALL BE COORDINATED WITH ARE, INC. IN PREPARATIONS AT THIS TIME AND WHERE UNKNOWN, THE FINAL PLUMBING LAYOUTS OF ANY AND ALL DEVIATIONS FROM WHAT IS SHOWN ON PLUMBING AREA WORKS PRIOR TO BID THAT.
2. GAS METER BY UTILITY CO. PROVIDE CONCRETE PAD UNDER METER AS REQUIRED BY GAS UTILITY CO. 325 MIN TOTAL LOAD AND 50% C. MIN. AT GAS METER. PER NFPA 54-2021 OR INTERNATIONAL FUEL GAS CODE, 0.5 INCH W.C. PRESSURE DROP AND 0.6 S.G.
3. MAIN GAS SHUT-OFF VALVE ON VERTICAL CHRISTMAS AND LABELED "MGV" ATT.
4. ROUTE GAS LINE UP ALONG WALL, UNDER ANY OVERHEAD CLEARANCE HEIGHT, AND ABOVE RIGHT TO UNDERSIDE OF JOISTS.
5. ALL GAS PIPING SHALL BE INSPECTED AND TESTED BY AUTHORITIES HAVING JURISDICTIONS OF ANY CONFLICTS WITH GAS CODE SECTION 406.1.
6. ALL WATER PIPING SHALL BE ROUTED AWAY FROM ELECTRICAL EQUIPMENT AND WIRING PER ELECT. ARTICLE 110.26 (A) (1) (b) (2) AND GENERAL PRACTICE OF ROUTING IN CONFORMATION.
7. ALL ELEVATIONS ARE TAKEN FROM FINISHED FLOOR=0'-0"
8. 0'-0" = XXXX'

PLUMBING PLAN KEYNOTES:

P1 PROVIDE DECK PLATE CLEANOUT.

P2 3/4" WATER SERVICE FROM BELOW GRADE. CONNECT TO THE PIPING. SEE 1" MAIN, UTILITY DRAWINGS FOR CONFORMATION AND COORDINATION. SEE P-110 WATER SERVICE DETAIL #1 OF #2.

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 CLEARANCE SHALL BE 12" W.C. MINIMUM MEET PRESSURE REQUIRED AT BUILDING PER G.C. REFER TO DETAIL #1 ON P-301.

P4 PROVIDE STUB FROM GAS METER TO 1'-0" ABOVE GRADE AND BUILDING. SECURE GAS PIPING WITH NO DRINKER MAIL. REFER TO DOMESTIC #1 ON P-301.

P5 PROVIDE CAST IRON, WITH ATTACHED OR STEEL.

P6 PROVIDE FOOT DRAIN.

P7 PROVIDE MOP BASIN WITH FAUCET ON WALL. PROVIDE 3/4" HOT, 3/4" COLD WITH 3/4" DRAIN WITH 3/4".

P8 PROVIDE 3" PVC DOWNSPOUT FROM CANOPY ROOF. BELOW GRADE, PROVIDE WALL CLEANOUT WITH PLASTIC 3" AND WITH ROUND COVER.

P9 PROVIDE WATER HAMMER ARRESTOR WITH CLEANOUT IN FREEZE CLOSET, INSTALL TO A 12"x12" ACCESS HOLE WITH DOOR (SEE AS NOTED), COORDINATE WITH THE CONTRACTOR FOR EXACT LOCATION AND INVERT. MAKE FINAL CONNECTION TO THE PIPING.

P10 PROVIDE 3" HUB DRAIN, NON-FOOT CONDENSATE, COORDINATE WITH MECHANICAL CONTRACTOR, G.C., AND ADJUSTED ELEVATIONS AS NEEDED TO MAKE A CODE COMPLIANT AIR GAP IS MAINTAINED PRIOR TO FOUNDING. REFER TO DETAIL #1 OF #1 AND LOCATION PLAN P-103.

P11 PROVIDE 3" HUB DRAIN, NON-FOOT CONDENSATE CONDENSING, COORDINATE WITH ELECTRICAL CONTRACTOR, G.C., AND ADJUSTED ELEVATIONS AS NEEDED TO MAKE A CODE COMPLIANT AIR GAP IS MAINTAINED PRIOR TO FOUNDING. REFER TO DETAIL #1 OF #1 AND LOCATION PLAN P-103.

P12 PROVIDE SANITARY PIPING BELOW FLOOR.

P13 PROVIDE VENT PIPING ABOVE CEILING.

P14 PROVIDE ROOF STORM DRAINAGE PIPING, WORK AS HIGH AS POSSIBLE, PROVIDE ROOF DRAIN FLASHING.

P15 PROVIDE FLOOR DRAIN/SEDIMENT TRAP FOR CLEAR OF FALLEN DEBRIS.

P16 PROVIDE 3/4" VP.

P17 PROVIDE 3/4" HP.

P18 PROVIDE VENT THROUGH ROOF.

P19 VENT PIPING LOCATION SHOWN FOR CLARITY ONLY. ARRANGE VENT PIPING AS NEEDED TO MAINTAIN MINIMUM VENT LENGTH AND HOLD TIGHT TO WALL AND/OR MULLIONS WHERE POSSIBLE. FROM BACK TO SANITARY TEE, AS REQUIRED, COORDINATE WITH MECHANICAL CONTRACTOR.

P20 SEE DETAIL #1 ON P-301 FOR ENTRY PIPING DETAIL & 3/4" HOT & 3/4" COLD PIPING SCHEMATIC DIAGRAM TO AREA. PROVIDE SHUT OFF VALVES IN EACH LINE.

P21 PROVIDE 3/4" HOSE BIBB WITH VACUUM BREAKER, MOUNT 18" ABOVE FINISHED GRADE. SEE FINISH PLAN FOR EXTERIOR FINISH.

P22 PROVIDE ROOF DRAINS AT A MINIMUM OF DISTANCE OF 4'-0" FROM EACH WALL IN CANOPY.

P23 SCUPPER, BY G.C. UTILIZED AS SECONDARY ROOF DRAINAGE.

P24 REFER TO ENLARGED PLANS FOR DRAINAGE PIPING FOR PIPING WITHIN AREA AND DRAINAGE PLAN FOR ARCHITECTURAL DRAWINGS.

P25 REFER TO SITE UTILITY DRAWINGS FOR CONTINUATION OF PIPING. P.C. SHALL MAKE FINAL CONNECTIONS TO SITE PIPING, COORDINATE WITH SITE WORK CONDITIONS.

P26 PROVIDE GAS PIPING UP THRU ROOF TO FULL PROVIDE WITH PITCH AND FLASHING ROOF VALVE, MAKE FINAL CONNECTION TO UNIT. REFER TO DOMESTIC #1 ON P-301 AND DETAIL #2 ON P-401.

P27 PROVIDE GAS PIPING, 50 MBH HEATER. PROVIDE WITH DIRT LEG AND SCHEDULE 80 SHUT OFF VALVE, MAKE FINAL CONNECTION TO UNIT. REFER TO SCHEDULE #1 ON P-301 AND DETAIL #2 ON P-401.

P28 PROVIDE 4" PIPE THROUGH ROOF FOR FUTURE, CAP AND FLASH. REFER TO P-301 FOR FUTURE CAP SPECIFICATIONS.

P29 REFER TO "MAINTENANCE EQUIPMENT" FOR LOCATION OF HOSE BIBB WITH VACUUM BREAKER. SEE FINISH PLAN FOR EXTERIOR FINISH.

P30 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P31 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P32 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P33 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P34 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P35 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P36 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P37 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P38 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P39 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P40 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P41 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P42 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P43 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P44 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P45 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P46 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P47 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P48 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P49 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

P50 PROVIDE 1/2" HOSE BIBB WITH VACUUM BREAKER AT LOCATION SHOWN, BIBB WITH VACUUM BREAKER, SEE FINISH PLAN FOR EXTERIOR FINISH.

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Batavia, Illinois

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Project Town, State, Zip
Project County
Project Name & Location

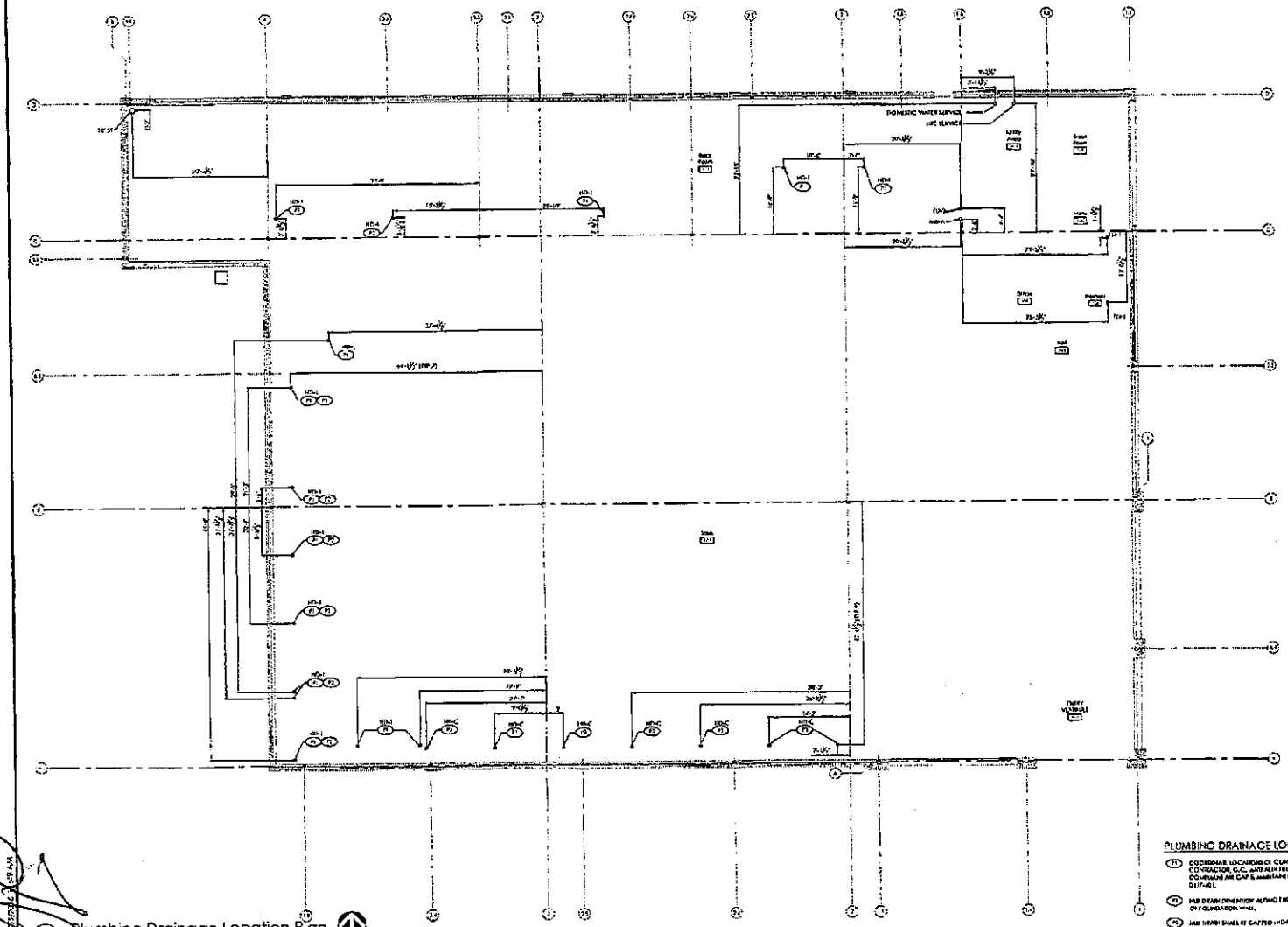
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Proj. No.

P-101
Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



Plumbing Drainage Location Plan

PLUMBING DRAINAGE LOCATION PLAN KEYNOTES:

P1 COORDINATE LOCATIONS OF CONDENSATE DRAINS WITH REFRIGERATION CONTRACTOR. G.C. AND ALL TRADES RESPONSIBLE SUCH THAT A CODE COMPLIANT AIR GAP & MINIMUM 6" TRAP TO BUILDING SEWER IS TO BE DONE BY OTHERS.

P2 HUB DRAIN DIMENSION ALONG EXTERIOR WALL SHALL BE FROM INTERIOR FACE OF FOUNDATION WALL.

P3 HUB DRAIN SHALL BE CAPPED (HDC) FOR FUTURE USE.

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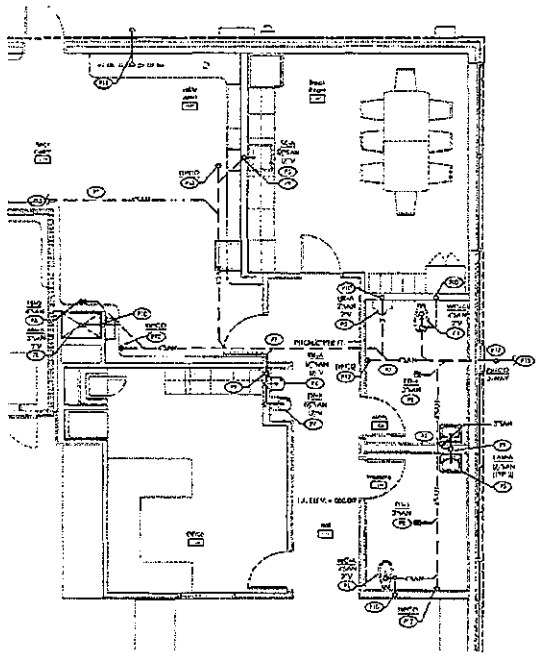
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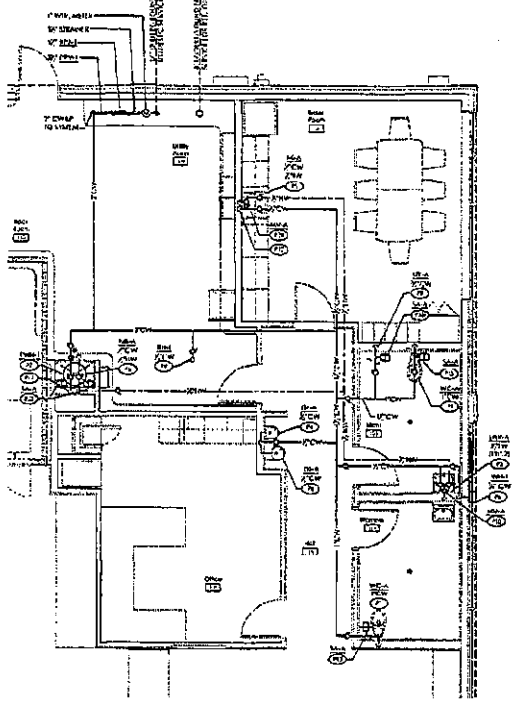


NOTE:

ENLARGED PLUMBING PLAN KEYNOTES (D1):

SANITARY NOTE:

D1 Sanitary Enlarged Plan



ENLARGED PLUMBING PLAN KEYNOTES (B1):

GENERAL DOMESTIC WATER NOTES:

B1 Domestic Water Enlarged Plan

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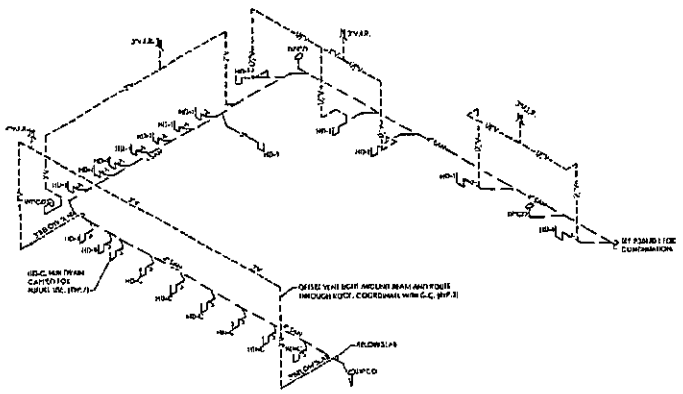
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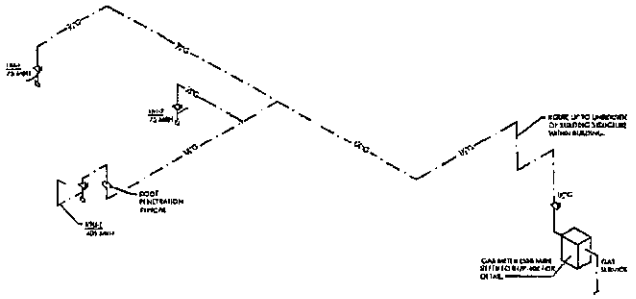
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Scale: As Noted		Drawing No.

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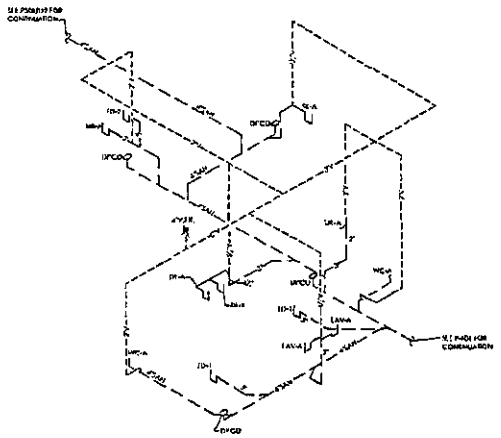
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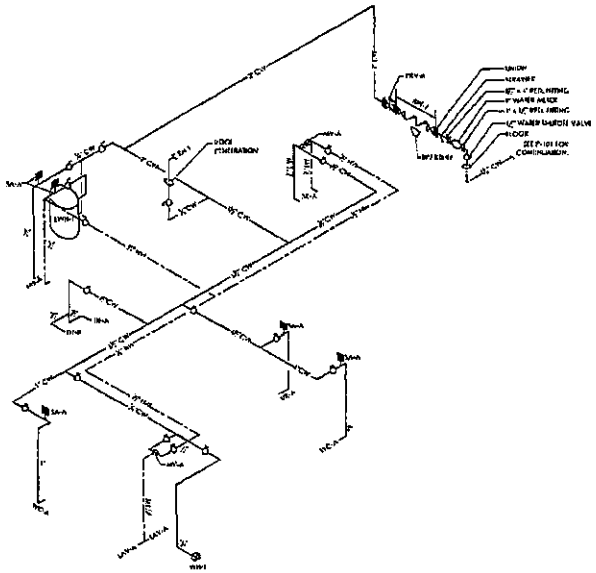
D2 Sanitary Isometric Diagram (Back Room)
NO SCALE



B2 Gas Isometric Diagram
NO SCALE



D1 Sanitary Isometric Diagram (Office Area)
NO SCALE



B1 Domestic Water Isometric Diagram
NO SCALE

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PROJECT LEAD DATE

PROJECT DESIGNER DATE

Consultant Client &
Drawing Addendum

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Picard Engineering

ALDI Inc.
Company Address
Section 2, Sq. Section Name, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Isometric Diagrams
Drawing Name:

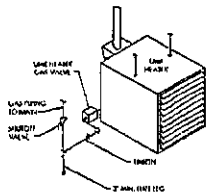
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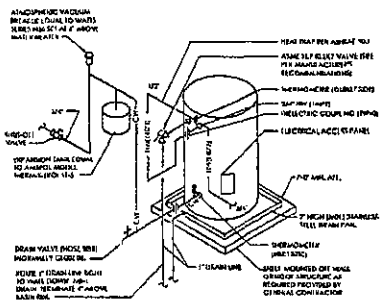
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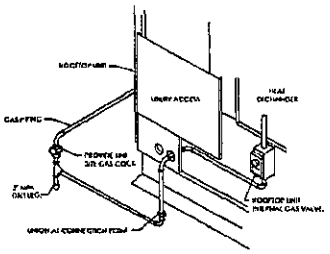
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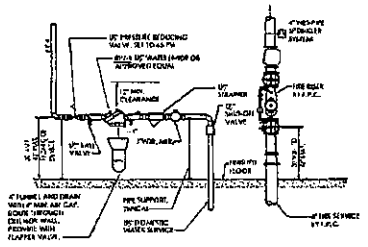
B3 Unit Heater Gas Piping Detail



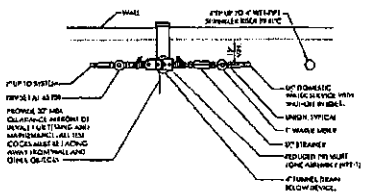
A3 Water Heater Piping Diagram



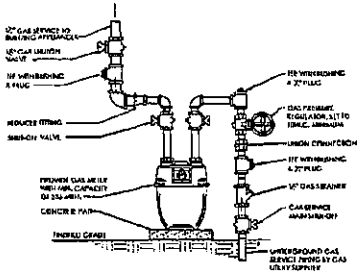
B2 Rooftop Unit Gas Piping Detail



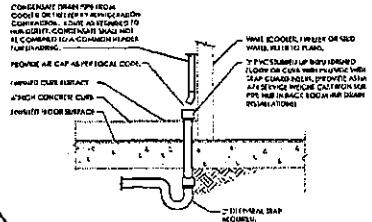
Elevation View



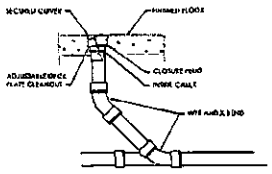
Plan View



B1 Gas Service Detail



D1 Condensate Drain Connection Detail



C1 Deck Plate Cleanout Detail

Detail Notes

1. PIPE SHALL BE APPROPRIATELY SUPPORTED TO PREVENT LATERAL MOVEMENT. PIPE HANGERS, BRACES, SADDLES, RODS, ETC., SHOULD BE USED TO SUPPORT THE PIPE AND SHOULD BE PLACED IN A MANNER THAT WILL NOT OBSTRUCT THE FUNCTION OF, OR PREVENT WORK ACCESS TO ANY PIPE.
2. LOCATION OF PIPE SHALL BE PLANNED AND WELL LOCATED.
3. PROVIDE ON SCREENING CLEARANCES AROUND THE RADON EXHAUST VENT DEVICE:
   - 12" MIN. ABOVE DEVICE
   - 20" MIN. DISTANCE OF 75 VEST.
   - 10" MIN. RADIUS DEVICE.

A1 Water Service Detail

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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

Plumbing Details
Drawing Name:

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Drawn By: XXX	P-401
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PLUMBING MATERIAL LIST

NOTES:

1. ANY SUBSTITUTION TO PUT "OR EQUAL" MANUFACTURERS AND/OR EQUIPMENT MUST BE APPROVED IN WRITING BEFORE BIDDING AND ANY SUBSTITUTIONS SHALL BE STATED ON THE BID. NO SUBSTITUTIONS ARE ALLOWED ON THE BID, PRIOR TO MATERIALS AND/OR EQUIPMENT BEING ORDERED AND APPROVED IN WRITING BY ENGINEER.
2. REFER TO SITE DRAWINGS FOR ADDITIONAL INFORMATION FOR ALL ABOVE EQUIPMENT/FIXTURES LISTED AND/OR FOR COMPLETE INSTALLATION, PLUMBING AND CONNECTION REQUIREMENTS.

FIXTURE	SYMBOL	DESCRIPTION
WATER CLOSET	WCH	WATER CLOSET - AMERICAN STANDARD MADERA, #3461.128 VITREOUS CHINA, FLOOR MOUNTED, TOP MOUNTED, ELONGATED BOWL, KING 15" 1/4" ABOVE FINISH FLOOR, WHITE (CHAIR 16), ASSY. CAT. #3461.128.020 WITH 3.28 GPF, 12" ANGLE SUPPLY AND STOP AND 12" CONTROL CONNECTION AND SMALL BE CHROME PLATED, ADA COMPLIANT, WATER-SAVER, HIGH EFFICIENCY SIPHON JET FLUSHING ON BACK OF BOWL, LOW PROFILE TANK DESIGN WITH CLOSE COUPLED LID, WALL AND SEAT HINGES, WHITE HEAVY DUTY MOLDED WOOD PLASTIC ELONGATED SEAT WITH OPEN FRONT - BEMIS 1500.
URINAL	WHA	URINAL - AMERICAN STANDARD WASHBROOK AMBRELLE WASH VALVE TYPE, 0.5 GPF WHITE WALL OUTLET URINAL, WASHBROOK, 3/4" TOP SPUD, 2" OUTLET, ELONGATED - 14" RIM, FURNISH CARRIER WITH HOP AND BOTTOM BREAKING PLATES, BOLT SLOT COMPLY TO FIGURE, SIPHON ACTION, WASH DOWN RIM, SIPHONIC FLUSH VALVE WITH BARLEY BACK-CHECK DIAPHRAGM, 3/4" INLET, 1" OUTLET, 3" SPUD, 1" OUTLET, 3" SPUD, 1" OUTLET, 3" SPUD

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SPRINKLER HEAD SCHEDULE

SYMBOL	DESCRIPTION	ORIFICE SIZE	"K" VALUE	TEMP. °F	FINISH	NOTES
	PENDANT - TYCO TY4151 (STOCK) OR APPROVED EQUAL	1/2"	5.60	155	WHITE	1,2,3
	UPRIGHT - TYCO TY4151 (SIDE), OR APPROVED EQUAL	1/2"	5.60	155	CHROME	1
	SIDEWALL - TYCO TY4151 (SIDE), OR APPROVED EQUAL	1/2"	5.60	286	CHROME	1
	PENDANT DRY HEAD - TY4151 (STOCK) OR EQUAL	1/2"	5.60	155	CHROME	1,3,4

NOTES:
1. SPRINKLER RESPONSE
2. PROVIDE RECESSED ESCUTCHEON (ESCUTCHEON BARREL WHITE)
3. PROVIDE STAINLESS STEEL CORTEC-MID FLEXIBLE TUBING TO PENDANT SPRINKLER HEAD ABOVE CEILING.
4. PROVIDE SPRINKLER HEAD GUARD.

GENERAL FIRE PROTECTION NOTE:

1. ALL WATER PIPING SHALL BE ROUTED AWAY FROM ELECTRICAL EQUIPMENT AND PROVIDE POSITIVE RELIEF TO BY-PASS GENERAL NOTES FOR PLUMBING INFORMATION.

FIRE PROTECTION PLAN KEYNOTES:

(F1) PROVIDE 6" UNDERGROUND FIRE PROTECTION WATER SERVICE, CONNECT TO WET PIPING. REFER TO SITE UTILITY PLANS AND COORDINATE WITH SITE CONTRACTOR.

(F2) PROVIDE FIRE PROTECTION RISER AT 6" WATER SERVICE ENTRANCE. REFER TO DETAILS 6/FP-101 & 7/FP-101.

(F3) PROVIDE SPRINKLER SUPPLY PIPING AS REQUIRED TO SERVE ENTIRE BUILDING. PROVIDE 100% SPRINKLER COVERAGE THROUGHOUT BUILDING, NOTE ALL UNIT SIZES ARE TYPICAL.

(F4) PROVIDE DEDICATED HEADS (FOR MULTI-STORY BUILDINGS) SEISMIC LOOPS AND LOCAL WITHIN COOLER AND FREEZER UNITS AS INDICATED. PROVIDE UPRIGHT TYPE HEADS ABOVE UNITS.

(F5) PROVIDE PENDENT HEADS AS EXISTING ARMOR SOFFIT.

(F6) PROVIDE SIDEWALL HEADS AS ABOVE BAY AS EXISTING BELOW.

(F7) PROVIDE SPRINKLERS TEST REMAINDER THRU WALL WITH 6" SLEEVE THROUGH EXTERIOR WALL TO REMAIN OUTSIDE. REFER TO DETAIL 8/FP-101.

(F8) PRIOR TO SPRINKLER ROUGH-IN, COORDINATE LOCATION OF DRY PIPE HEADS WITH EQUIPMENT IN CONSTRUCTION. ANYTIME DRY PIPE HEADS WITHIN 10' OF UNIT HEATER SHALL BE A HIGH TEMPERATURE HEAD.

(F9) SOLID 4" MAIN RUN TO BOTTOM OF STEEL. FOAM INSULATION NO LOWER THAN THE TOP OF THE BOTTOM CORD OF JOIST. COORDINATE WITH HVAC AND MECHANICAL CONTRACTOR TO INSURE DESIGN WITH MINIMAL INTERFERENCE.

(F10) PROVIDE 4" RISER TO DETAIL 8/FP-101.

(F11) ACCESS PANEL BY G.C., FOR FULL IMP PROTECTION AND MAINTENANCE TO BE COORDINATED WITH G.C. FOR EXACT LOCATION. REFER TO DETAIL 8/FP-101.

(F12) COORDINATE LOCATION OF SPRINKLER HEADS WITH MECHANICAL DUCTWORK AND ASSOCIATED DUCT WORK AS REQUIRED TO MAINTAIN CODE REQUIRED FIRE PROTECTION COVERAGE.

(F13) 2 SPRINKLER HEADS ARE CONSIDERED BY OVERHEAD DOOR WHEN DOOR IS OPEN. PROVIDE ADDITIONAL HEADS BEYOND DOOR AS NECESSARY TO PROVIDE PROPER COVERAGE. LOCATION MUST BE IN ACCORDANCE WITH LOCAL OR GOVERNING CODE.

(F14) PROVIDE 4" SPRINKLER MAIN, REFER TO CLEARANCE FOR DETAIL.

(F15) DO NOT ROUTE ANY FIRE PROTECTION PIPING OVER ELECTRICAL GEAR. COORDINATE ALL WORK WITH G.C.

Building Sprinkler Information

OWNER: ALDI Inc.
Street Address
Any Town, State, Zip Code

LOCATION: ALDI Inc.
Street Address
Any Town, State, Zip Code

OCCUPANCY: Mercantile

NFPA 13 CLASSIFICATION: Class I Ordinary Hazard Group 2

Sprinkler System Information

SPRINKLER SYSTEM TYPE: Wet-Pipe

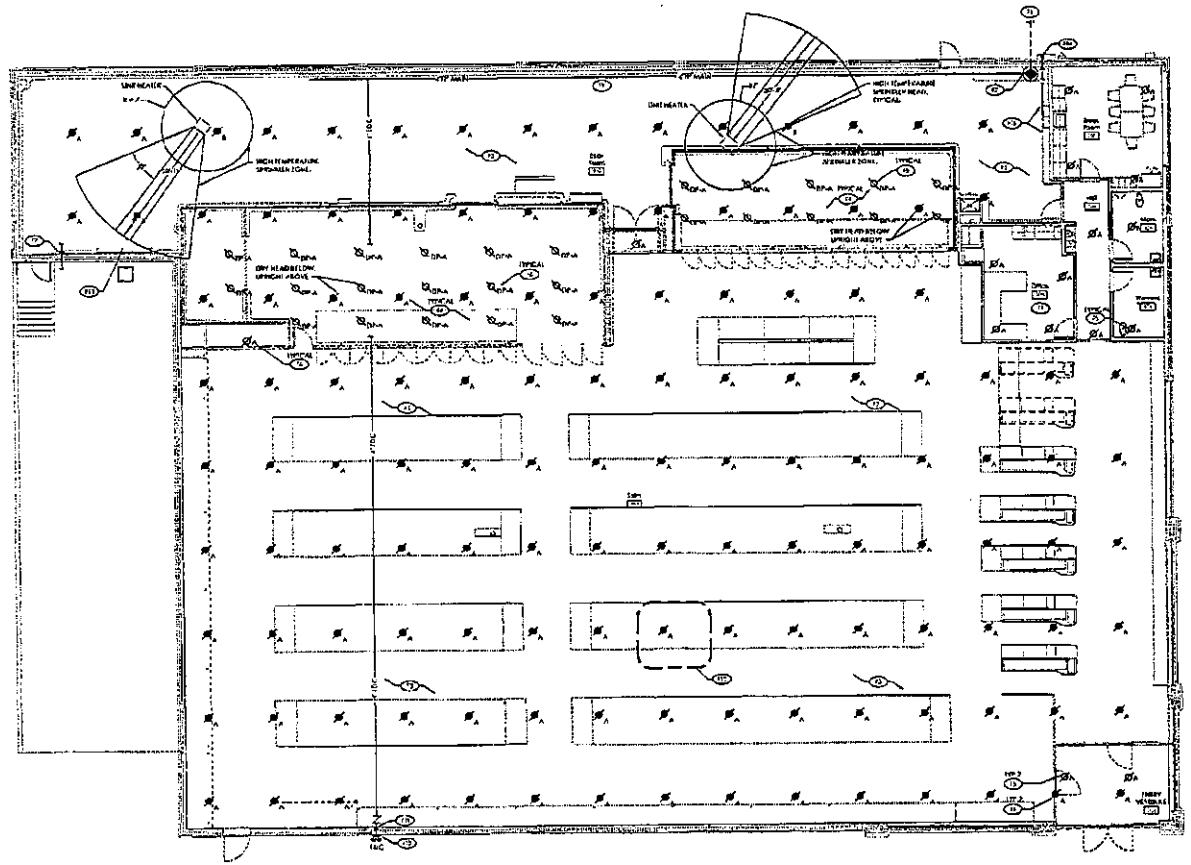
MAX. AREA/SPRINKLER: 130 SQ.FT.

FLOW DENSITY: 0.2 GPM/SQ.FT.

AREA OF COVERAGE: 3,250 SQ.FT.
WATER DEMAND: 650 GPM
OUTSIDE HOSE DEMAND: 250 GPM

Water Supply Information

FIRE PROTECTION CONTRACTOR IS RESPONSIBLE FOR OBTAINING HYDRANT FLOW TEST DATA, FOR REMAINING CALCULATIONS



D1 Fire Protection Floor Plan
SCALE: 1/8" = 1'-0"

NORTH

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585.678.9914 fax
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Picard Engineering

ALDI Inc.
Address
Denison City, State, Zip Code
Telephone #

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
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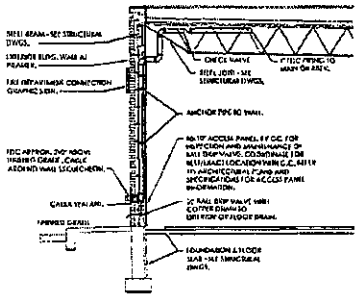
FIRE PROTECTION LEGEND

SYMBOL	ABBREV.	ITEM
	FP	FIRE PROTECTION MAIN
		SPRINKLER HEAD - RECESSED PENDANT
		SPRINKLER HEAD - UPRIGHT
		SPRINKLER HEAD - DRY PENDENT
		FIRE DEPARTMENT VALVING

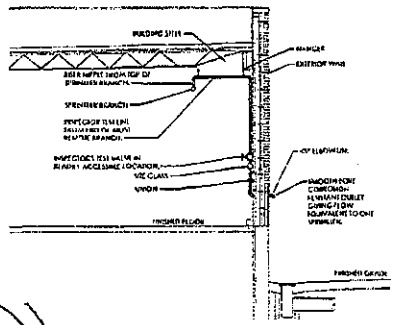
SYMBOL	ABBREV.	ITEM
		REDUCER
		CHECK VALVE
		FLOW SWITCH
		TAMPER SWITCH
		TEE - UP
		TEE - DOWN
		TEE
		ELBOW - UP
		ELBOW DOWN
		ELBOW

GENERAL FIRE PROTECTION NOTES:

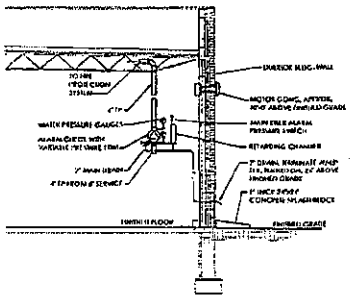
1. PROVIDE ALL WORK IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL CODES. COORDINATE ALL TRADE WORK IN ALL AREAS.
2. SPRINKLER CONTRACTOR SHALL OBTAIN AND PAY FOR ALL STATE AND LOCAL PERMITS, FEES AND DUE HE WORK, AND SCHEDULE ANY INSPECTIONS REQUIRED BY GOVERNING RULES AND REGULATIONS.
3. PROVIDE FULL SPRINKLER COVERAGE FOR ALL SPACES IN COMPLIANCE WITH LOCAL, STATE AND FEDERAL CODES, NFPA-13 AND OWNER'S INSURANCE CARRIER REQUIREMENTS.
4. COORDINATE FIRE PROTECTION SYSTEM WITH ALL OTHER TRADES, EXISTING CONDITIONS, ETC.
5. ALL PIPING SHALL BE CONCEALED WHERE NO SOFFIT WITH SPRINKLER HEADS AS HIGH AS POSSIBLE IN SPACES WHERE NO CEILINGS EXPOSED TO ROOF STRUCTURE.
6. FIRE PROTECTION CONTRACTOR SHALL PROVIDE DRY PIPE PENDANT HEADS WITH HEAD GUARDS IN THE FREEZER AND COOLER. FREEZER AND COOLER MANUFACTURER SHALL BE RESPONSIBLE FOR SEALING THE SPRINKLER HEAD PENETRATIONS ARE INSULATED BOX.
7. PROVISION MUST BE MADE FOR LIGHT EXPOSED INCOOLER AND FREEZER AND TO BE LOCATED NO CLOSER THAN 24" TO THE EVAPORATOR COILS HOUSING OR COOLER TUBES OR NO CLOSER THAN 48" TO THE FACE WALL OF THE COOLER/FREEZER. COORDINATE WITH OTHER TRADES AS NECESSARY.
8. FOR AIR ARE WASH CEILING GRIDS, PROVIDE SPRINKLERS IN THE CENTER OF DIAMETER OF CEILING TILES AND ALIGN IN VALVE FINAL LOCATION TO ARCHITECTURAL PLANTOP CEILING GRID LAYOUT.
9. THE SPRINKLER/FIRE PROTECTION CONTRACTOR SHALL HYDRAULICALLY CALCULATE COMPLETE SPRINKLER SYSTEM.
10. PROVIDE (3) EXTRA HEADS FOR EACH TYPE OF SPRINKLER HEAD AND WRENCHES AND ASSOCIATED WITH MORE THAN 1 HEAD TYPE. SPRINKLER HEADS WITH DIFFERENT SURFACE FINISHES SHALL MATCH FINISH OF CEILING TILES OR AS DIRECTED BY ARCHITECT. CABINET SHALL BE LOCATED IN MAIN UTILITY ROOM, ADJACENT TO FIRE RISER. CABINET SHALL BE LOCKABLE.
11. FIRE PROTECTION CONTRACTOR SHALL FLUSH 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 LINES AND ASSOCIATED PIPE SIZES. HEAD LOCATIONS AS PER THIS DRAWING SHALL BE PROVIDED AT MINIMUM SPACING NEEDED.
13. ALL PIPING SHALL BE ROUTED AROUND ELECTRICAL AREAS WHERE POSSIBLE. IF AND PIPING IS CLOSE TO AREA, DRIP PAN SHALL BE INSTALLED UNDER ALL WATER LINES OR HIGH FIRE CLOSE OR TO WORK. AREA OVER THE DOOR. COORDINATE WALLY AMAT SO AS TO PREVENT ANY LEAKS IN THE AREA, AT THE LOWER SECTION OF DRIP PAN, PLACE DRAIN TO HEAVEN APPROVED HEATPAGE WITH AN APPROVED AIR GAP PER CODE. CONTRACTOR TO REVIEW ALL DRAWING PRIOR TO CONSTRUCTION, AND REPORT IF THIS CONDITION EXISTS.



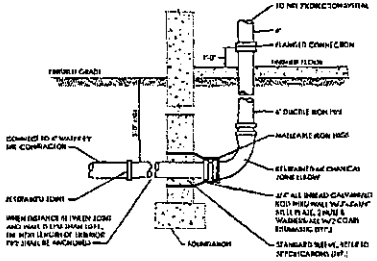
B2 Fire Department Connection Detail
SCALE: NTS



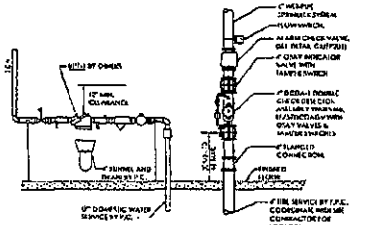
D2 Inspector's Test Connection Detail
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C1 Fire Protection Alarm Check Detail
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B1 Fire Service Lead-In Detail
SCALE: NTS



A1 Fire Protection Riser Detail
SCALE: NTS

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ALDI inc.
Division of ALDI Inc. Division Office: Batavia, IL

ALDI Inc. Store #: XX
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Project Town, State, Zip
Project County
Project Name & Location:

Fire Protection Legend and Details
Drawing Name:

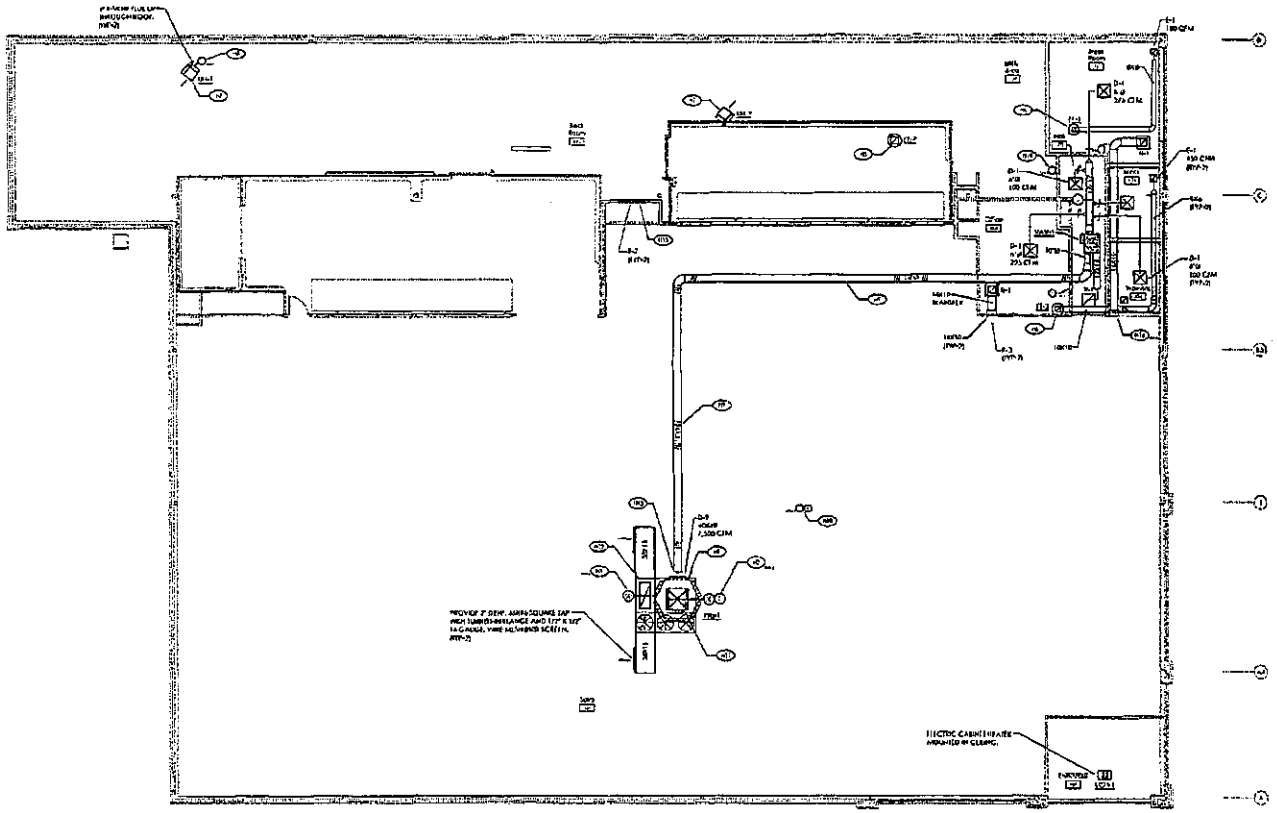
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1 HVAC Construction Plan

GENERAL HVAC NOTES:

1. COORDINATE EXACT LOCATIONS WITH REFLECTED CEILING PLAN INCLUDING LIGHTS AND SPRINKLER HEAD LAYOUTS.
2. PROVIDE DUCT MOUNTED SMOKE DETECTORS IN SUPPLY AND RETURN AIR DUCTS AS APPLICABLE PER THE MECHANICAL SYSTEM SCHEDULE ON THE MECHANICAL PLAN. DUCT DETECTORS SHALL BE PURCHASED AND INSTALLED BY THE ELECTRICAL CONTRACTOR. THE MECHANICAL CONTRACTOR SHALL COORDINATE WORK WITH THE ELECTRICAL CONTRACTOR AND INSTALL DUCT DETECTORS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
3. COORDINATE 4-WAY SUPPLY DIFFUSER MOUNTING HEIGHT AND LOCATION WITH ARCHITECTURAL SOFFIT AND CEILING. MOUNT SUPPLY DIFFUSER AS HIGH AS POSSIBLE.
4. TEMPERATURE AND HUMIDITY SENSORS ARE SHOWN FOR REFERENCE ONLY. AN INTEFACE MANUFACTURER'S SYSTEM IS BEING PROVIDED BY OTHERS UNDER A SEPARATE CONTRACT BY THE OWNER. THE OWNER SHALL BE RESPONSIBLE BY THE ELECTRICAL CONTRACTOR AND THE MECHANICAL CONTRACTOR SHALL COORDINATE WORK WITH THE MEP PROJECT MANAGER AND REFRIGERATION CONTRACTOR.
5. ALL DUCT DIMENSIONS ARE CLEAR FREE AREA.
6. ALL WELDED ELBOWS & TEEINGS 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 5ft.
10. FIELD VERIFY ALL NEW EQUIPMENT AND SCOPE OF WORK PRIOR TO BIDDING. NOTIFY OWNER IN WRITING 48 HOURS PRIOR TO BID DAY OF ANY QUESTIONS OR SCOPE OF WORK OR CONTRACT DOCUMENTS.
11. PROVIDE 1 1/2" PVC CONDENSATE DRAIN & TRAP FOR ALL ROOFTOP UNITS.
12. PROVIDE ACOUSTICAL DUCT LINING IN ROOFTOP UNIT CURB FOR SOUND ATTENUATION. (TYPICAL)
13. BALANCE ALL ELECTRONIC CONTROLLED ANGLE & CEILING JET DIFFUSERS PER THE SPECIFICATIONS SECTION 23 0593 - HVAC BALANCING CRITERIA.
14. NEW MECHANICAL INCL. A PROGRAMMABLE ENERGY MANAGEMENT SYSTEM UNDER A SEPARATE CONTRACT WITH THE OWNER. THE MECHANICAL CONTRACTOR SHALL COORDINATE DIRECTLY WITH THE OWNER'S PROJECT MANAGER. PER SPECIFICATION SECTION 23 0993 - SEQUENCE OF OPERATIONS. REFERENCE THE DRAWINGS LOCATED ON THE SHARE HOLDER'S COM WEBSITE FOR VENDOR INFORMATION LISTS.

HVAC PLAN KEYNOTES:

1. MOUNT 4-WAY SUPPLY DIFFUSER 12"Ø TO BOTTOM OF ROOF JOIST. SUPPORT FROM ROOF STRUCTURE. PAINT PRIMED STEEL.
2. RECHARGEABLE AIR TEMPERATURE SENSOR, SENSOR, WIRING AND CONDUIT SHALL BE PROVIDED AND INSTALLED BY OTHERS.
3. DUCT MOUNTED SMOKE DETECTOR.
4. 10"Ø EXHAUST RPTD TO EF-1 LOCATED ON ROOF.
5. 14"W x 14"H SHAPE OF 12"Ø END LOCATED OVER DOOR AND EXPANDED TO 24"W SPACE. PROVIDE MULTI-WELDED STEEL PAN FOR LOW DUCT OPENING.
6. 10"Ø TRANSFER UP TO EF-2 LOCATED ON ROOF.
7. MOUNT BOTTOM OF 10"Ø HTR AT A MINIMUM OF 10'-0" AFF.
8. MOUNT OUTDOOR TEMPERATURE & MOISTURE SENSOR WITH CONSOLE IN AT REAR OF LOW ROOF AT 10'-0" AFF.
9. 8"Ø x 14"H DUCT BELOW AND THROUGH ROOF JOIST AND JOIST GIRDER. PROVIDE OFFSET AS REQUIRED AND MOUNT TO HIGH TO THE BOTTOM FLANGE AS POSSIBLE.
10. TEMPERATURE & HUMIDITY SENSOR MOUNTED ON CEILING MOUNT SENSORS, DUCT OR SUPPLY AIR STREAM AT 60'-0" AFF. SENSORS, WIRING AND CONDUIT SHALL BE PROVIDED AND INSTALLED BY OTHERS.
11. 8"Ø ROUND SUPPLY UP TO 8"x8", TRANSITION TO 8"x8" SUPPLY CONNECTION.
12. 24"x10" RETURN UP TO 8"x8", TRANSITION TO 8"x8" RETURN CONNECTION.
13. CONNECT VAV BOX TO 8"Ø SUPPLY AIR DUCT.
14. MOUNT TEMPERATURE SENSOR ON WALL AT 5'-0" AFF.
15. VAV BOX MOUNTED AT 8'-0" AFF.
16. REMOTE THERMOSTAT MOUNTED AT 5'-0" AFF.

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ROOFTOP UNIT SCHEDULE

ID	LOCATION	SERVES	SUPPLY FAN CFM	MOTOR DRIVE	MIN. VENTILATION AIR CFM	EXH. FANS	MOTOR HP	VOLT/PH/Hz	HEATING MEDIUM	HEATING INPUT CAPACITY MBH	HEATING OUTPUT CAPACITY MBH	COOLING MEDIUM	GROSS COOLING CAPACITY MBH	TOTAL COOL CAPACITY MBH	EER/ IEER (STANDARD)	MERV RATING (MINIMUM)	MANUFACTURER	REMARKS
RTU-1	ROOF	SALES ROOM	4900	DIRECT	2,100	1/2	5	208/3	GAS	480.0	388.8	R-410A	360.1	360.1	16.2/12.9	MERV 8	GAS MINI-SPLIT-SERIES	(1)(2)(3)(4)(5)

(1) PROVIDE 14" INCH INSULATED ROOF CURB & BURGLAR BARS ON SUPPLY AND RETURN OPENINGS. RTU-1 ROOF CURB IS BY AES INDUSTRIES. CONTACT CURTIS LARNER (800) 460-6083 X 314. MECHANICAL CONTRACTOR IS RESPONSIBLE FOR PURCHASING THE ROOF CURB DIRECTLY FROM AES INDUSTRIES.
(2) PROVIDE WITH 3-PHASE INTO BASE SINGLE POINT ELECTRICAL CONNECTION. DISCONNECT, VFD (SERVED OPERATION), GAL HOOD, PROOF AIRFLOW SWITCH, CLOGGED FILTER SWITCH, STAINLESS STEEL DRAIN PAN, 120V CONVENIENCE OUTLET, HEAT RECLAIM COIL & ECONOMIZER CONTROL.
(3) UNIT SUPPLIED BY OWNER, RECEIVED, INSPECTED AND INSTALLED BY MECHANICAL CONTRACTOR.
(4) ROOFTOP UNIT TO BE FURNISHED & FACTORY INSTALLED IN THE DES MAINPATH MPU. SPACE TEMPERATURE, SUPPLY AIR TEMPERATURE & SPACE HUMIDITY SENSORS ARE SUPPLIED BY CO CONTROLS AND SHIPPED TO REFRIGERATION CONTRACTOR FOR FIELD INSTALLATION.
(5) CO MULTI-PATH MPU IS MANUFACTURED BY ADAPTIVE, (PHONE: 1-800-[illegible]) TO COORDINATE MPU SHIPPING DATE FOR MECHANICAL SUPPORT CONTACT CO's MAC TRAINER [illegible] AT [illegible]
(6) MECHANICAL CONTRACTOR TO REVIEW AND CONFIRM RTU SPECIFICATIONS TO ENSURE HOURS WITH ALDI DIRECTOR OF REAL ESTATE AND SIEMENS ENERGY MANAGEMENT USER GUIDE.

FAN POWERED VAV BOX WITH ELECTRIC REHEAT SCHEDULE

ID	TYPE	SERVES	FAN DATA: MAX. CFM	MIN. CFM	INLET SIZE	HP	ELECTRICAL: VOLT/PH	HEATING: CAPACITY (KW)	STAGES	OUTDOOR AIR CFM	MANUFACTURER/MODEL NUMBER	REMARKS
VAV-1	SERIES	SALES AREA	425	425	8.0	1/2	120/1	4.0	1	85	[illegible]	(1)(2)(3)(4)

(1) PROVIDE 0-10VDC CONTAM MODULE & AIRFLOW SWITCH. ELECTRICAL DISCONNECT PROVIDED & INSTALLED BY ELECTRICIAN.
(2) PROVIDE THREADED ROD HANGER BRACKETS.
(3) PROVIDE 24" PERFORATED ACOUSTICAL LINER.
(4) PROVIDE 24"X12" MODULATING VAV DAMPER, MANUFACTURED BY TITUS OR EQUAL. DAMPER TO BE CONTROLLED VIA CONTROLLER LOCATED IN CEILING.

EXHAUST FAN SCHEDULE

ID	SERVES	LOCATION	TYPE	DRIVE	CFM	EST. SP (IN. WG.)	FAN RPM	HP	VOLTAGE	MANUFACTURER	REMARKS
EF-1	MEAT ROOM	ROOF	CENT.	DIRECT	500	0.75	1,189	1/20	120/1	GREENHECK G-080-D	(1)(2)(3)
EF-2	BACKROOM	ROOF	CENT.	DIRECT	2,360	0.6	1,633	1/4	120/1	GREENHECK G-100-A	(1)(2)(3)
EF-3	TOILET	ROOF	CENT.	DIRECT	300	0.6	1,810	1/20	120/1	CENTRIFUGAL CORP.	(1)(2)(3)

(1) CONTROLLED FROM WALL SWITCH PROVIDED AND WIRED BY CONTRACTOR.
(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	FLOOR AREA (SQ. FT.)	NET OCCUPIABLE AREA (SQ. FT.)	TOTAL OCCUPANTS	CFM PER PERSON	CFM PER SQ. FT.	VENTILATION FUNCTIONING	REQ'D CFM	NOTES
SALES FLOOR/DEPT.	SUPERMARKET	12,967	11,867	95	7.5	0.06	0.9	1,305	-
OFFICE	OFFICE SPACES	262	262	1	5	0.06	0.5	23	-
BREAK RM.	CONFERENCE RM.	385	303	6	5	0.06	0.5	70	-
MENS RM.	TOILET RM. - PUBLIC	43	85	2	-	50**	-	-	100
WOMENS RM.	TOILET RM. - PUBLIC	43	83	2	-	50**	-	-	100
MAIN	CORRIDOR	345	345	-	-	0.06	-	15	-
BACK ROOM	WAREHOUSE	2,149	1,879	-	-	0.06	-	150	-
							TOTAL OA REQUIRED	2,073	-
							TOTAL OA PROVIDED	2,100	-

(1) RATE PER MATERIAL CUSTOMARY WORK EXHAUST OPERATING CONTINUOUSLY DURING OCCUPIED HOURS.

ELECTRIC CABINET HEATER

ID	TYPE	SERVES	FAN DATA: CFM	HEATING CAPACITY: KW	ELECTRICAL: VOLTAGE	PH	MANUFACTURER	REMARKS
ECH-1	RECESSED	VESTIBULE	100	2.0/1.5	208/1	1	QUIETCOOL ECR-200	(1)

(1) PROVIDE FRAME CEILING ADAPTER, BUILT-IN THERMOSTAT & 208 VOLT DISCONNECT.

DIFFUSER/REGISTER/GRILLE SCHEDULE

ID	SERVES	TYPE	FACE SIZE	NECK SIZE	CONST. MATERIAL	CEILING MOUNTING	MAX. NC	MANUFACTURER	REMARKS
D-1	SUPPLY	DIFFUSER	24X24	12"ø	STEEL	T-BAR	25	TITUS 350RS	(1)
D-2	SUPPLY	6-WAY	20X12	8X8	STEEL	THREADED ROD	20	(2)	
R-1	RETURN	GRILLE	24X24	22X22	STEEL	T-BAR	20	TITUS 350RS	(1)
R-2	TRANSFER	GRILLE	18X18	16X12	STEEL	GWB	20	TITUS 350RS	
E-1	EXHAUST	PUNKA	12X12	10"ø	STEEL	T-BAR	20	GREENHECK SRG	

(1) COORDINATE CEILING TYPE WITH ARCHITECTURAL CEILING PLAN.
(2) MATCH WOOD TRANSFER GRILLES AND LOUVERS ON DOOR BY ADAMS BAG AIR PRODUCTS, AES INDUSTRIES OR UNITED ENTERPRISES.

GAS FIRED UNIT HEATER SCHEDULE

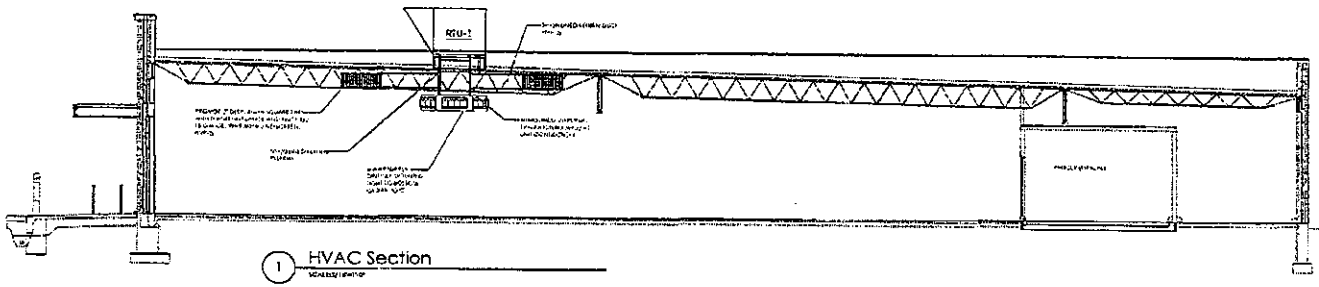
ID	LOCATION	TYPE	INPUT CAP. MBH	OUTPUT CAP. MBH	CFM	HP	VOLTAGE	MANUFACTURER	REMARKS
UH-1	BACKROOM	POWER VENT	950	808	950	1/8	120/1	STANDARD FAN CO.	(1)
UH-2	BACKROOM	POWER VENT	950	808	950	1/8	120/1	STANDARD FAN CO.	(1)

(1) CONTROLLED BY THE SIEMENS ENERGY MANAGEMENT SYSTEM. THE TEMPERATURE SETPOINT SHALL BE 60°F.

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SYMBOLS & ABBREVIATIONS

[illegible]



1 HVAC Section

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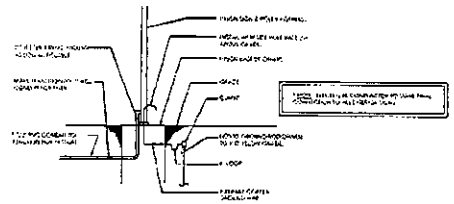
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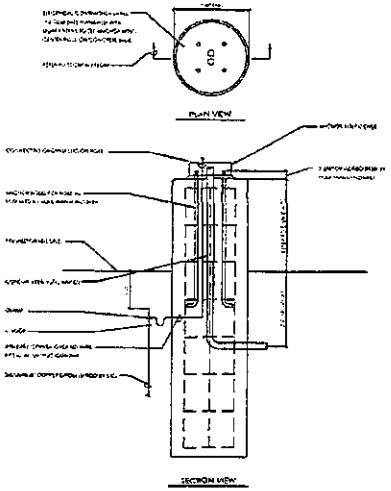
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FLOOR PLENUM

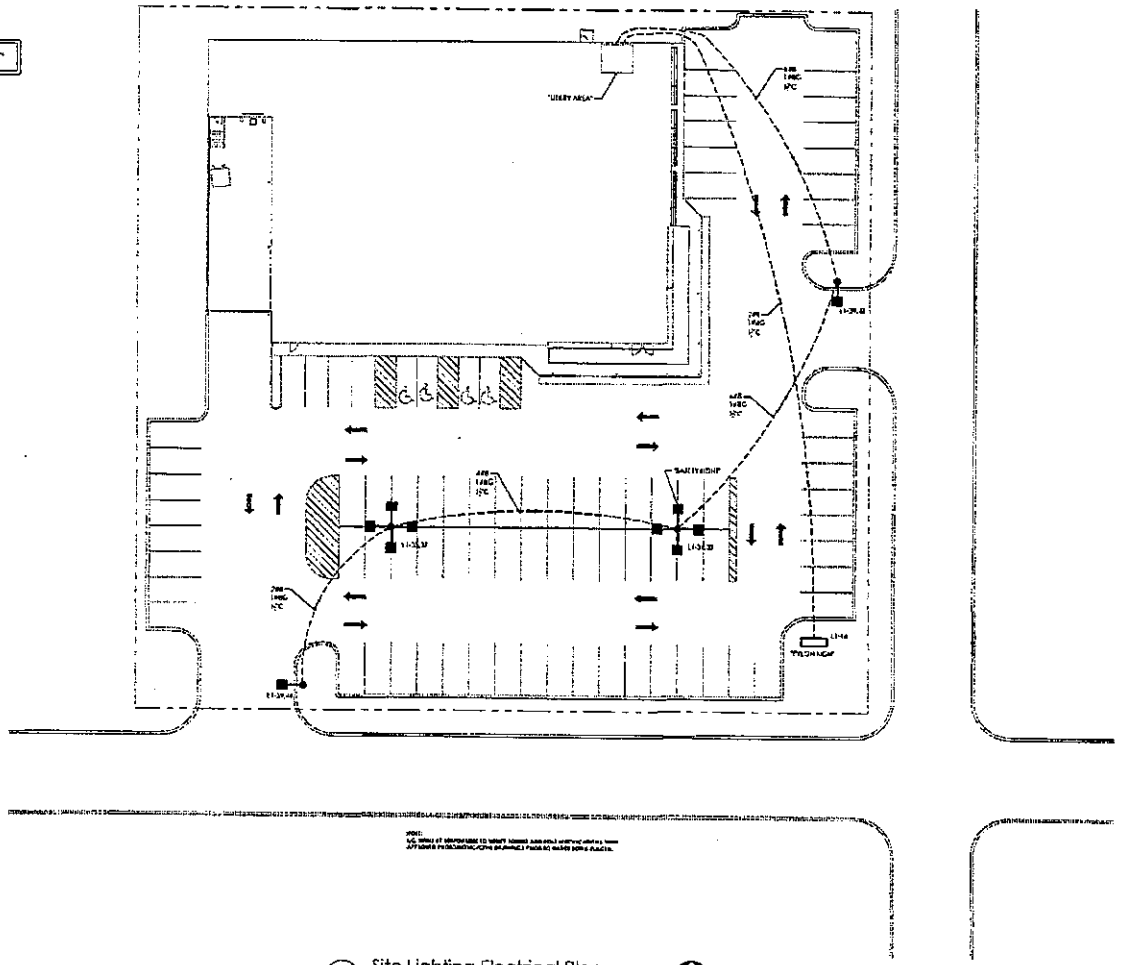
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D3 Pylon Sign Wiring Detail



D1 Lighting Pole Base Detail



B1 Site Lighting Electrical Plan

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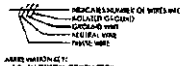
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Site Lighting Electrical Plan
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GENERAL ELECTRICAL NOTES:

1. "#AWG-3#W" INDICATES #4 AWG HOMERUN WITH 3 #12 AWG CONDUCTORS.
2. "3/4"C" INDICATES 3/4" TRADE SIZE CONDUIT.
3. "(X)" INDICATES KEY NOTE USED TO DESCRIBE ADDITIONAL INFORMATION OR MORE SPECIFIC DETAIL TO THE WORK SHOWN ON PLAN.
4. "NIC" INDICATES WORK IS UNINSTALLED OR NOT INCLUDED.
5. ALL ELECTRICAL CONNECTIONS SHALL BE COPPER, U.O.N.
6. 

7. ABBREVIATIONS:
EC ELECTRICAL CONTRACTOR
GC GENERAL CONTRACTOR
MC MECHANICAL CONTRACTOR
C/ CONDUIT
TYP TYPICAL
UG UNDERGROUND
+F ABOVE FINISHED FLOOR (HEIGHT MEASURED FROM FLOOR TO CENTERLINE)

ELECTRICAL INSTALLATION NOTES:

1. THE COMPLETE INSTALLATION SHALL BE IN ACCORDANCE WITH THE N.E.C. (NATIONAL ELECTRICAL CODE) AND ALL OTHER LOCAL CODES AND REGULATIONS HAVING JURISDICTION.
2. CIRCUIT NUMBERS ARE SHOWN FOR CIRCUIT IDENTIFICATION. CIRCUITING SHALL AGREE WITH NUMBERING ON THE PANEL PROVIDED. WHERE COMMON NEUTRAL IS USED FOR TWO OR MORE CIRCUITS, EACH NEUTRAL SHALL BE IDENTIFIED AT THE PANEL AND AT EACH OUTLET. COMMON NEUTRALS SHALL NOT BE USED FOR CUMULATIVE OR DIRECT RECEPTACLE BALANCE THE LOAD ON PANEL AS EVENLY AS POSSIBLE BETWEEN EACH PHASE.
3. CIRCUIT SERVING EXIT FIXTURES IN SALES AREA SHALL BE INSTANTANEOUS CONTROL FROM ALL DRIVE CIRCUITS. PROVIDE A MANUAL ACTION BY "LOCKOUT DEVICE" ON CIRCUIT BREAKER TO KEEP LIGHTS NOT IN USE DARK.
4. A #12 GREEN INSULATED GROUND CONDUCTOR SHALL BE INSTALLED WITH CIRCUIT CONDUCTORS TO ALL RECEPTACLES.
5. FINISH HEIGHT OF ALL TOGGLE SWITCHES AT +48" FROM FINISHED FLOOR (CENTERLINE DIMENSION), EXCEPT WHERE OTHERWISE NOTED.
6. FINISH HEIGHT OF ALL DUPLEX RECEPTACLES AND TELECOMMUNICATION OUTLETS AT HEIGHT INDICATED ON 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 FINAL ELECTRICAL CONNECTION, THE CONTRACTOR SHALL INSTALL RECEPTACLES, OUTLET OR CONNECTION LOCATIONS TO ACCOMMODATE FURNITURE AND/OR EQUIPMENT.
8. EXIT LOCATED ON OPPOSITE SIDE OF DOOR OR SALES AISLES SHALL BE OPPOSITE A MINIMUM OF 4'-0" CENTER-TO-CENTER, MEASURED ON THE PATH TRAVELED BY OCCUPANTS. A MINIMUM OF 24" HORIZONTALLY (PERPENDICULAR) BETWEEN CLOSEST EDGES IS ACCEPTABLE. "SIDE-BY-SIDE" EXITS SHALL NOT BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECT/ENGINEER.
9. ELECTRICAL EQUIPMENT SHALL BE INSTALLED TO AVOID INTERFERENCE WITH THE OPERATION OR WITH/OR ACCESS TO OTHER EQUIPMENT. ALL MOUNTING OF ELECTRICAL ITEMS ON EQUIPMENT SUPPLIED BY ANOTHER CONTRACTOR SHALL BE APPROVED IN ADVANCE BY THE OWNER'S CONTRACTOR AND OWNER.
10. ALL FINAL ELECTRICAL CONNECTIONS TO MOTOR AND EQUIPMENT SHALL BE MADE WITH FLEXIBLE CONDUIT. USE FLEXIBLE CONDUIT AND FITTINGS WHERE SUBJECT TO VIBRATION, NOISE OR WHERE WIRE FROM CIRCUIT GROUND TO MOTOR GROUND THROUGH FIXED 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 THE CONTRACTOR. ALL CONDUIT PENETRATIONS THROUGH RATING WALLS SHALL BE CAREFULLY SEALED CLOSED. WHERE CONDUIT PENETRATES WALLS AND ROOFS, HEAVY WALL USED SEALANT. SEAL PENETRATIONS AROUND JUNCTION BOXES. NOTE: DO NOT INSTALL ELECTRICAL EQUIPMENT RECOMMENDATIONS. ALL WORK SHALL BE LIMITED TO THE FUNCTIONS OF THE WALLS AND ROOFS SHALL BE TESTED AND CERTIFIED AS ACHIEVING ASSIGNED RATINGS FOR FIRE (1 HR OR SMOKE/DRAFT OR PRESSURE RESISTANCE AS MANUFACTURED BY 3M, RUSKIN & DUPONT).
12. ALL CONDUIT SHALL BE CONCEALED IN WALLS, PARTITIONS OR ABOVE CEILING, EXCEPTIONS OTHERWISE INDICATED ON THE PLANS OR WITH SPECIFICATIONS. CONDUIT SHALL BE RUN IN BACKBOARDS TO DISTRIBUTION PANEL ONLY IN VERTICAL RUNS. IF NO CEILING IS INSTALLED, CONDUIT SHALL BE RUN JUST BELOW ROOF DECK AT MINIMUM OF 10'-0" ABOVE DI FLOOR. HOLES TO PREVENT POWDER FRAMING FROM WORKING SCREWS ALLOWED. CONCEALED LOCATIONS IN SALES AREA WHERE ARCHITECTURAL USER LOCATIONS ARE NOT CLEAR SHALL BE PARALLEL AND/OR PERPENDICULAR TO THE BUILDING STRUCTURE AND WALLS. CONDUIT SHALL NOT BE INSTALLED ON OR UNDER THE SLAB UNLESS SPECIFICALLY NOTED OR APPROVED BY ALDI REGIONAL DEPT.
13. CONTRACTOR SHALL INSTALL AT EACH SERVICE ENTRANCE A PERMANENT DIRECTORY ACCORDING TO ARTICLE 230.2(D), OF THE NATIONAL ELECTRICAL CODE.
14. ALL 15A/20A RECEPTACLES SHALL BE TAMPER RESISTANT DEVICES AS DEFINED BY N.E.C. WHERE IT IS CIRCUIT NUMBER.
15. ELECTRICAL CONTRACTOR SHALL PROVIDE ARC FLASH WARNING LABELS FOR ALL DISCONNECTS PER N.E.C. AND OSHA STANDARDS.

MATERIAL LIST

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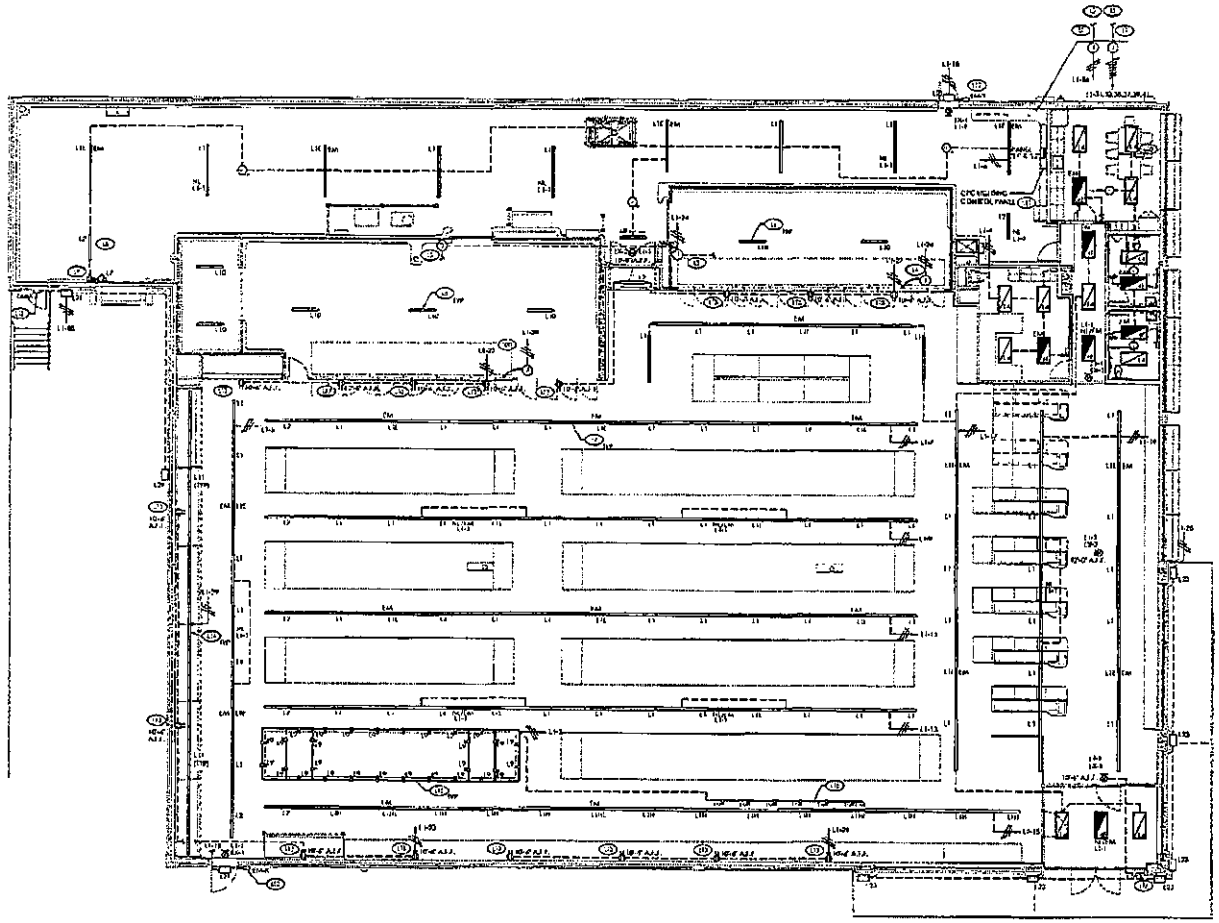
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E-001
Drawing No.

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D1 Lighting Plan

GENERAL LIGHTING NOTES:

1. ALL HEIGHT DIMENSIONS (e.g. ABOVE) ARE REQUIRED UNLESS NOTED OTHERWISE 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 MARKING USE AND GENERAL INSTALLATION NOTES.
4. REFER TO DETAIL E-101 FOR LIGHTING CONTROL AND WIRING DIAGRAM.
5. REFER TO SHEET E-401 FOR SCHEDULES OF CIRCUITS FOR PANEL 'E'.
6. REFER TO DRAWING E-102 FOR LIGHTING LUMINAIRE SCHEDULE.
7. IN AREAS WHERE NO CEILING IS PROVIDED, CONDUIT SHALL BE RUN AND SHOWN ROUGHLY AT BOTTOM OF STYLE CHORD OF ROOF TRUSS.
8. EXIT LIGHTING FIXTURES SHALL BE CONNECTED TO THE NIGHT LIGHTING BRANCH CIRCUIT S.M.P. FIXTURES SHALL NOT BE SWITCHED.
9. EMERGENCY FIXTURES (EXCEPT EXIT SIGNS) SHALL HAVE EMERGENCY BATTERY BALLAST FACTORY PROGRAMMED, VERIFY TYPE, COLORS AND PLACEMENT OF EMERGENCY FIXTURES PRIOR TO INSTALLATION. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

LIGHTING PLAN KEYNOTES:

12. SOLID CONDUIT FROM PANEL 'E' TO EXTERIOR MOUNTING SITE LIGHTING AND SIGN POWER BELOW SLAB. APPROXIMATELY 1'-0" CONCRETE SHALL BE USED AND CONTRACTOR SHALL HAVE PROFILE LEGENDS FOR LOCATION ACCORDING TO ALL LOCAL CODES AND GENERAL LENGTH OF N.E.C., REFER TO M SHEETS E2 AND L2.
13. MINIMUM 1/2" FLEXIBLE METAL CONDUIT, INSTALL MINIMUM OF 24" BELOW GRADE TO NEAREST POLE LUMINAIRE. REFER TO DETAIL E2 OF CONDUIT & EMBEDMENT AT YOUR LOCAL LOCATION AND ADJUST AS NEEDED AS POSSIBLE.
14. MINIMUM 1/2" SCHEDULE 80 PVC CONDUIT, INSTALL MINIMUM OF 24" BELOW GRADE TO NEW PARKING LOT LUMINAIRES. REFER TO SITE ELECTRICAL PLAN FOR LOCATION. FIELD VERIFY DISTANCE TO ADJOINING BUILDING TO KEEP RUN AS SHORT AS POSSIBLE.
15. VERIFY LOCATION OF CONNECTION TO BOOM HEATS WITH MECHANICAL CONTRACTOR.
16. VERIFY LOCATION OF ANTENNA FOR WEIGHT REQUIREMENTS CONTRACTOR SHALL COORDINATE AND PROVIDE CONDUCTORS AND INSTALLATION OF EQUIPMENT. WHERE DOORS ARE PROVIDED BY ANOTHER CONTRACTOR, REFER TO M SHEETS L2.
17. FIXTURES SHOWN AT WALL-MOUNTED LOCATIONS AND PROJECT SIGNS TO BE FURNISHED BY ELECTRICAL CONTRACTOR AND TURNED OVER TO REFRIGERATION CONTRACTOR FOR INSTALLATION.
18. ALL EMERGENCY LIGHTING FIXTURES SHALL BE POWERED BY TWO OPPOSING BRANCH CIRCUITS ORIGINATING FROM SAME VERIFIED CIRCUIT OF THE NORMAL REPEATER. CIRCUIT SHALL BE CONNECTED TO THE APPROPRIATE UNSWITCHED LIGHTING BRANCH CIRCUIT COMMODITY BY THE CITY OF LOCAL ENFORCING AGENCY, AND CODE REQUIRED EMERGENCY OPERATION. THE CIRCUIT SHALL BE UNSWITCHED AND CONNECTED TO THE PANEL SUCH THAT IN THE EVENT OF A LOSS OF NORMAL POWER THE EMERGENCY BALLAST OPERATES FIXTURE.
19. INSTALL LUMINAIRES, CONTROL AND WIRING TO GRAB OVERHEAD DOOR IN THE OPEN POSITION.
20. RECEPTACLE FOR DEDICATED LIGHT SHALL BE SWITCHED WITH RECEPTACLE IN HOME, MOUNTED WOOD BLOCKING BETWEEN STUDS TO SECURELY MOUNT UNITS.
21. DEDICATED CIRCUIT AS DESIGNATED ON E-1, REFER TO E-101 FOR CONFIGURATION.
22. SEE SYMBOLS TO INSTALL DUAL-TECH FOR LIGHTING CONTROL DIAGRAM.
23. PROVIDE EXTERIOR EMERGENCY EGRESS LIGHT HEAD FROM FOR THE DISCHARGE LOCATIONS AS REQUIRED BY ARCHITECTURAL ELEVATIONS FOR LOCATIONS.
24. PROVIDE RECESSED STYLE RECEPTACLES FOR LED BACKLIT GRAPHIC FRAMES. COORDINATE RECEPTACLE LOCATIONS WITH SIGN VENDOR, GC, AND ALDI REP. REFER TO DRAWING M1 FOR HEAD SHALL BE CONNECTED TO CIRCUITS AS PROVIDED. REFER TO LIGHTING CONTROL DIAGRAM ON E-102.
25. INSTALL 2' LOW-PROFILE LINEAR CORE FIXTURES FACING UP TO LIGHT BACK WALL GRAPHICS ON TOP OF WALL. SEE CUTSHEETS TO BE INSTALLED LIGHT SOURCE (NO CHANGE). VERIFY LOCATIONS WITH SIGN VENDOR PRIOR TO INSTALLATION. CONTRACTOR TO SUPPLY AND INSTALL AS REQUIRED TO MATCH FACE COLOR. BACK WALL IS INCLUDED TO AVOID ALL OBSTRUCTIONS. REFER TO REFLECTED CEILING PLAN FOR LOCATIONS.
26. HOUSE PROVIDE AREA READY AREA AS PER A1.1-A2.1-A3.1. NO PLUMBING STRUCTURE PER MANUFACTURER INSTRUCTIONS USING EASY-STRUT AND ARCHITECTURAL SUPPORT IN PREWELD THAN 10 UNITS. CONTRACTOR TO SUPPLY AND INSTALL AS REQUIRED TO MATCH FACE COLOR. BACK WALL IS INCLUDED TO AVOID ALL OBSTRUCTIONS. REFER TO REFLECTED CEILING PLAN FOR LOCATIONS.

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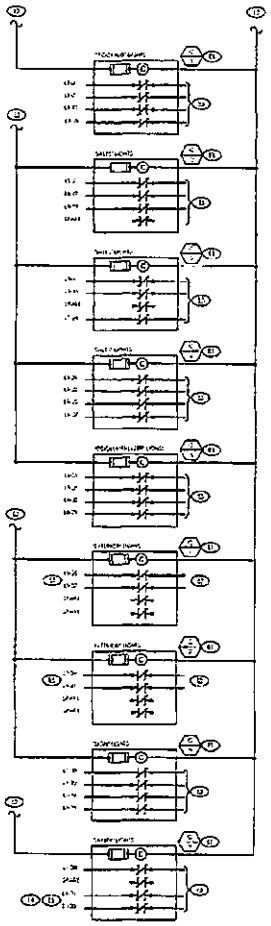
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Drawing Name:

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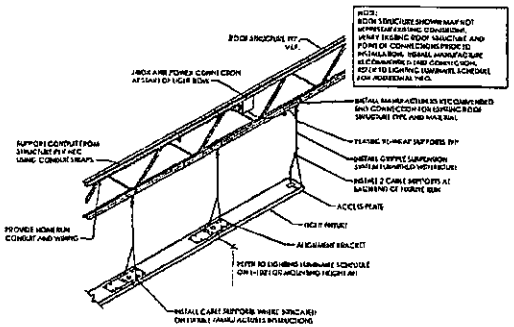


D1 Lighting Control Diagram

LIGHTING LUMINAIRE SCHEDULE

MARK NO.	DESCRIPTION	MANUFACTURER	REMARKS
L1	1' WRAP-IN LED FACE	[illegible]	
L2	Canopy 30 LED Square	[illegible]	
L3	[illegible]	[illegible]	
L4	1' LED Parking Lot Light Fixture with Pole	[illegible]	
L5	1' LED Parking Lot Light Fixture with Pole	[illegible]	
L6	1' LED Parking Lot Light Fixture with Pole	[illegible]	

EC SHALL BE RESPONSIBLE TO VERIFY FIXTURE AND POLE VOLTAGE ALONG WITH APPROVED MANUFACTURER'S CUT DRAWINGS PRIOR TO ORDER BEING PLACED



A1 Continuous Light Row Suspension Detail

STRIP FIXTURE MOUNTING NOTES (GROUND UP):

STRIP FIXTURE MOUNTING NOTES (BEHIND FIN):

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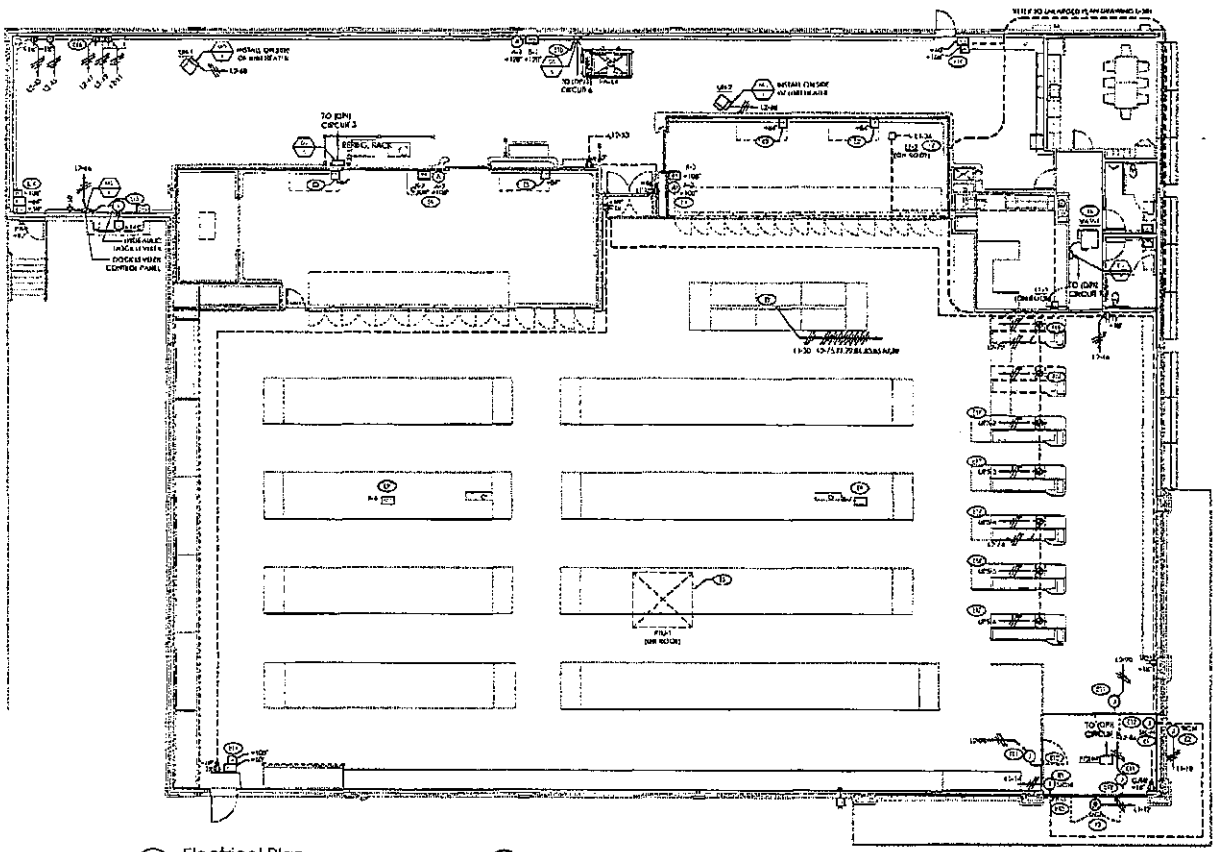
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Schedules & Diagrams
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D1 Electrical Plan

GENERAL ELECTRICAL NOTES:

1. ALL LIGHT DIMENSIONS (e.g., 4'-0") ARE DRAWING / PANEL FIGURE TO THE CENTERLINE OF THE FIXTURE.
2. REFER TO SHEET E-001 FOR MATERIAL LIST AND GENERAL INSTALLATION NOTES.
3. REFER TO SHEET E-201 FOR FIELD AND BUILT-IN WIRING REQUIREMENTS.
4. REFER TO SHEET E-401 FOR LINEDIAGRAM DIAGRAM.
5. REFER TO SHEETS E-401 FOR SCHEDULE OF CIRCUITS FOR PANELS T1 & T2.
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. AS REQUIRED BY ANY LOCAL JURISDICTION, FIRE ALARM SYSTEM CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A COMPLETE FIRE ALARM SYSTEM MEETING ANNUNCIATION, HEADS, PULL STATIONS, DETECTORS, ETC. 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 BOXES AND BRANCH CIRCUITS FOR EXTERIOR MARQUEE SIGN. JUNCTION BOX SHALL BE MOUNTED 12" ABOVE VESTIBULE CEILING. ALL CONDUIT RUNS AND ROOFTOP PENETRATIONS SHALL BE COORDINATED WITH ROOFING CONTRACTOR TO MAINTAIN ROOF WARRANTY. REFER TO ROOF PLAN FOR ROOFTOP PENETRATION LOCATIONS. FIELD VERIFY EXACT LOCATION WITH GENERAL CONTRACTOR. SIGN INSTALLED AND WIRED BY SIGN CONTRACTOR. SIGN CONTRACTOR TO PROVIDE ALL NECESSARY CONDUIT, WIRE, AND ACCESSORIES FOR A COMPLETE INSTALLATION. REFER TO ELEVATIONS FOR SIGN LOCATION AND SIZE.
2. INSTALL JUNCTION BOXES AND BRANCH CIRCUITS FOR DOOR SIGNS. VERIFY MOUNTING AND REQUIREMENTS WITH GENERAL CONTRACTOR, SIGN INSTALLER AND ARCHITECTURAL ELEVATIONS.
3. RUN ALL MOUNTING JUNCTION BOX WITH 1/2" EMT STUBBED THROUGHOUT OF CEILING AND FURRING. TERMINATE EACH WIRE IN SIGN JUNCTION BOX WITH APPROVED CONNECTOR. CONDUIT PENETRATIONS THROUGH FURRING SHALL BE SEALED AND FIRE STOPPED PER NEC 300.7
4. SEAL ALL CONDUITS AND CONDUIT PENETRATIONS THROUGH COOLER AND FREEZER WALLS WITH LISTED SEALING COMPOUND APPROVED FOR REFRIGERATION CONSTRUCTION. CONDUITS PASSING THROUGH COOLER WALLS SHALL BE SEALED AND SLOPED PER NEC 300.7
5. ROOF MOUNTED ON ROOF, REFER TO E200-501 AND E201-501 FOR WIRING DIAGRAMS.
6. WALL MOUNTED ABOVE CEILING, REFER TO E-401 FOR WIRING REQUIREMENTS.
7. SWITCH #1-3 AND #2-3 WIRED AS SYSTEM THROUGH CONTACTOR ENCLOSURE, REFER TO CONTROL DIAGRAM ON E-401
8. LOCATE POWER FOR ALL ABOVE WALL MERCHANDISE. REFER TO DETAIL ELEVATIONS FOR INSTALLATION REQUIREMENTS.
9. SALES FLOOR CAMERAS SHALL BE MOUNTED IN THE WALL ABOVE (VERTICAL PENDANT) TO SIDE OF LANE CAMERA IS MONITORING. ALL CAMERAS ARE NOT CONTAINED IN THE ABOVE MOUNTING LOCATIONS. REFER TO DWG SE1.1 FOR FULL AND SURFACE WIRING DIAGRAM.
10. PROVIDE PERMIT CONDUIT BETWEEN DISCONNECT AND FAN FOR LONG ENOUGH SO MOTOR EASILY FROM WALL MOUNTING. DISCONNECT SHALL BE LOCATED BY LEASING AGENT WALL WITH LINE OF SIGHT TO FAN. COORDINATE POWER FEED LOCATION WITH EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN.
11. P.C. WIRE DETAIL JUNCTION BOX ABOVE DOOR IN ENTRY AREA. EXTEND HEATING CABLES AND CONDUCTORS THROUGH WALL INTO 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-1 AT +60" IN THE VESTIBULE DOOR JAMB, PERPENDICULAR TO GLASS IN LOCATION SHOWN. VERIFY EXACT LOCATION WITH AHJ'S P.T.
14. FOR SECURITY EQUIPMENT FOR CONTROLS AND JUNCTION BOX REQUIREMENTS AT DOORS, REFER TO ARCHITECTURAL INTERIOR ELEVATIONS AND CONSTRUCTION PLANS. INSTALL JUNCTION BOXES AND CONDUIT 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 DOOR LEVELER. COORDINATE WITH EQUIPMENT INSTALLER. REFER TO ARCHITECTURAL DRAWINGS FOR OVERHEAD DOOR DETAILS.
16. CENTER RECEPTACLES ALONG SHELF. INSTALL RECEPTACLES 18" ABOVE SHELF SURFACE. 12" DAY CHORD, PROVIDE 6'-0" LONG 360° CORD AND PLUG ON BATTERY CHARGER.
17. WIRE THROUGH CIRCUIT BREAKER IN PANEL T1 WITH 3#12AWG IN 3/4"C CONDUCTOR IN CONDUIT. REFER TO SHEET E-401 ON DRAWING E-401 FOR WIRING DIAGRAMS. ALL UPS TO BE IN ACCESSIBLE LOCATIONS. INSTALL AS LABELED ON DEVICE FACEPLATE. "UPS-#" WHERE # = CIRCUIT NUMBER.
18. INSTALL JUNCTION BOXES AND CONDUITS WITH ATTACHED AS SHOWN AS POSSIBLE FOR FUTURE CHECK OUTS. UPS CIRCUITS SHALL BE LABELED AND TERMINATED IN JUNCTION BOX ABOVE UPS LOCATION FOR FUTURE INSTALLATION OF ADDITIONAL UPS AND TERMINATIONS.

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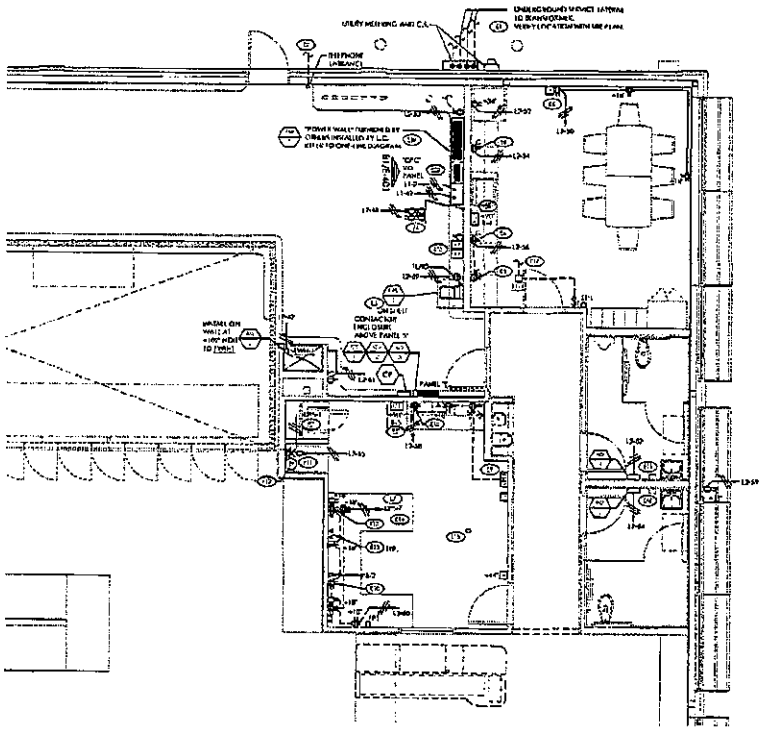
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Electrical Plan
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Enlarged Plan
Office, Break Room and Utility
B1

ENLARGED PLAN KEYNOTES

E1 ELECTRICAL SERVICE ENTRANCE REFER TO ONE-LINE DIAGRAM SHEET E-601. FULLY COORDINATE METERING AND CONDUIT REQUIREMENTS WITH UTILITY COMPANY PRIOR TO BID.

E2 T.C. SHALL PROVIDE 3" MINIMUM PVC CONDUIT WITH PULLSTRING FOR TELEPHONE, TERMINATING 18" ABOVE FINISH FLOOR IN BACK OF BUILDING. VERIFY LOCATION AND EXACT REQUIREMENTS WITH TELEPHONE COMPANY. LEAVE 12" MINIMUM OF SLACK WIRE AT BOTH ENDS OF CONDUIT. INSTALL PULLBOX AS REQUIRED BY TELEPHONE COMPANY. REFER TO ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION. BOND TO GROUND BAR IN PANEL B WITH #6 BARE COPPER GROUND.

E3 REFER TO A101-301 FOR WIRELESS BACKBOX OF DEVICE AND SPECIAL OUTLET AND ANTENNA LOCATIONS. ANTENNA TO BE MOUNTED ON THE WALL, WHERE SHOWN. COORDINATE TYPE AND EXACT LOCATION WITH WALL AND UNIT VENDOR. VERIFY EXACT LOCATION WITH ALL EXISTING EQUIPMENT. G.C. SHALL COORDINATE UPS SYSTEM WITH ALDI REPRESENTATIVE AT TIME OF PUNCH LIST.

E4 LOCATE TWO RECEPTACLES SPACED 6" ON CENTER AT THE A.D.T. AND TWO RECEPTACLES SPACED 6" ON CENTER 9'-6" FOR SECURITY SYSTEM AND PHONE PAGER. COORDINATE LOCATION WITH ALDI SYSTEM INSTALLER PRIOR TO ROUGH-IN.

E5 STRIKE SHALL BE SURFACE MOUNTED IN LOCATION INDICATED BY MANUFACTURER. RECOMMENDATIONS. REFER TO E-301 FOR WALL AND BUILDER WIRING DIAGRAM AND E-601 FOR MATERIALS LIST.

E6 RECEPTACLES NOT INSTALLED ABOVE COUNTERS OR HOODS. REFER TO ARCHITECTURAL DRAWINGS. FIELD VERIFY WITH LOCATION OF EQUIPMENT PRIOR TO ROUGH-IN.

E7 WIRE THROUGH CIRCUIT BREAKER IN SERIES WITH MINIMUM #12 CONNECTORS IN CONDUIT. REFER TO A101-301 FOR WIRING DIAGRAM. ALL GFI POWER RECEPTACLES SHALL BE LABELED ON DEVICE FACEPLATE "GFI P" WHERE P = CIRCUIT NUMBER.

E8 PROVIDE DUPLEX CONNECTOR AND SINGLE GANG JUNCTION BOX WITH 3/4" CONDUIT TO ABOVE CEILING FOR TIME CLOCK. RECEPTACLE AND JUNCTION BOX SHALL BE MOUNTED IN HEATHER CONNECTION INDICATED IN ALL ELEVATION WHEN PRESENT OTHER. REFER TO ARCHITECTURAL SHEETS ELEVATIONS FOR LOCATION.

E9 FACILITY MANUS DISPLAY. PROVIDE 3/4" CONDUIT TO ABOVE CEILING FOR COMMUNICATIONS WIRING.

E10 RECEPTACLES TO BE INSTALLED ABOVE COUNTERS OR HOODS. REFER TO ARCHITECTURAL MILLWORK ELEVATIONS. FIELD VERIFY WITH LOCATION OF EQUIPMENT PRIOR TO ROUGH-IN.

E11 JUNCTION BOX AND RECEPTACLE LOCATION IN BACK OF ALCOVE SHALL LOCATED SO THAT THEY ARE NOT OBSTRUCTED BY BACK FRAMING AND BRACING. REFER TO ARCHITECTURAL MILLWORK ELEVATIONS FOR COORDINATION. COMPUTER GRADE CABLES AND INSTALLATION MUST BE BY OTHERS.

E12 PROVIDE 3/4" CONDUIT WITH PULLSTRING FOR SPEAKER WIRING. REFER TO ARCHITECTURAL MILLWORK ELEVATIONS FOR BOX AND RECEPTACLE LOCATIONS.

E13 PROVIDE SINGLE GANG BOX AND 3/4" CONDUIT TO ABOVE CEILING FOR CEILING. REFER TO ARCHITECTURAL MILLWORK ELEVATIONS.

E14 REFER TO ARCHITECTURAL MILLWORK ELEVATIONS FOR COORDINATION OF COMPUTER CABLE AND RECEPTACLE LOCATIONS. COMPUTER GRADE CABLES AND INSTALLATION MUST BE BY OTHERS.

E15 DUCT SMOKE READER 3'-0" STANDING SPACE BY LOCATION AS LISTED TO FIRE MARSHALL. COORDINATE LOCATIONS WITH FIRE MARSHALL PRIOR TO ROUGH-IN.

E16 INSTALL HEATH MANUFACTURED RECEPTACLE PER ARCHITECTURAL MILLWORK ELEVATIONS FOR LOCATION AND MOUNTING HEIGHT.

E17 PROVIDE 15-A IN BREAK ROOM WITH A DIGITAL TIMER SWITCH SWITCH SET TO 30 MIN PRE DELAY. PROVIDE POWER TO 15-A FROM LIGHTING CIRCUIT.

E18 PROVIDE 2" RIGID GALVANIZED STEEL CONDUIT VERTICAL 3" BELOW ROOF SLOPE UP THROUGH ROOF, TERMINATE WEATHER HEAD AT CONDUIT END ASSEMBLY + MINIMUM 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 PME DRAWINGS FOR ADDITIONAL INFORMATION ON EMS DEVICES MOUNTED IN POWER WALL.

E20 ELECTRICAL CONTRACTOR SHALL PROVIDE 10" DIAMETER ELECTRICAL CLEARANCE WARNING LABEL AS OBTAINABLE BY MACRODYNE #LB-10-C. COORDINATE INSTALLATION LOCATION WITH ARCHITECTURAL DRAWINGS AND G.C.

E21 MAY COORDINATE GENERATOR CONNECTION REQUIREMENTS AND RECEIVE APPROVAL FROM UTILITY COMPANY AND ALDI REP. VERIFY FINAL LOCATION OF GENERATOR CONNECTION BOX WITH ALDI REP PRIOR TO INSTALLATION. REFER TO ONE-LINE DIAGRAM FOR MORE.

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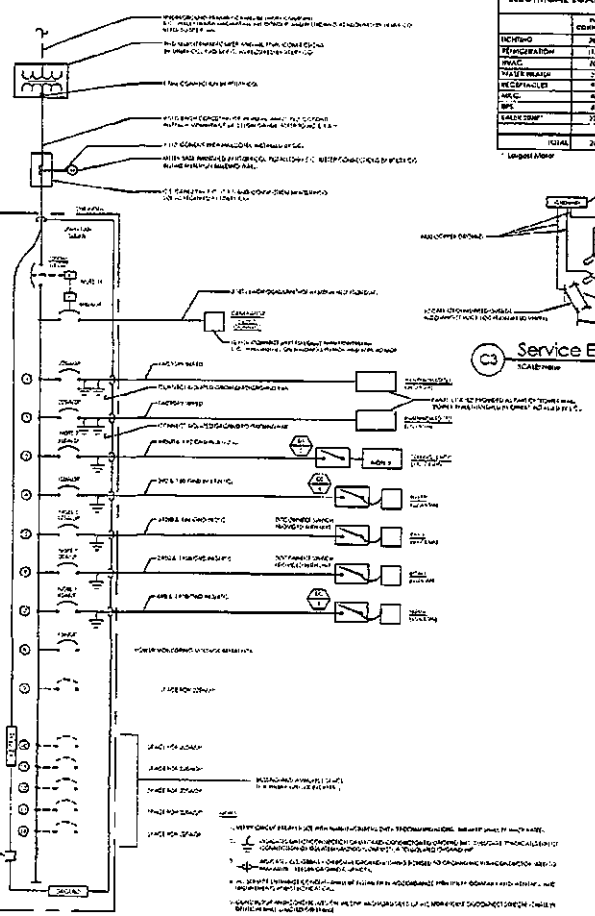
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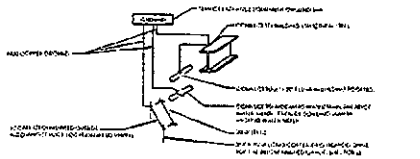
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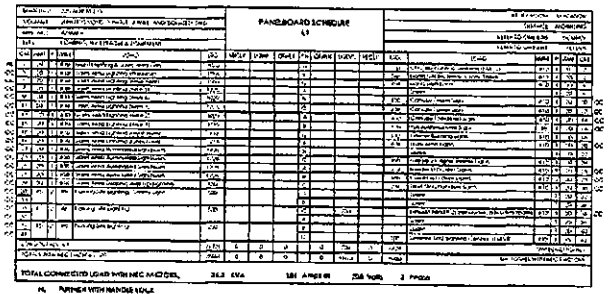
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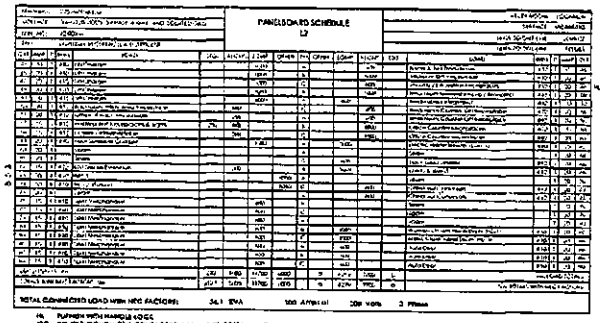
D1 One-Line Diagram



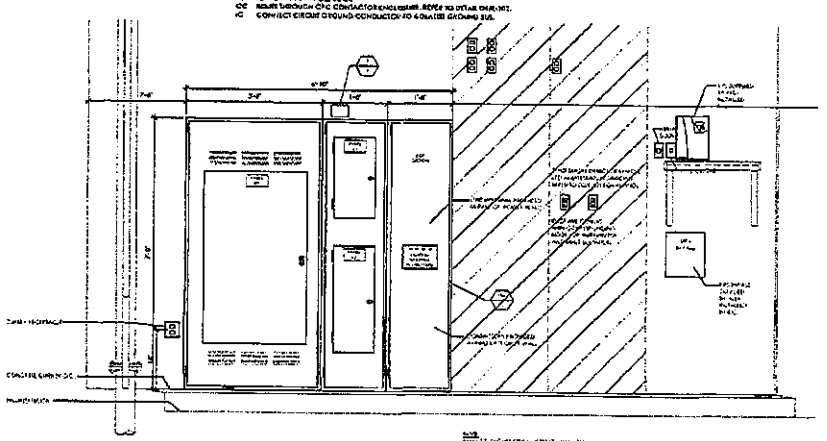
C3 Service Entrance Grounding Detail



PANELBOARD SCHEDULE L1



PANELBOARD SCHEDULE L2



B1 Utility Area Elevation

ELECTRICAL LOAD SUMMARY		
	Non-Coincident	VA/SQ FT
LIGHTING	28.6	23.7
REFRIGERATION	116.7	113.7
HVAC	30.9	30.6
WATER HEATER	2.8	2.8
RECEPTACLES	8.5	8.3
MISC.	4.7	4.7
BPS	8.5	8.5
SALES FLOOR*	33.3	21.9
TOTAL	264	201

* Largest Meter

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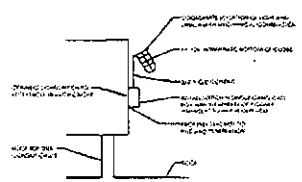
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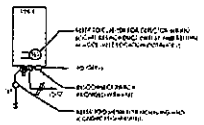
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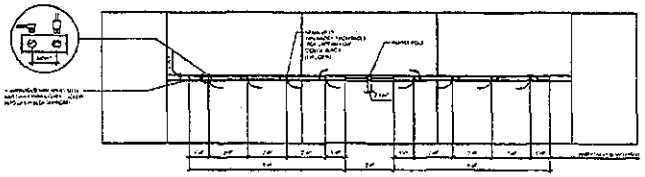
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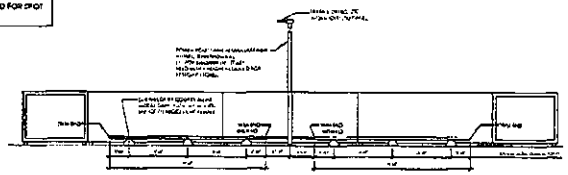
D3 RTU Service Light Mounting Detail



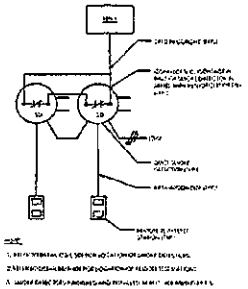
C3 RTU-1 Detail



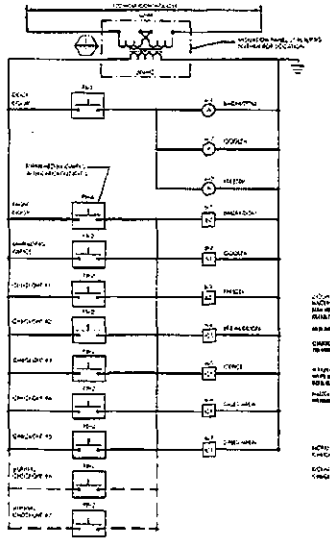
NOTE:
CONTRACTOR SHALL FIELD VERIFY RECEPTACLE TYPE REQUIRED FOR SPOT MERCHANDISER UNIT.



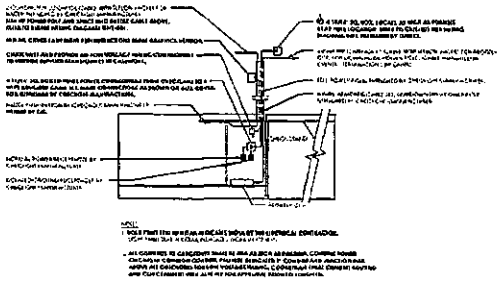
B2 Spot Merchandiser Raceway Detail



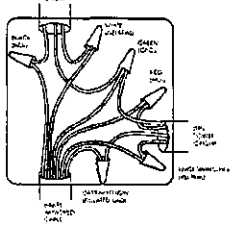
C2 Duct Smoke Detector Wiring Detail



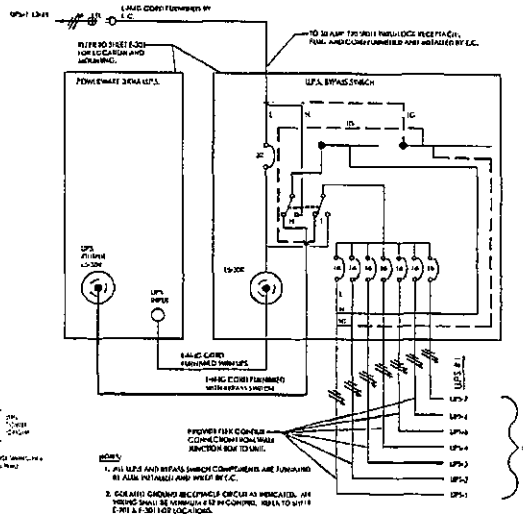
D1 Bell and Buzzer Wiring Diagram



C1 Checkout Wiring Detail



B1 Checkout Wiring Diagram



A1 UPS Wiring Diagram

	D	C	B	A

Issued:	Date:
A Issued for Use Agreement	12/10/14
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Revisions:	Date:
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PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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Others Attention
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APB ENGINEERING & ARCHITECTURE, PLLC
665 Fishers Run
Victor, NY 14564
585.742.2570

Picard Engineering

ALDI Inc.
Division Address
Division City, Division State, Zip

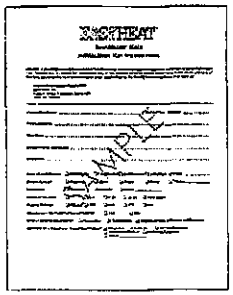
ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

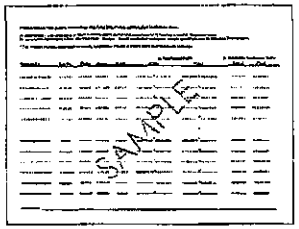
Electrical Details
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	E-501
Scale: As Noted	Drawing No.

Plotted: 12/10/2014 7:52 AM

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



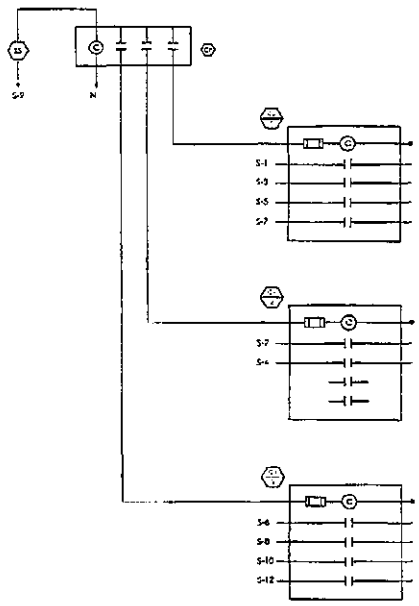


NOTE:
CONTRACTOR SHALL FOLLOW ALL INSTALLATION CHECKLISTS AND INSTRUCTIONS INCLUDING DIMENSIONED ILLUSTRATION ITEM RECORD FORMS AS SHOWN IN THE SAMPLE ILLEGAL ITEM RECORD FORMS ARE PROVIDED IN THE INSTALLATION KIT. A COPY OF THE N.M. RECORD DOCUMENTATION INCLUDING RECORD DRAWING OF THE INSTALLATION SHALL BE LOCATED NEAR THE SNOW MELT CONTROL PANEL.

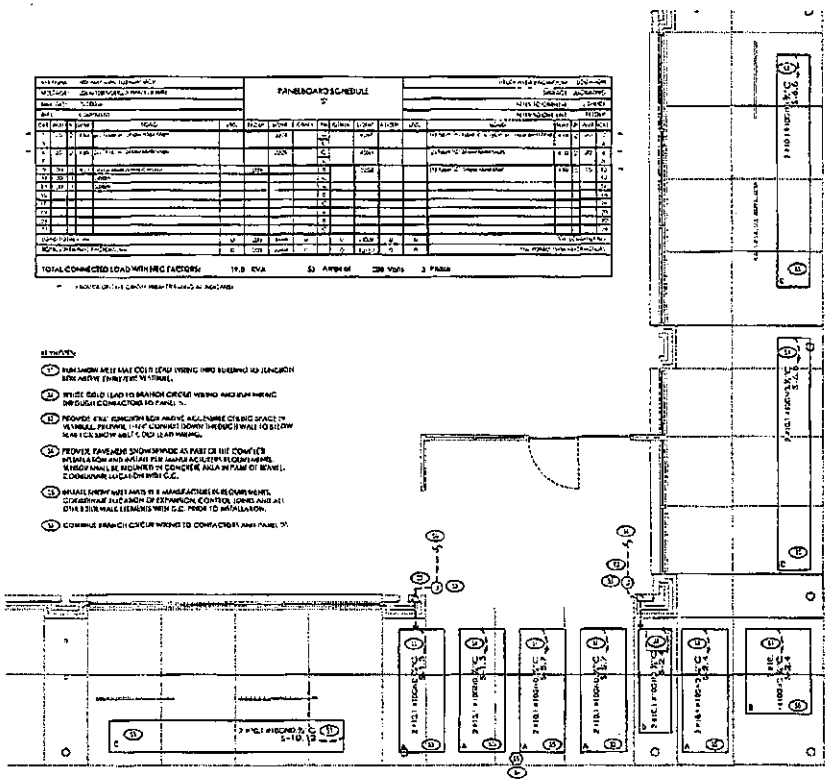
SNOW MELTING SYSTEM MAT SCHEDULE

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	26.00	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 MUST BE MANUFACTURED WITH ENVIRONMENTAL AUTOMATION COMPANY. NEED TO MAINTAIN 150 OHMS/MIC (+20%) FOR ADDITIONAL SYSTEM COMPONENTS.



02 Snow Melting Control Diagram



01 Snow Melting System Plan

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Revisions:	Date:
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PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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615 Fishers Run
Victor, NY 14564
585-742-2930
www.apdpllc.com

Picard Engineering

ALDI Inc.

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.

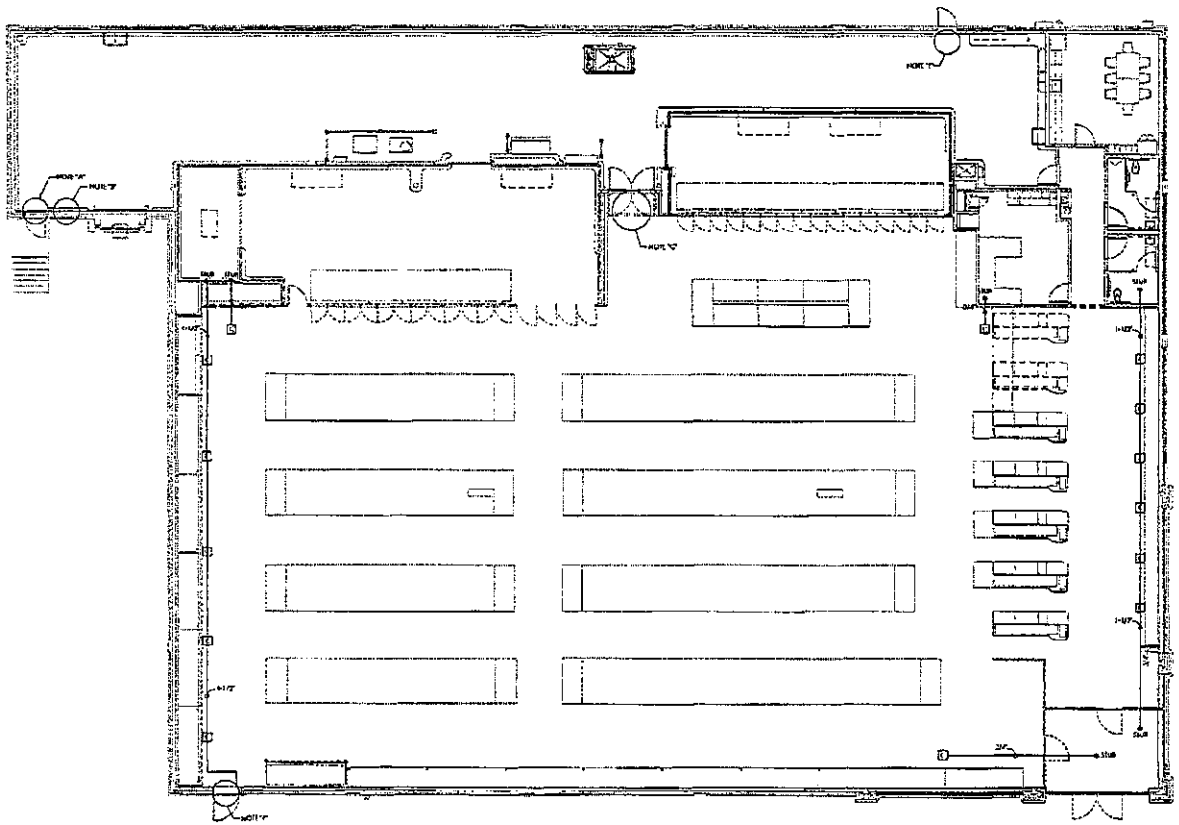
PLOTTED: 5/5/2016 11:48 AM

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

	COMPANY	SIGNATURE	DATE
SYSTEM VENDOR			
GENERAL CONTRACTOR			
ELECTRICAL CONTRACTOR			

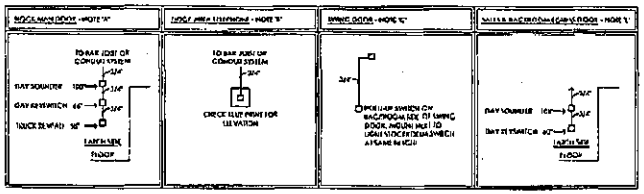
SIGN-OFF PROCEDURE:

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 ACKNOWLEDGE 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. SHALL THEN THEN SIGN AND DATE WITH THEIR COMPANY NAME INDICATING THAT THEY ACCEPT THE MARKED UP PLAN WITH E.C.



GENERAL SECURITY CONDUIT NOTES:

- 1-1/4" CONDUIT SHALL BE USED AT DOORS, LOWER & MIDDLE BARS AND CEILING PENDANT IN OFFICE AREA & VESTIBULE.
- ALL JUNCTION BOXES ARE 4x4 BOXES AND MOUNTED ON 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.



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.

B1 Security System Conduit Plan

SCALE: 1/8" = 1'-0"

Issued:	Date:
A Issued for Use/Reference	08/05/16
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Revisions:	Date:
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PROJECT ARCHITECT/ENGINEER DATE

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APD ENGINEERING & ARCHITECTURE, PLLC
612 Fishers Run
Victor, NY 14564

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:

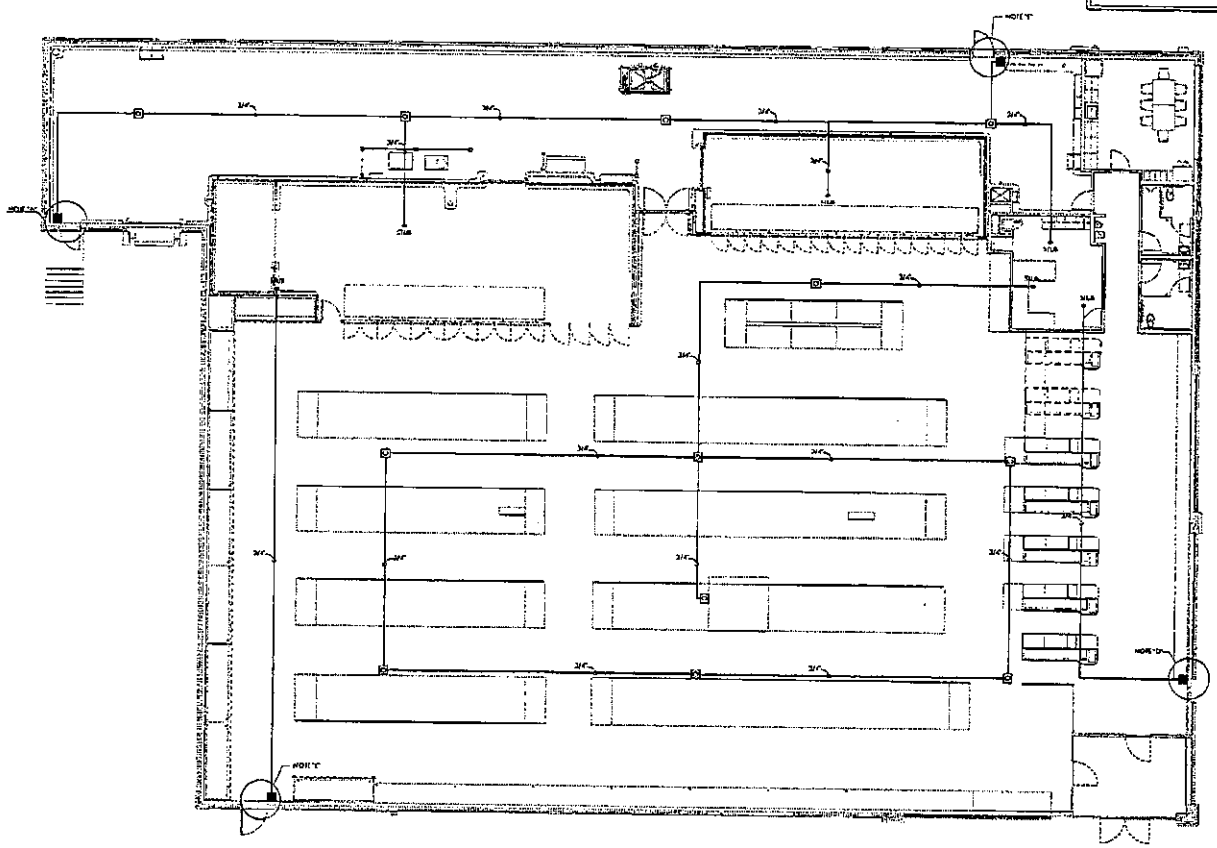
Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	CLP-101
Scale: As Noted	Drawing No.

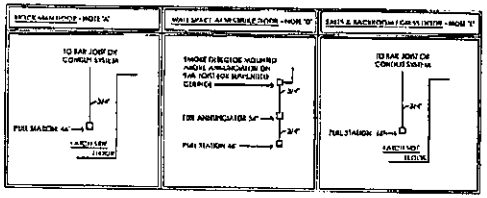
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

	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 ONE 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 SIGN AND DATE WITH HIS COMPANY NAME INDICATING THAT THEY ACCEPTING MARKED UP PLAN WITH E.C.





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.

D1 Fire Alarm Conduit Plan

Issued:	Date:
A Issued for Bid/Permit	06/09/16
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D	
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Revisions:	Date:
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615 Pehem Run
Victor, NY 14564

ALDI Inc.
Division Address
Division City, Division State, Zip

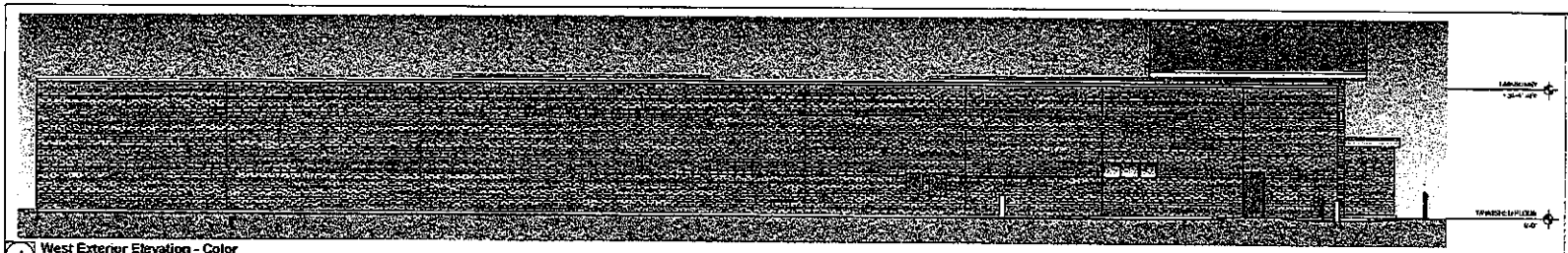
ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Fire Alarm Conduit Plan
Drawing Name:

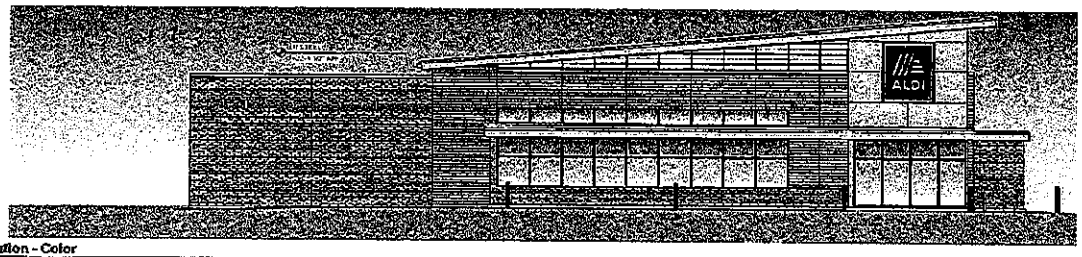
Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	CLP-102
Scale: As Noted	Drawing No.

EXHIBIT "F"

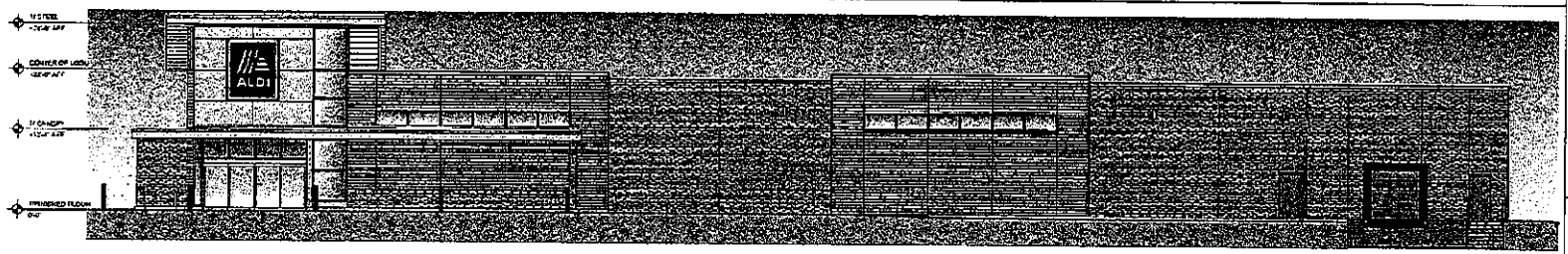
TENANT'S APPROVED SIGNAGE



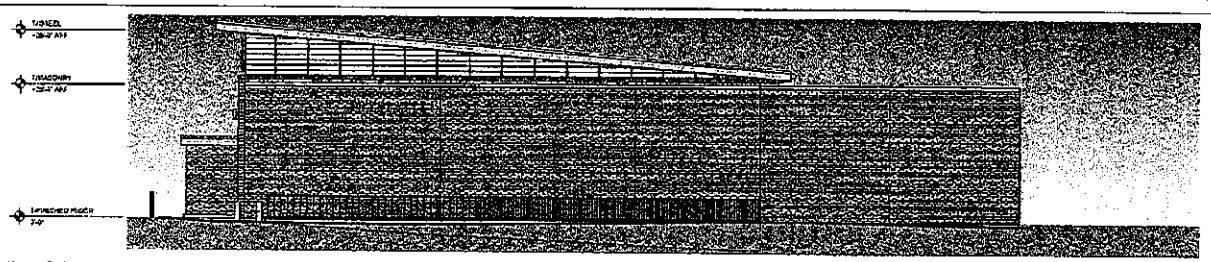
4 West Exterior Elevation - Color
Scale: 1/8" = 1'-0"



3 South Exterior Elevation - Color
Scale: 1/8" = 1'-0"



2 East Exterior Elevation - Color
Scale: 1/8" = 1'-0"



1 North Exterior Elevation - Color
Scale: 1/8" = 1'-0"

Issued:	Date:
A PRELIMINARY ELEVATIONS	09/23/2010
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Revisions:	Date:
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PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

Farnsworth GROUP

ALDI Inc.

ALDI Inc.
CRESTWOOD
CRESTWOOD RIVER CROSSING

Project Name & Location:

EXTERIOR ELEVATIONS

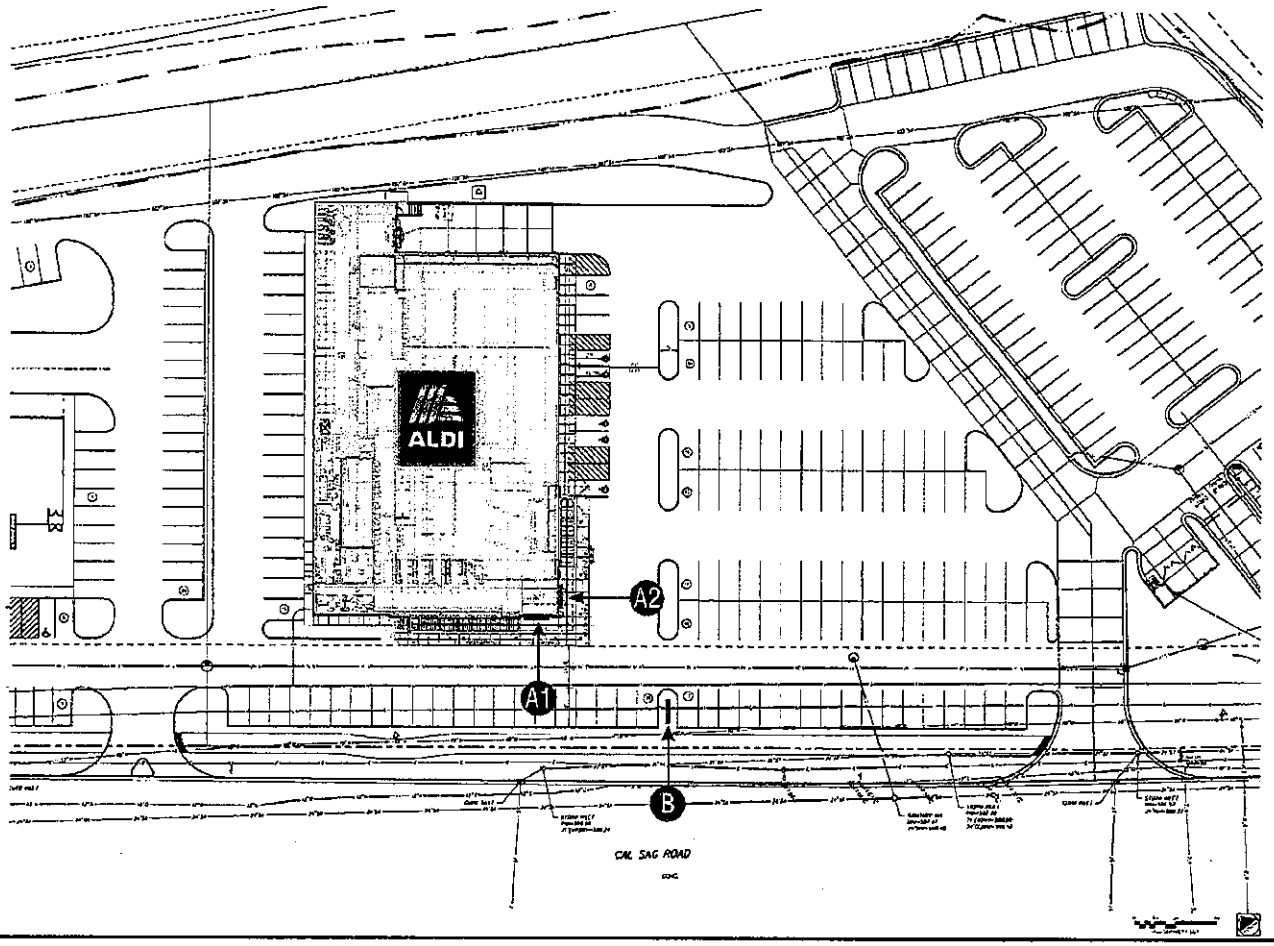
Drawing Name:

Date: 09/23/2010
Type: ARRIDVI
Drawn By: AW
Scale: As Noted

Project No.
0180095.00

A-201
Drawing No.

D C B A



DOYLE

GENERAL SIGN CONTRACTORS

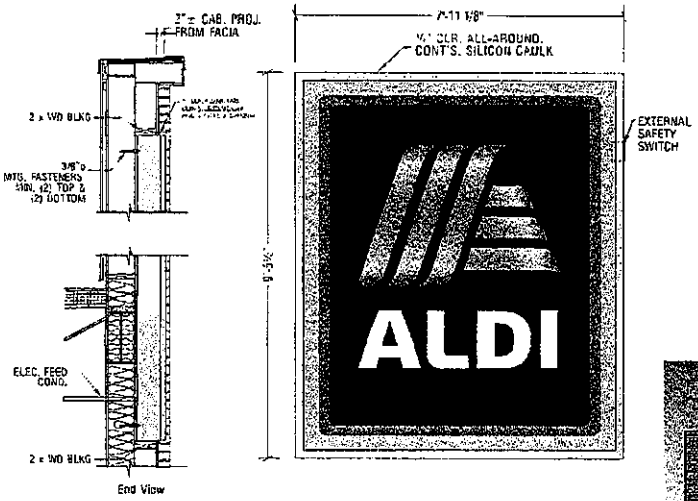
DATE	REVISION

CUSTOMER APPROVAL DATE

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CLIENT	ALDI #488						
ADDRESS	4900 CAL SAG RD.						
CITY	CRESTWOOD	STATE	IL	DESIGNER	KM	SALESPERSON	TD
DRWG. NO.	16576	SCALE:	NOTED	DATE:	03.30.2016	SHEET NO.	1

Z:\Design\A\ALDI\CRESTWOOD IL\ALDI - CRESTWOOD IL.cdr



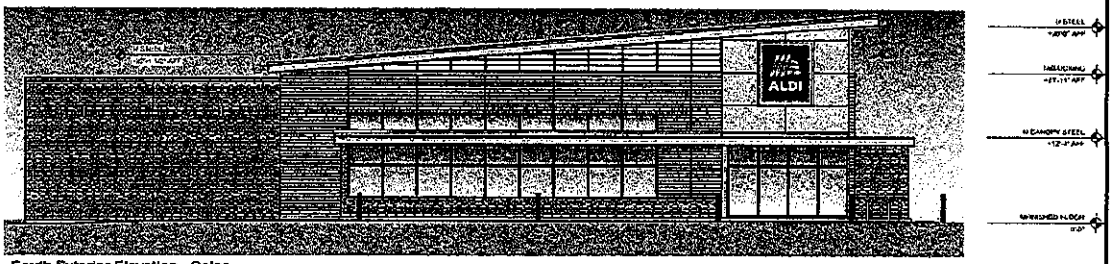
A Standard 'Flex-Face' Illum'd. Wall Sign

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.

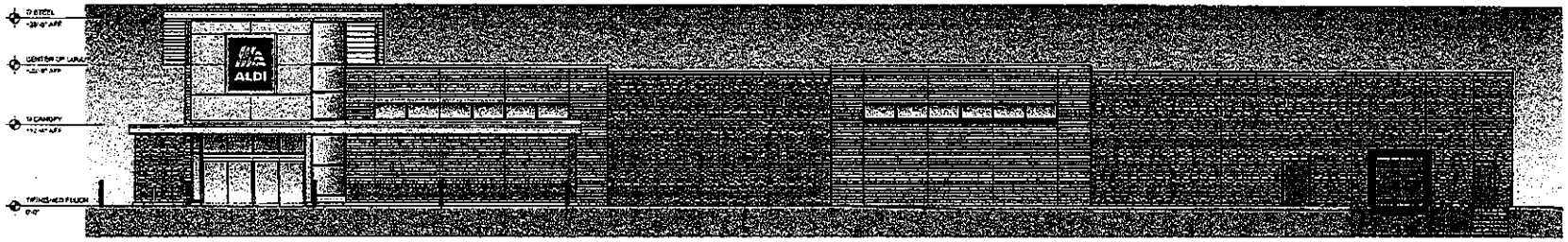
PANTONE COLORS

- 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

GENERAL SIGN CONTRACTORS

DATE	REVISION

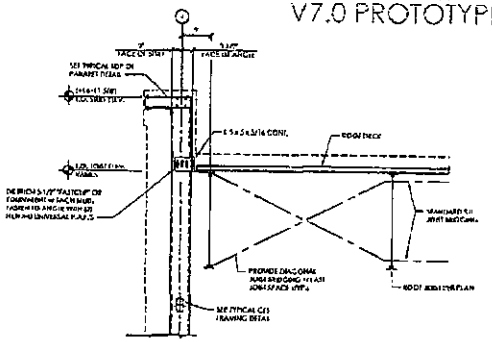
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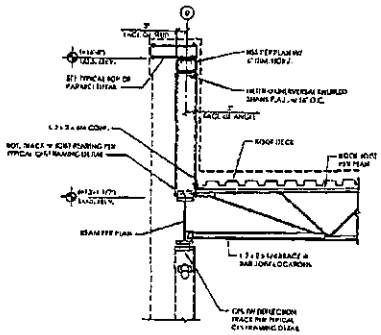
CLIENT	ALDI #48R						
ADDRESS	4800 CAL SAG RD.						
CITY	CRESTWOOD	STATE	IL	DESIGNER	KM	SALESPERSON	TD
DRWG. NO.	16578	SCALE:	NOTED	DATE:	03.30.2018	SHEET NO.	2

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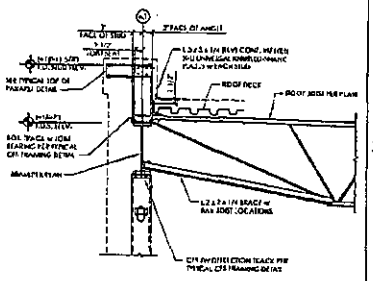
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



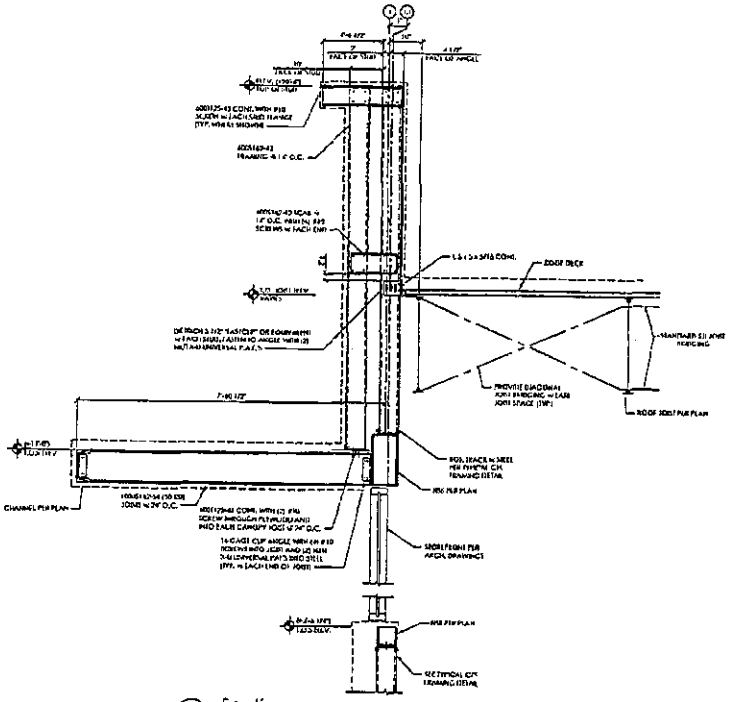
C3 Section



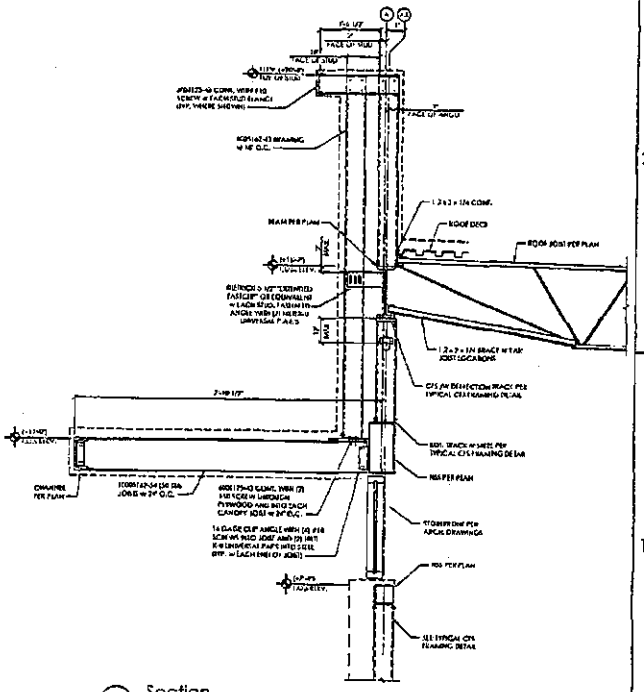
B3 Section



A3 Section



C1 Section



A1 Section

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635 Fathers Run
Victor, NY 14564

ALDI Inc.
Design Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

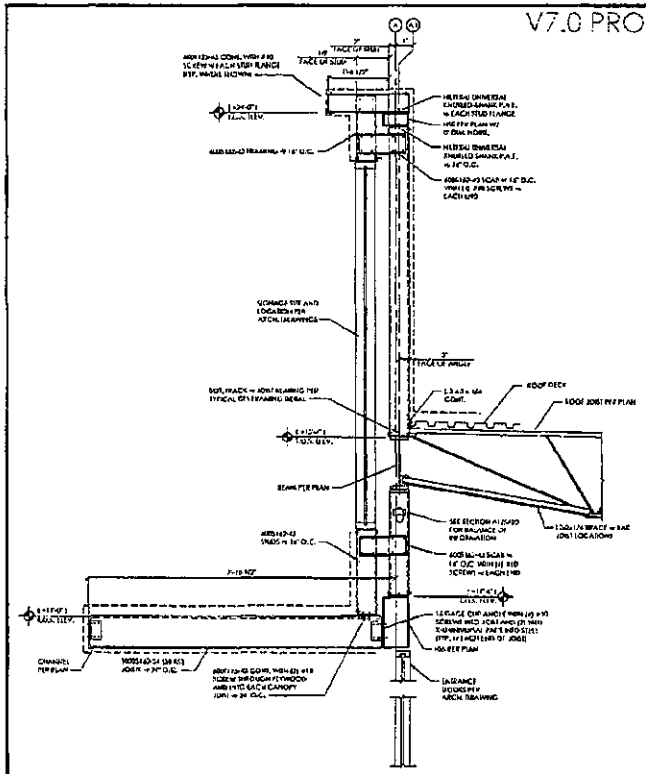
Steel Framing Section & Details
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RISD-V7	
Drawn By: XXX	S-403
Scale: As Noted	Drawing No.

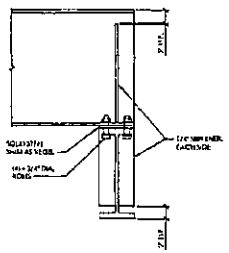
D C B A

1 2 3

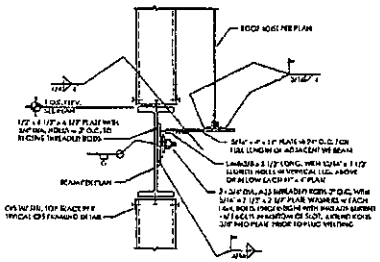
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



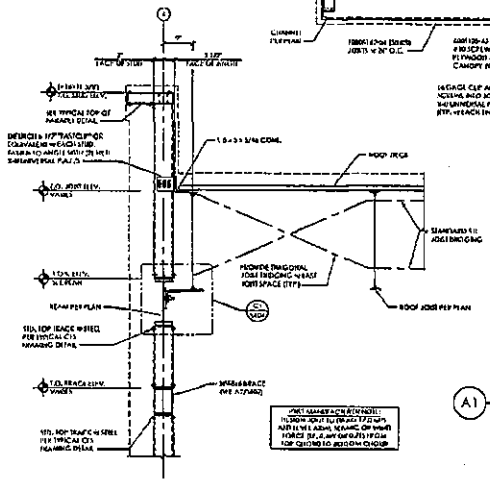
D2 Section



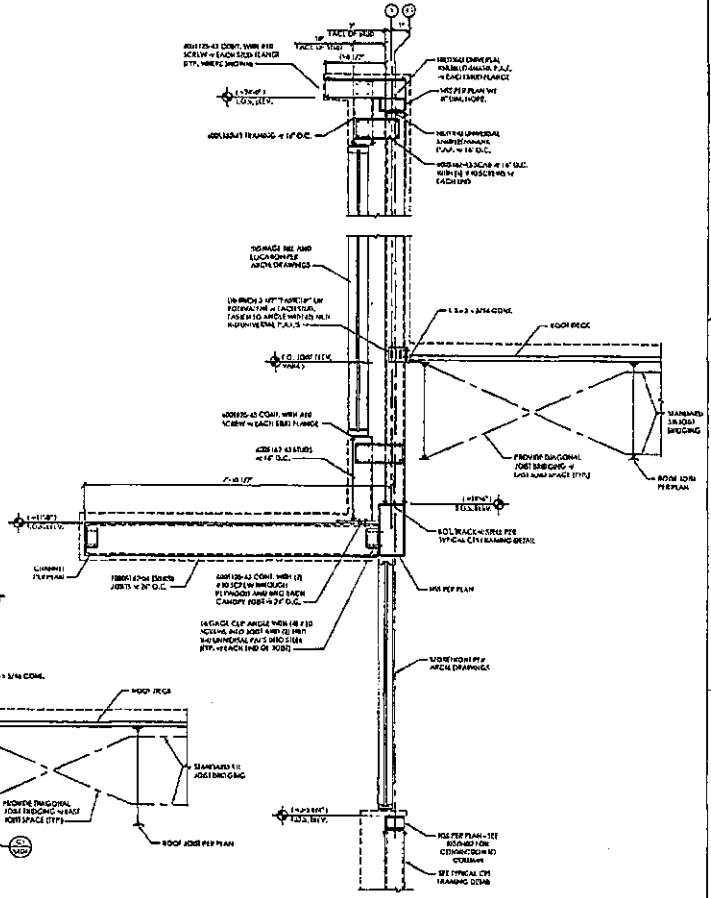
D1 Section



C1 Section



B1 Section



A1 Section

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Revisions:	Date:
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545 Fishers Run
Victor, NY 14564
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www.apdpllc.com

ALDI Inc.
Division of ALDI Inc. Direct City, Delaware 19706, US

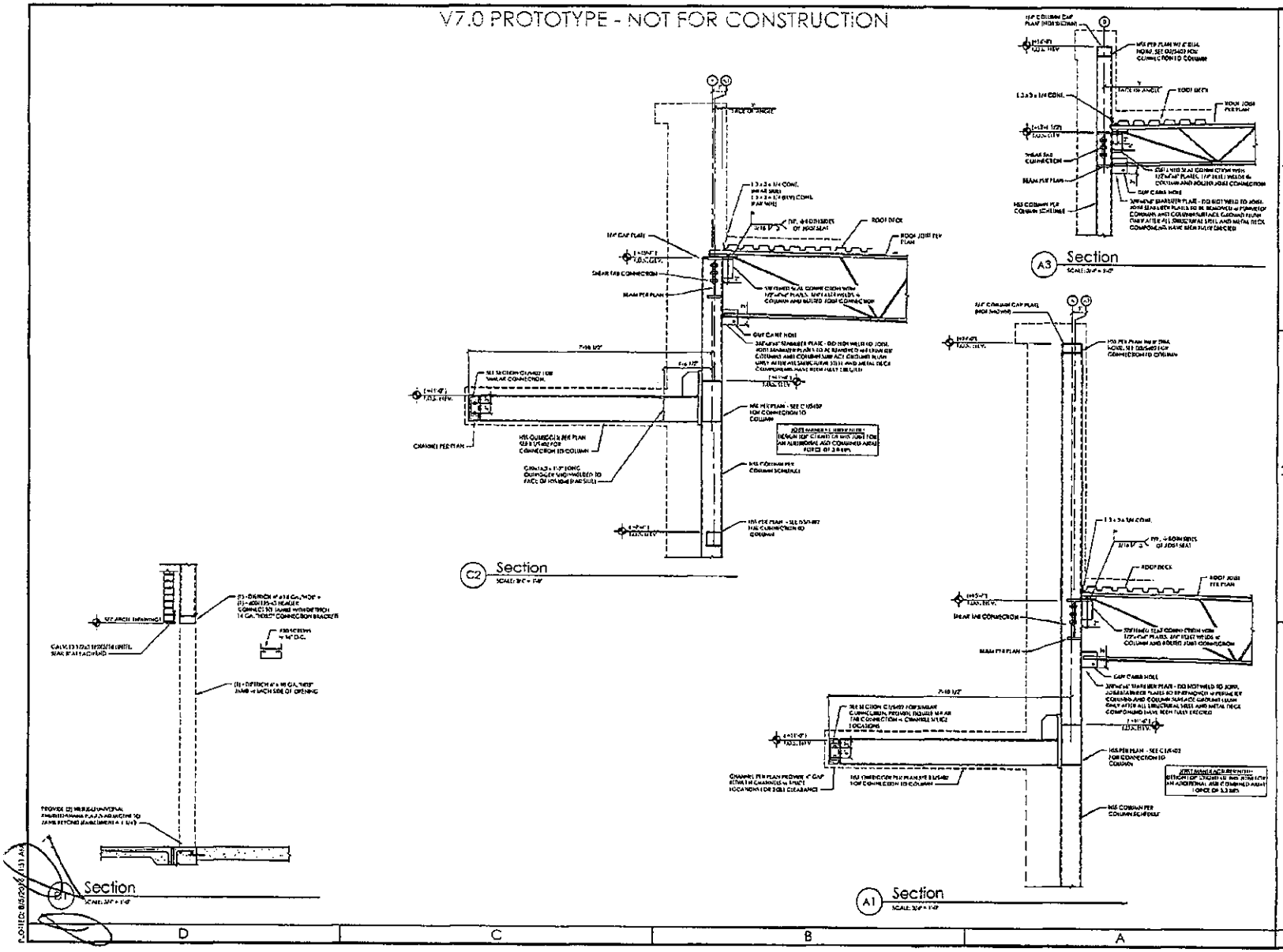
ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Steel Framing
Section & Details
Drawing Name:

Date: Date	Project No.
Type: RNSD-V7	Proj. No.
Drawn By: XXX	S-404
Scale: As Noted	Drawing No.

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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



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Division City, Division State, Zip

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Project Name
Project Address
Project Town, State, Zip
Project County
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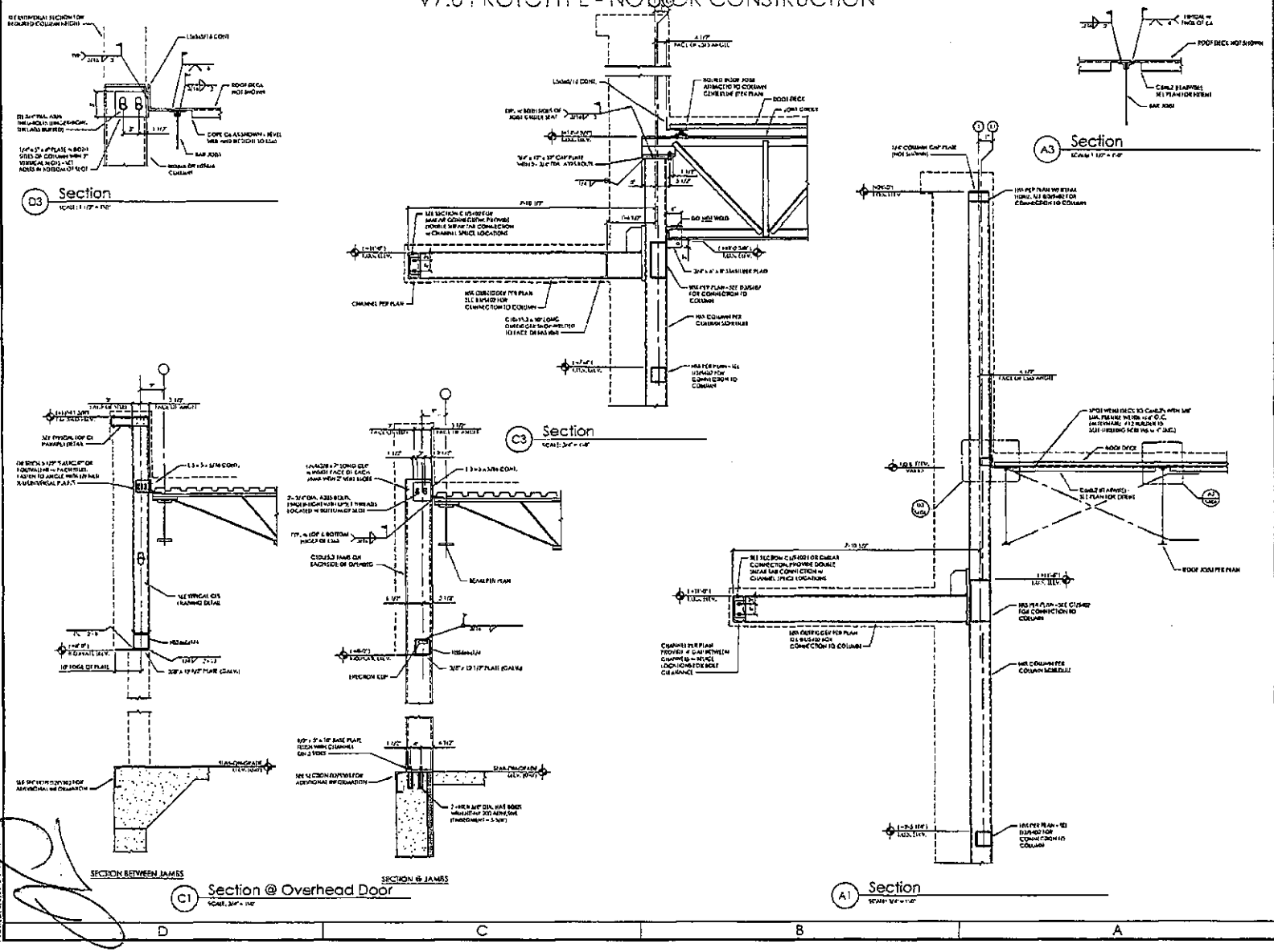
Steel Framing
Section & Details
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
S-405
Drawing No.

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Project County
Project Name & Location

Steel Framing
Section & Details
Drawing Name:

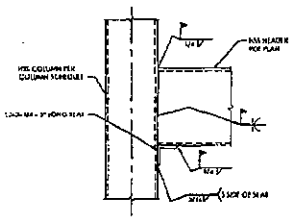
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Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
S-406
Drawing No.

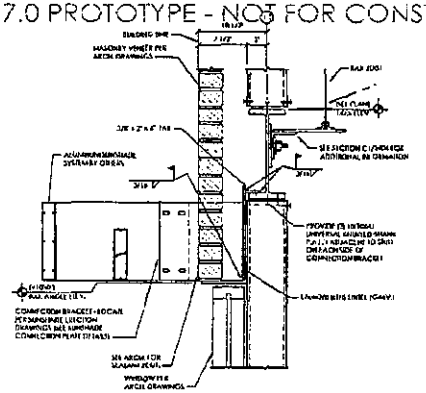
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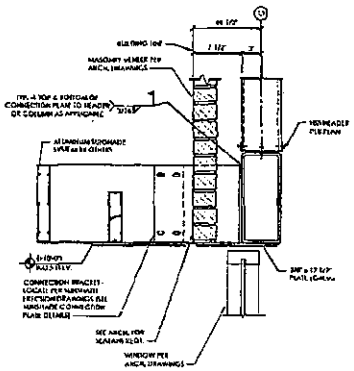
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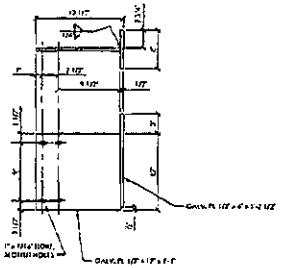
CONNECTION DETAIL
FOR HSS WINDOW HEADER
D3



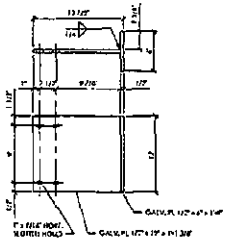
SUN SHADE OUTRIGGER
CONNECTION @ L7x4 LINTEL & BRACE
C3



SUN SHADE OUTRIGGER
CONNECTION @ HSS HEADER
A3



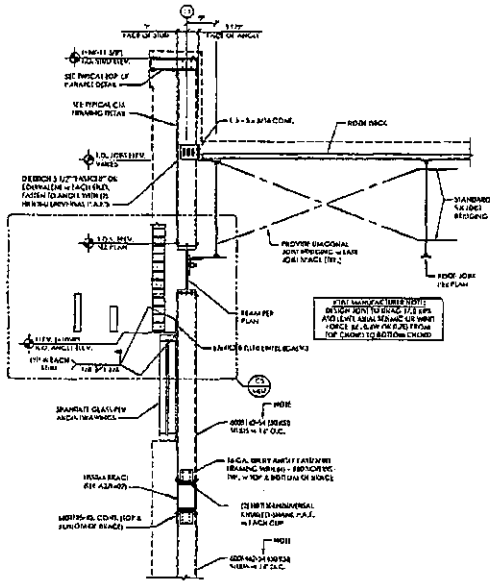
Connection Bracket
(4 REQUIRED)
REFERENCE C1/S407 & C3/S407



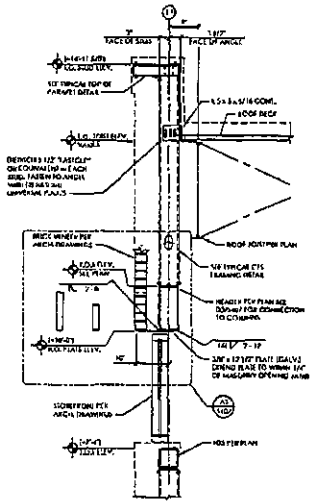
Connection Bracket
(8 REQUIRED)
REFERENCE A1/S407 & A3/S407

NOTES FOR ALL CONNECTION BRACKETS:
1. CONNECTION BRACKETS ARE TO BE HOT DIPPED GALVANIZED AND POWDER COATED WHITE COLOR TO MATCH SUN SHADE.
2. SEE TYPICAL DETAILS SHEET FOR ADDITIONAL STEEL FITTED WASHERS LOCATED BETWEEN BRACKET AND STOREFRONT, SUPPORTED BY SUN SHADE MFR.
3. INSTALLATION OF SUN SHADE PER MFR'S RECOMMENDATIONS.

SUN SHADE
CONNECTION PLATE DETAILS
S1



Section
C1



Section
A1

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Contractor is responsible for verifying all dimensions and conditions at the job site. Any discrepancies found between the drawings and site conditions must be reported to the Architect/Engineer before proceeding with the work. Contractor is responsible for coordinating all trades. Contractor is responsible for all means, methods, techniques, sequences and procedures of construction. Contractor is responsible for safety precautions and programs in connection with the work.

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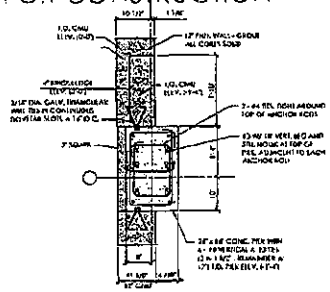
Steel Framing
Section & Details
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	S-407
Scale: As Noted	Drawing No.

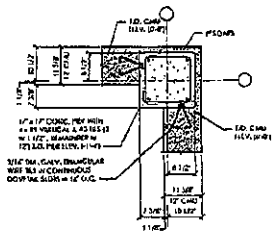
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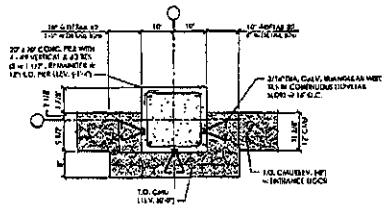
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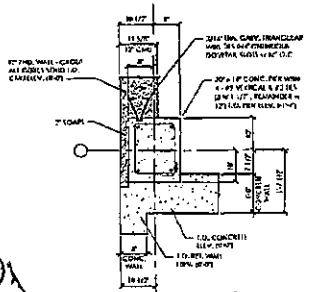
B3 Alternate to B3/S302



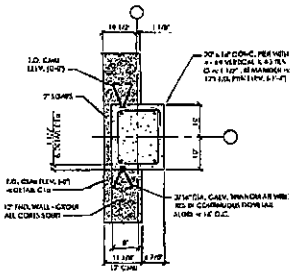
C2 Alternate to C2/S302



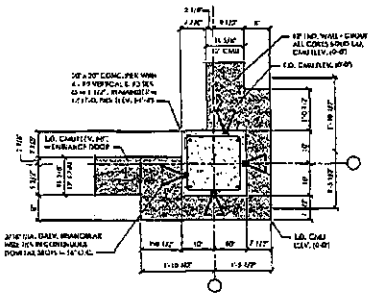
B2 B2a Alternate to B2 and B2a/S302



D1 Alternate to D1/S302



C1 C1a Alternate to C1 and C1a/S302



B1 Alternate to B1/S302

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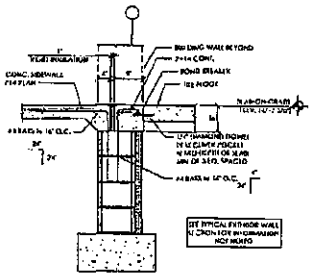
Alternate Details
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Date: Date	Project No.
Type: RHSO-V7	Proj. No.
Drawn By: XXX	S-501
Scale: As Noted	Drawing No.

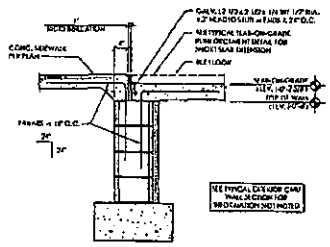
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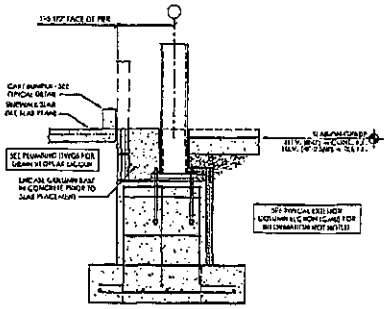
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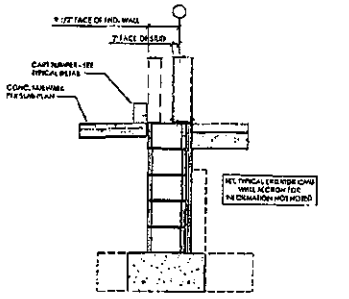
B3 Alternate to B3/S303



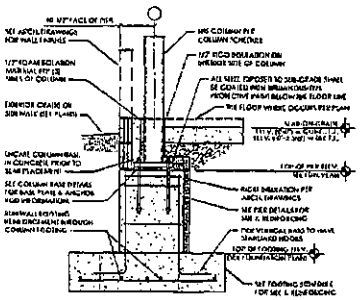
A3 Alternate to A3/S303



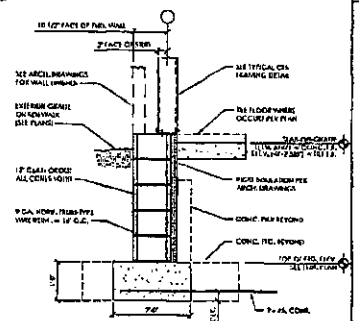
B2 Alternate to B2/S303



A2 Alternate to A2/S303



B1 Alternate to B1/S303
Typical Exterior Column Section (CMU)



A1 Alternate to A1/S303
Typical Exterior CMU Wall Section

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Date: Date
Type: RMSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
S-502
Drawing No.

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V7.0 PROTOTYPE GENERAL NOTES - INTERIOR CONSTRUCTION

ABBREVIATIONS

AB	ANCHOR BOLT	I	INCH / EXPANSION	N	NORTH	S	SOUTH
ACOUST	ACOUSTICAL	INF	INFRARED	NIC	NOT IN CONTRACT	SD	SOAP DISPENSER
ADJ	ADJUSTABLE	INSUL	INSULATION	NO	NUMBER	SECT	SECTION
AFF	ABOVE FINISH FLOOR	INT	INTERIOR	NOM	NOMINAL	SHT	SHEET
AGGR	AGGREGATE	JAN	JANITOR	NTS	NOT TO SCALE	SIM	SIMILAR
AHU	AIR HANDLING UNIT	JT	JOINT	OA	OVERALL	SPEC	SPECIFICATION
ALUM	ALUMINUM	KIT	KITCHEN	OC	ON CENTER	SQ	SQUARE
ANOD	ANODIZED	LAB	LABORATORY	OD	OUTSIDE DIAMETER	SS	STAINLESS STEEL
APPROX	APPROXIMATE	LAM	LAMINATE	OH	OVERHEAD	STD	STANDARD
ARCH	ARCHITECT(URAL)	LAV	LAVATORY	OPNG	OPENING	STL	STEEL
ASPH	ASPHALT	LB	POUND	OPP	OPPOSITE	STOR	STORAGE
BD	BOARD	LT	LIGHT	ORD	ORDINANCE	STRUCT	STRUCTURAL
BLDG	BUILDING	MAX	MAXIMUM	OVHD	OVERHEAD	SUSP	SUSPENDED
BLK	BLOCK	MECH	MECHANICAL	PAINT	PAINTED	SYM	SYMMETRICAL
BLK (S)	BLOCK (ING)	MEMB	MEMBRANE	PART	PARTITION	T	TREAD
BOT/BTM	BOTTOM	MET	METAL	PERF	PERFORATED	TEL	TELEPHONE
CAB	CABINET	MFR	MANUFACTURER	PL	PLATE	TEMP	TEMPERATURE
CAP	CAPACITY	MIN	MINIMUM	PLAM	PLASTIC LAMINATE	THK	THICK
CAT	CATALOG	MISC	MISCELLANEOUS	PLMB	PLUMBING	TOC	TOP OF CURB
CB	CHALK BOARD	MO	MASONRY OPENING	PLYWD	PLYWOOD	TOF	TOP OF FOOTING
CEM	CEMENT	MTD	MOUNTED	PR	PAIR	TOS	TOP OF STEEL
CER	CERAMIC	MTG	MOUNTING	PREFAB	PREFABRICATED	TOW	TOP OF WALL
CFCI	CONCRETE FILLED CELL	MUL, CW, SD	MULLION, CURTAIN WALL, SOLID	PREP	PREPARE	TYP	TYPICAL
CH	CHANNEL			PT	POINT	UC	UNDER CUT
CJ	CONTROL JOINT	NIC	NOT IN CONTRACT	PTD	PAINTED	UH	UNIT HEATER
CLG	CEILING	NO	NUMBER	PTN	PARTITION	UL	UNDERWRITER'S LABORATORY
CMU	CONCRETE MASONRY UNIT	NOM	NOMINAL	PVC	POLYVINYL CHLORIDE PIPE	UNF	UNFINISHED
COL	COLUMN	NTS	NOT TO SCALE	PVMT	PAVEMENT	UNO	UNLESS NOTED OTHERWISE
COMP	COMPOSITION	OA	OVERALL	QT	QUARRY TILE	VAR	VARIOUS
CONC	CONCRETE	OC	ON CENTER	R	RISER	VB	VAPOR BARRIER
CONST	CONSTRUCTION	OD	OUTSIDE DIAMETER	RAD	RADIUS	VCT	VINYL COMPOSITION TILE
CONT	CONTINUOUS	OH	OVERHEAD	RB	RUBBER BASE	VERT	VERTICAL
COORD	COORDINATE	OPNG	OPENING	RCP	REFLECTED CEILING PLAN	VIF	VERIFY IN FIELD
CORR	CORRIDOR	OPP	OPPOSITE	RD	ROOF DRAIN	VWC	VINYL WALL COVERING
CPT	CARPET	OVHD	OVERHEAD	REF	REFRIGERATOR	W	WEST
CT	CERAMIC TILE	PCF	POUNDS PER CUBIC FOOT	REINF	REINFORCED	WC	WATER CLOSET
DBL	DOUBLE	PERIM	PERIMETER	REQ	REQUIRED	WD	WOOD
DEMO	DEMOLISH	PL	PLATE	RESIL	RESILIENT	WDW	WINDOW
DET	DETAIL	PLAM	PLASTIC LAMINATE	RM	ROOM	WH	WATER HEATER
DF	DRINKING FOUNTAIN	PLMB	PLUMBING	RO	ROUGH OPENING	WP	WATERPROOF
DIA, Ø	DIAMETER	PLYWD	PLYWOOD	RTU	ROOF TOP UNIT	WSCT	WAINSCOT
DIM	DIMENSION	PR	PAIR	S	SOUTH	WT	WEIGHT
DISP	DISPENSER	PT	POINT	SAN	SANITARY		
DN	DOWN	PTD	PAINTED	SC	SOLID CORE		
DR	DOOR	PTN	PARTITION	SCHED	SCHEDULE		
DS	DOWNSPOUT	PVC	POLYVINYL CHLORIDE	SECT	SECTION		
DWG	DRAWING	QT	QUARRY TILE	SHT	SHEET		
E	EAST	R	RISER	SIM	SIMILAR		
EA	EACH	RAD	RADIUS	SPEC	SPECIFICATION		
EC	ELECTRICAL CONTRACTOR	RB	RUBBER BASE	SQ	SQUARE		
EF	EACH FACE (EVERY FLOOR	RCP	REFLECTED CEILING PLAN	SS	STAINLESS STEEL		
EJ	EXPANSION JOINT	REF	REFRIGERATOR	STD	STANDARD		
EL	ELEVATION	REINF	REINFORCED	STL	STEEL		
ELEC (R)	ELECTRICAL	REQ	REQUIRED	STOR	STORAGE		
ELEV	ELEVATOR, ELEVATION	RESIL	RESILIENT	SUSP	SUSPENDED		
EMC	ENCAPSULATE	RM	ROOM	SYM	SYMMETRICAL		
ENCL	ENCLOSURE	RO	ROUGH OPENING	T	TREAD		
EP	EPOXY PAINT	RTU	ROOF TOP UNIT	TEL	TELEPHONE		
EPS	EXTRUDED POLYSTYRENE	S	SOUTH	TEMP	TEMPERATURE		
EQ	EQUAL	SAN	SANITARY	THK	THICK		
EQUIP	EQUIPMENT	SC	SOLID CORE	TOC	TOP OF CURB		
EWC	ELECTRIC WATER COOLER	SCHED	SCHEDULE	TOF	TOP OF FOOTING		
EXIST	EXISTING	SECT	SECTION	TOS	TOP OF STEEL		
EXP	EXPOSED	SHT	SHEET	TOW	TOP OF WALL		
FBO	FURNISHED BY OWNER	SIM	SIMILAR	TYP	TYPICAL		
FD	FLOOR DRAIN	SPEC	SPECIFICATION	UC	UNDER CUT		
FE	FIRE EXTINGUISHER	SQ	SQUARE	UH	UNIT HEATER		
FEC	FIRE EXTINGUISHER CABINET	SS	STAINLESS STEEL	UL	UNDERWRITER'S LABORATORY		
FF	FINISH FLOOR	STD	STANDARD	UNF	UNFINISHED		
FFE	FURNITURE, FIXTURE & EQUIPMENT	STL	STEEL	UNO	UNLESS NOTED OTHERWISE		
FHC	FIRE HOSE CABINET	STOR	STORAGE	VAR	VARIOUS		
FIN	FINISH	SUSP	SUSPENDED	VB	VAPOR BARRIER		
FLR	FLOOR	SYM	SYMMETRICAL	VCT	VINYL COMPOSITION TILE		
FLUOR	FLUORESCENT	T	TREAD	VERT	VERTICAL		
FOC	FACE OF CONCRETE	TEL	TELEPHONE	VIF	VERIFY IN FIELD		
FOM	FACE OF MASONRY	TEMP	TEMPERATURE	VWC	VINYL WALL COVERING		
FOS	FACE OF STUD	THK	THICK	W	WEST		
FPRF	FIREPROOF	TOC	TOP OF CURB	WC	WATER CLOSET, WATER CLOSET		
FRP	FIBERGLASS REINFORCED PANEL	TOF	TOP OF FOOTING	WD	WOOD		
FT	FOOT OR FEET	TOS	TOP OF STEEL	WDW	WINDOW		
FTG	FOOTING	TOW	TOP OF WALL	WG	WIRE GUARD		
FURR	FURRING	TYP	TYPICAL	WP	WATERPROOF		
GA	GAUGE	UC	UNDER CUT	WSCT	WAINSCOT		
GALV	GALVANIZED	UH	UNIT HEATER	WT	WEIGHT		
GC	GENERAL CONTRACTOR	UL	UNDERWRITER'S LABORATORY				
GEN	GENERAL	UNF	UNFINISHED				
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UNO	UNLESS NOTED OTHERWISE				
GL	GLASS, GLAZING	VAR	VARIOUS				
GND	GROUND	VB	VAPOR BARRIER				
GR	GRADE	VCT	VINYL COMPOSITION TILE				
GWB	GYPSUM WALL BOARD	VERT	VERTICAL				
GYP BD	GYPSUM BOARD	VIF	VERIFY IN FIELD				
HC	HOLLOW CORE	VWC	VINYL WALL COVERING				
HDWD	HARDWOOD	W	WEST				
HM	HOLLOW METAL	WC	WATER CLOSET, WATER CLOSET				
HORIZ	HORIZONTAL	WD	WOOD				
HR	HOUR	WDW	WINDOW				
HVAC	HEATING/VENTILATING/AIR COND	WG	WIRE GUARD				
		WP	WATERPROOF				
		WSCT	WAINSCOT				
		WT	WEIGHT				

SYMBOLS

- SECTION CUT (SECTION NO., SHT #; SECTION IS DRAWN, SHT #)
- DETAIL CUT (DETAIL NO., SHT #; DETAIL IS DRAWN, SHT #)
- DETAIL (DETAIL NO., SHT #; DETAIL IS DRAWN, SHT #)
- INTERIOR ELEV. (ELEVATION NO., SHT #; WALL ELEVATION IS DRAWN, SHT #)
- EXTERIOR ELEV. (ELEVATION NO., SHT #; WALL ELEVATION IS DRAWN, SHT #)
- BUILDING SECTION (SECTION NO., SHT #; BUILDING SECTION IS DRAWN, SHT #)
- DOOR NUMBER
- ROOM NUMBER
- KEY NOTE
- WINDOW/GLAZING NUMBER
- CEILING HEIGHT
- REVISION TAG
- MISCELLANEOUS TAG
- FINISH TAG - SEE DRAWING A-400
- SLAB ELEVATION CHANGE
- SPOT ELEVATION TAG
- CENTER LINE
- CONTROL JOINT LINE
- INTERIOR WALL FINISH TAG

MATERIAL INDICATION

- WOOD BLOCKING (HORIZONTAL)
- WOOD BLOCKING (NON-CONTINUOUS)
- PLYWOOD
- FINISH WOOD
- PARTICLE BOARD
- WOOD INSULATION
- BATT INSULATION OR SOUND ATTENUATION BLANKETS
- TPE
- BRICK
- CONCRETE MASONRY UNIT
- CONCRETE
- GRADE/EARTH
- GRAVEL
- SAND
- GYPSUM/WALLBOARD

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CODES LISTED ON G-002.
   A. FIRE CODES, EXITS, AND WORK WITHIN THE STATE OF WHICH THE WORK IS BEING PERFORMED.
   B. NFPA REQUIREMENTS AS WELL AS ALL STANDARDS OF UNDERWRITERS LABORATORIES INC., AND LOCAL UTILITY CO.
   C. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ANY 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 CONDITIONS SHOWN ON THE DRAWINGS. FIELD VERIFY ALL DIMENSIONS & CONDITIONS PRIOR TO START OF WORK AND REPORT ALL DISCREPANCIES TO THE ARCHITECT / ENGINEER.
3. WHERE CONFLICTING SITE DRAWINGS AND SPECIFICATIONS, SITE DRAWINGS GOVERN SPECIFICATIONS FOR QUANTITY AND LOCATION, AND SPECIFICATIONS GOVERN DRAWINGS FOR QUALITY AND PERFORMANCE. IN THE EVENT OF AMBIGUITY OR CONFLICT OF QUANTITY, 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 MORE PRECISE INFORMATION OF THESE TRADES.
5. THE OWNER SHALL DESIGNATE STAGING AND STORAGE AREAS ON THE SITE FOR USE BY CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL KEEP THE PREMISES AND IMMEDIATE AREA FREE FROM ACCUMULATION OF WASTE OR RUBBISH OR TOOLS. CONTRACTOR'S TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY, AND SURPLUS MATERIALS.
6. AREAS ON THE SITE AND ANY DRIVING CONSTRUCTION TO REMAIN, AND IF DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO THE ORIGINAL CONDITION (AT 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 FIRE-RATED CAULKING OR SIMILAR PRODUCT AT ALL PENETRATIONS OF RATED WALLS, FLOORS, AND CEILINGS AS REQUIRED BY CODE.
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 DOOR PLANS & MORE 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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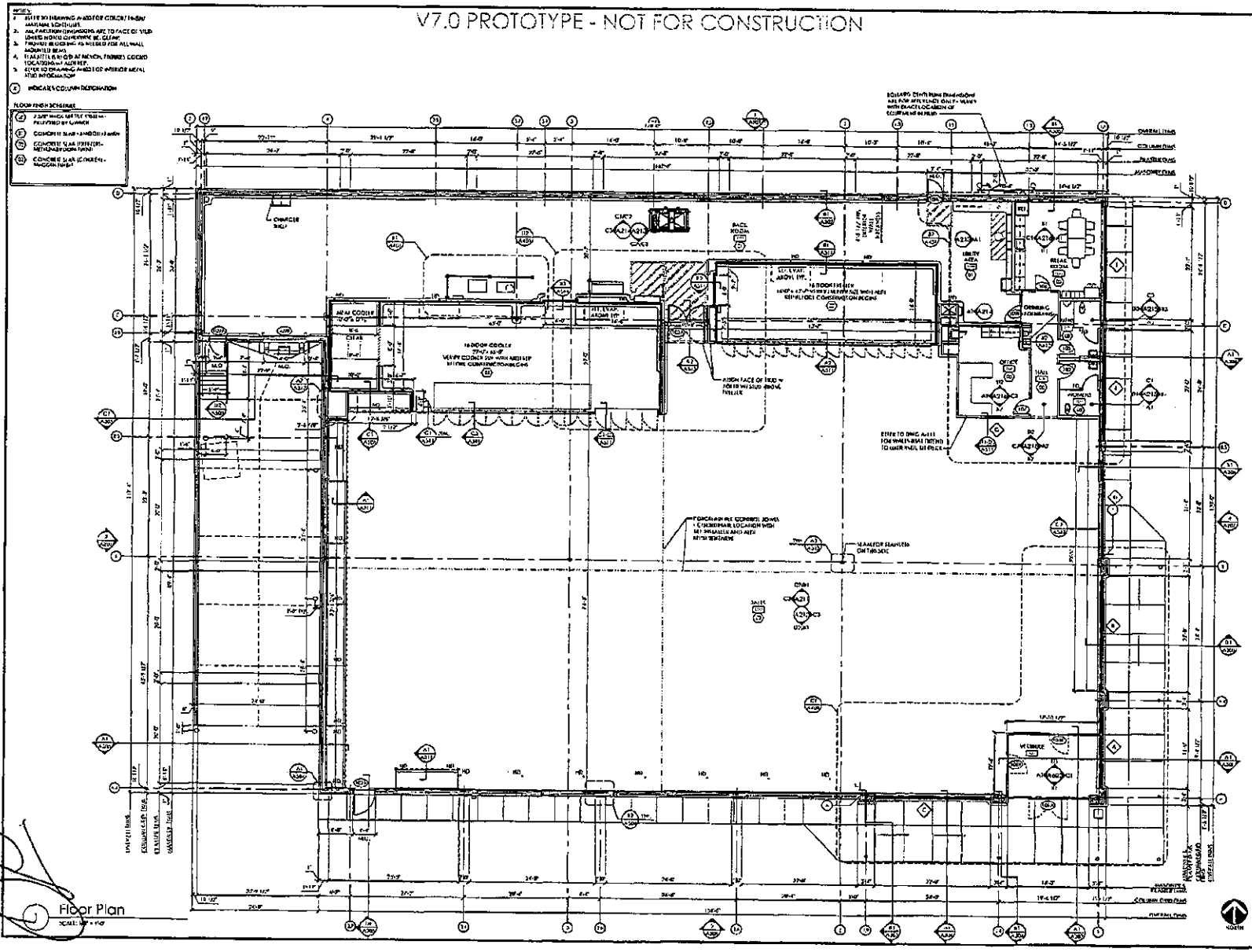
ALDI Inc.
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

General Notes, Symbols & Abbrev.
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-001
Scale: As Noted	Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



Floor Plan

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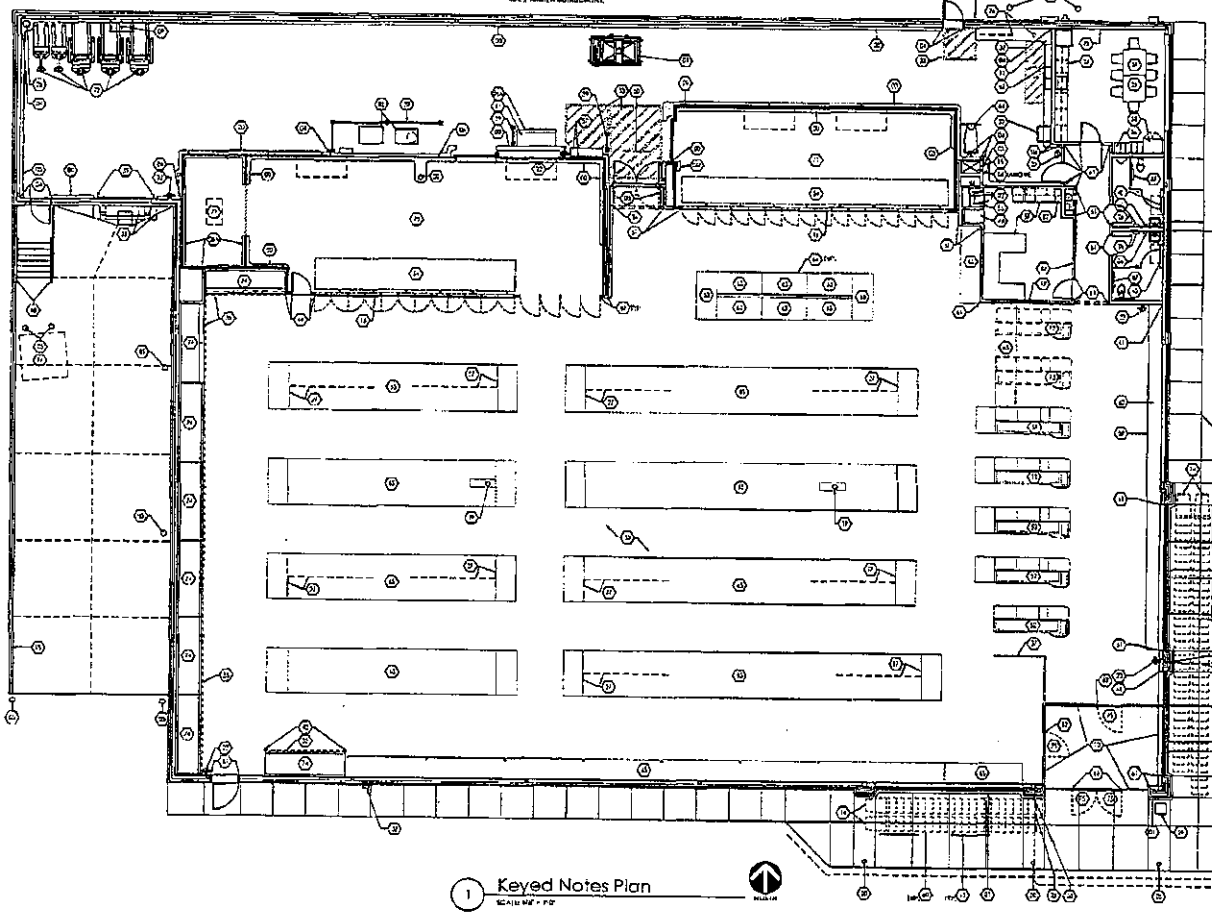
ALDI Inc.

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

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

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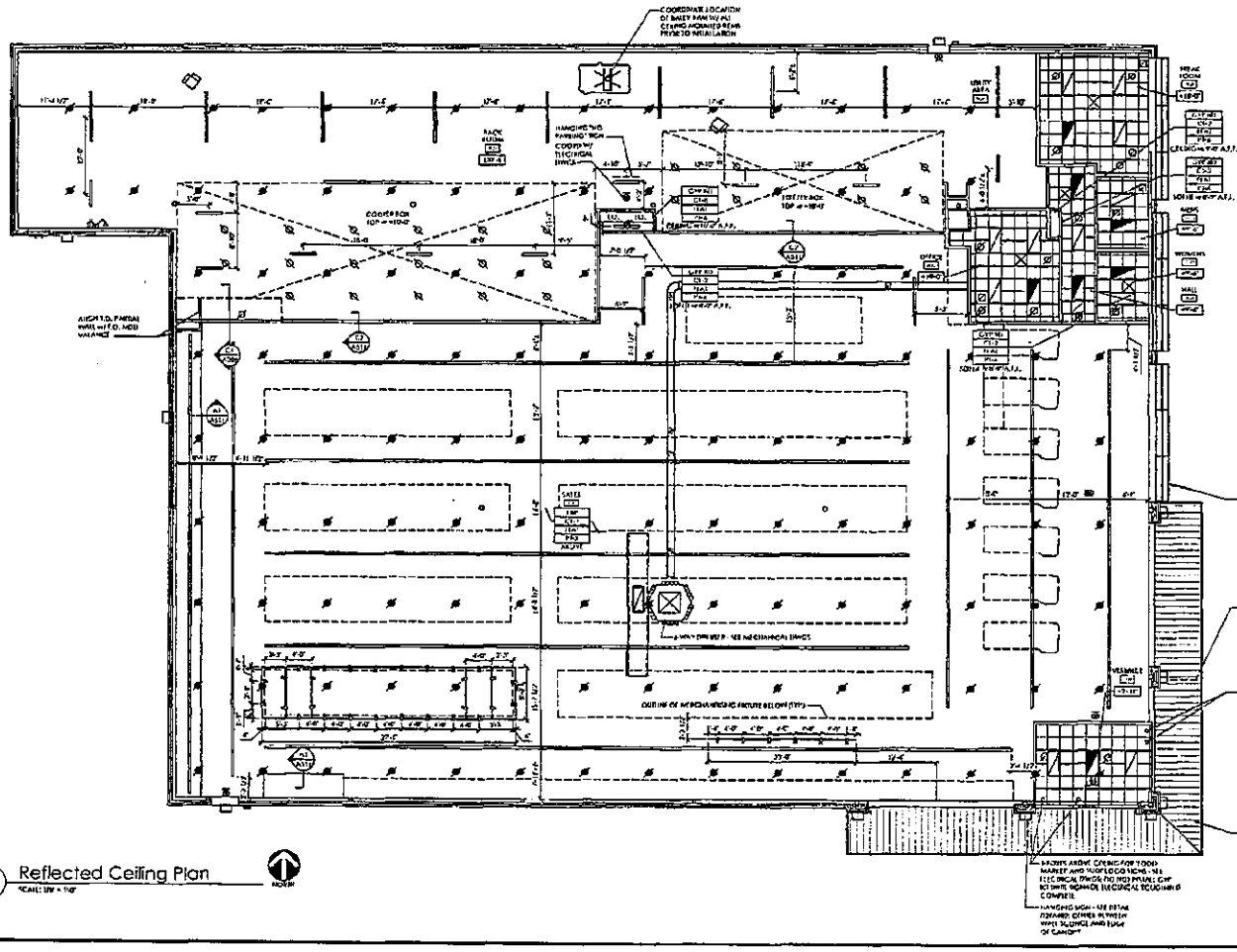
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Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Keyed Notes Plan
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RMSD-V7	
Drawn By: XXX	A-102
Scale: As Noted	Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



1 Reflected Ceiling Plan

SCALE: 1/8" = 1'-0"

NORTH

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ALDI Inc.

ALDI Inc. Store #: XX
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Project Address
Project Town, State, Zip
Project County
Project Name & Location:

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

NOTES:

1. ROOFTOP EQUIPMENT, SKYLITES AND ROOF DRAIN LOCATION [illegible]

2. ROOF SYSTEM PERFORMANCE REQUIREMENTS

A. ACCUMULATED WEATHERING: ROOFING SYSTEM SHALL WITHSTAND 2000 HOURS OF EXPOSURE WHEN TESTED ACCORDING TO ASTM G 152, ASTM G 154, OR ASTM G 155.

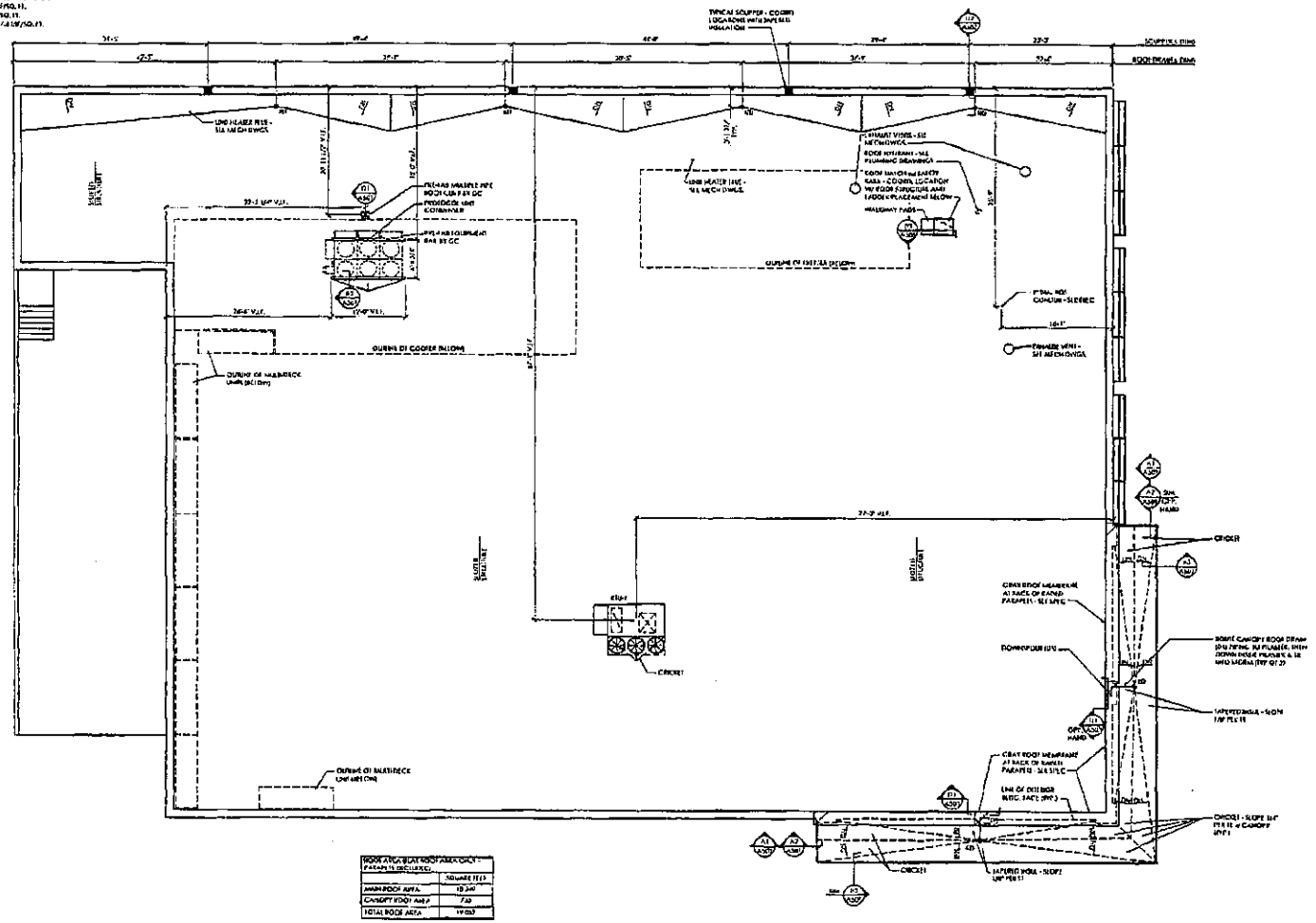
B. IMPACT RESISTANCE: ROOFING SYSTEM SHALL WITHSTAND IMPACT RESISTANCE WHEN TESTED ACCORDING TO ASTM D 3746 OR ASTM D 4272.

C. ROOFING SYSTEM DESIGN TESTED BY A QUALIFIED TESTING AGENCY TO RESIST [illegible] UPLIFT PRESSURE).

1.1. CONNECTIVITY PERFORMING FOR [illegible]

1.2. PARAPET UPLIFT PRESSURE [illegible]

1.3. FIELD OF ROOF UPLIFT PRESSURE [illegible]



ROOF AREA CALCULATIONS CHART (PARAPETS INCLUDED)	
	SQUARE FEET
MAIN ROOF AREA	18,240
CANOPY ROOF AREA	720
TOTAL ROOF AREA	19,020

Roof Plan

NORTH

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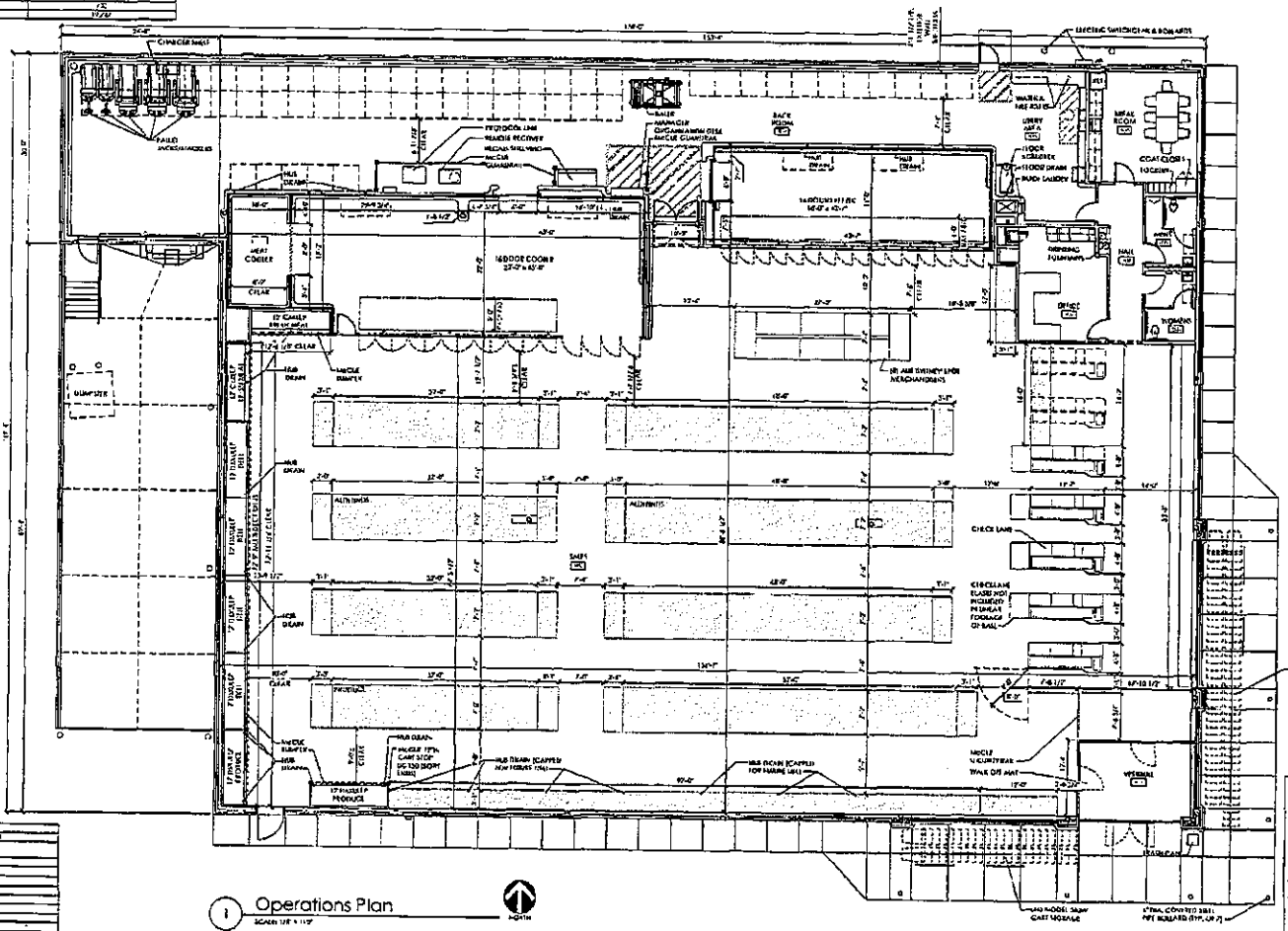
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Roof Plan
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-121
Scale: As Noted	Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



1 Operations Plan
SCALE: 1/8" = 1'-0"

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Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Operations Plan
Drawing Name:

Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

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Proj. No.
A-131
Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

EXTERIOR FINISH SCHEDULE

KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	EDGE METAL BY FASCIONE	AL TIGHT GRAY Also SILVER METALLIC	
A2	MODULAR ROOF	FIELD COLOR - SEE SPEC	2 EXIST ANGLE TRANSOM WINDOW SILLS
A3	MEDIUM BRONZE	ANODIZED COLOR - SEE SPEC	STOREFRONT
A4	STOREFRONT	ANODIZED ALUM.	RE: DWG. A.800
A5	STANDING SEAM ROOFING	GRAY	AT BASE OF ARCH LOCATION WHERE FOOD MARKET SIGN JOINS AND CANOPY ROOF - SEE SPECIFICATIONS ARTICLE 'B'
A6	METAL SOFFIT PANELS	CONCEPANELS - SEE SPEC	RE: DWG. A.301-A.304
A7	EXTERIOR PAINT BY SHERWIN WILLIAMS	PAINT / GC-3	RE: DWG. A.800
A8	NOT USED		
A9	ALUMINUM COMPOSITE PANEL	A9 - ANTEAU WHITE Alpha - SLATE GRAY	ARCHITECTURAL JOINTS AS SHOWN - PROVIDE ONE PIECE RIGHT OF EXPOSED MORTISE INTERSECTION WITH NON-CONCEPT REVEAL, BRACE BEHIND PANELS AND 2 RIBS AT PANEL EDGES.
A10	SPLIT FACE CMU	SEE SPEC	WHERE SHELL HEAD - USE STANDARD FACE RUNNING STRETCHER BOND, SEAL
A11	BRICK	PT-15 / CL-14	RE: DWG. A.800
A12	BRICK	FACTORY FINISH CHARCOAL	RE: DWG. A.800
A13	CANOPY BAR TYPE "A"	PT-14 / CL-3	RE: DWG. A.2A.300, A.800
A14	CANOPY BAR TYPE "B"	PT-14 / CL-3	RE: DWG. A.2A.300, A.800
A15	CANOPY BAR & SHIELD POST	GALVANIZED	
A16	CHOICE WELD / SEAL AND BANDING	SEALANT - FACTORY FINISH / SEAL AND BANDING - FACTORY FINISH - BLACK	MIDWEST BRITE BOND CHOICE SEAL IN LIEU OF CAP STONE SEE
A17	CONCRETE BASE		MAX 30" OC RE: DWG. A.504
A18	GREEN LOGO SCRIPTER	PT-15 / CL-3	RE: DWG. C.2A.300
A19	FOOD MARKET SIGNAGE	BY SIGN VENDOR	PER SIGN VENDOR
A20	ADDITIONAL SIGN	BY SIGN VENDOR	PER SIGN VENDOR
A21	GRID	NARROW	RE: DWG. A.800 - SEE STRUCTURAL DWGS.
A22	CAST STONE SILL	SEE SPEC	WATER TABLE SILL
A23	FIRE ALARM BOX & SUN SHADE	SILVER POWDER COAT	MANUFACTURED BY F. E. LAWRENCE RE: DWGS A.304, A.800
A24	PAINT BOX	FACTORY FINISH	COORDINATE TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
B1	DOOR HARDWARE SCHEDULE	FACTORY FINISH	MOUNT @ 42"-48" A.F.F.
B2	WALL SCONCE	FACTORY FINISH	MOUNT @ 7'-6" A.F.F.
B3	OVERHEAD DOOR	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
B4	VERIFY METERING & C.A.	FACTORY FINISH	SEE ELECTRICAL DWGS.
B5	EXTERIOR WALL PANEL	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
B6	LED WALL MOUNTED LUMINAIRE	FACTORY FINISH	MOUNT @ 8'-0" A.F.F. IN 4" SQUARE J-BOX
B7	FIRE DEPT. CONNECTION	FACTORY FINISH	SEE FDC DETAIL ON DWGS
B8	MOTOR COURT	FACTORY FINISH	SEE SITE DETAILS ON DWGS
C1	TRASH BIN	FACTORY FINISH	SEE PLUMBING DWGS
P1	RPZ DISCHARGE	FACTORY FINISH	SEE PLUMBING DWGS
R1	BARRIER FREE RAMP	ANODIZED ALUMINUM	HANDRAIL MATERIAL - RE: DWG. A.800

SIGNAGE

DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTAL
STORE SIGN	2	74.9	149.8
FRONT MARKET SIGN	2	38.1	76.2
TOTAL SIGNAGE			226.0

ALLOWABLE SIGNAGE PER ORDINANCE = 226.0 SQ. FT.

4 Side Elevation
SCALE: 1/8" = 1'-0"

3 Side Elevation
SCALE: 1/8" = 1'-0"

2 Front Elevation
SCALE: 1/8" = 1'-0"

1 Rear Elevation
SCALE: 1/8" = 1'-0"

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Project Name
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Project Town, State, Zip
Project County
Project Name & Location:

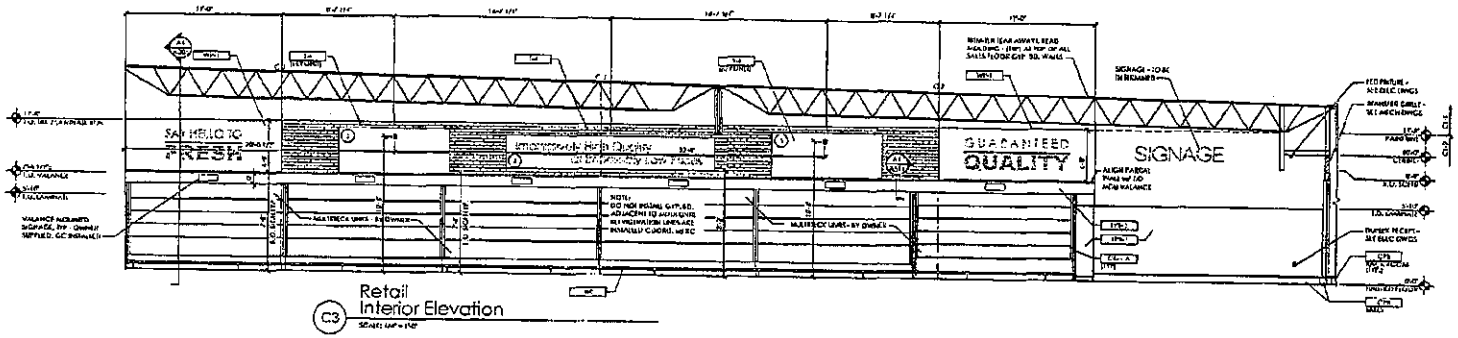
Exterior Elevations
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Type: RMSD-V7
Drawn By: XXX
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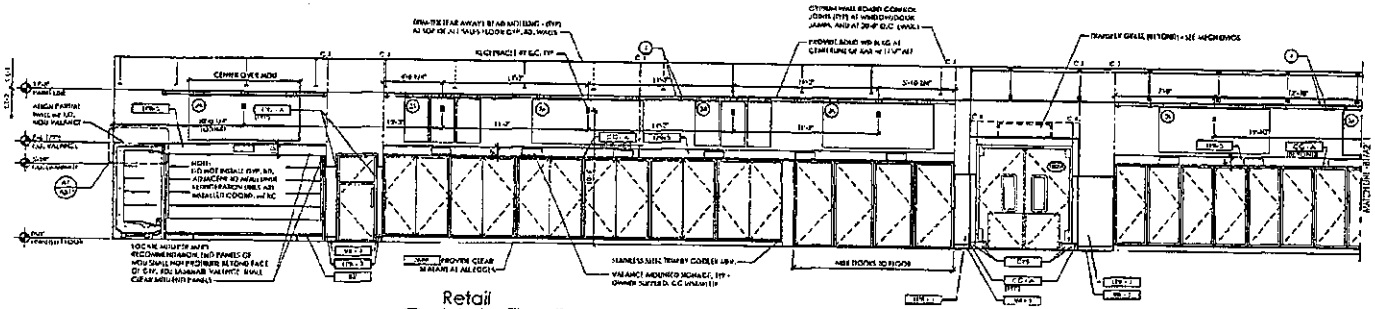
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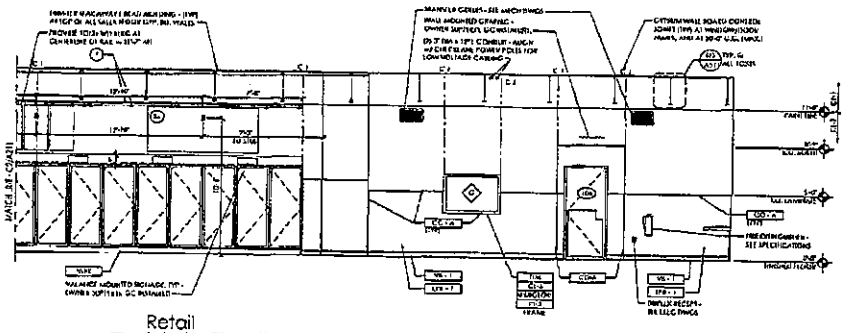


C3 Retail Interior Elevation



C2 Retail Interior Elevation

SALES FLOOR GRAPHICS SCHEDULE			
KEY	DESCRIPTION	OWNER/INSTALLER	NOTES
1	ENTRY WALL SIGNAGE (WITH GRAPHIC)	OWNER FURNISHED - GC INSTALLED	
2	ILLUMINATED WALL SIGNAGE (WITH GRAPHIC)	OWNER FURNISHED - GC INSTALLED	
3	ILLUMINATED WALL SIGNAGE (WITH GRAPHIC)	OWNER FURNISHED - GC INSTALLED	
4	MOUNTING RAIL	OWNER FURNISHED - GC INSTALLED	
5	ILLUMINATED WALL SIGNAGE (GRAPHIC)	OWNER FURNISHED - GC INSTALLED	
6	WALL ART GRAPHIC	OWNER FURNISHED - GC INSTALLED	



B1 Retail Interior Elevation

GENERAL NOTES:

1. ALL WALLS TO BE PAINTED AFTER PAINTING OF CEILING TO REMOVE DENTALS FROM SHADE. COUNTER WORKING PRIOR TO INSTALLATION OF OWNER FURNISHED GRAPHICS PACKAGE.
2. REFER TO DRAWING A-402 FOR ALL FINISH CALLOUTS.
3. GC TO INSTALL OWNER FURNISHED INTERIOR GRAPHICS AND SIGNAGE PACKAGE. REFER TO INSTALLATION INSTRUCTIONS AND CUT SHEETS POSTED TO WWW.SMARTHUB.ALDI.COM.
   - INTERIOR GRAPHICS:
   - VINYL DECALS = SUPERGRAPHIC GRAPHICS
   - WALL ART:
   - VINYL DECALS = BERRY CABINET DOOR AND
   - VINYL DECALS = SPC CONCEPT #1
4. COORDINATE LOCATIONS OF ALL CONNECTOR JOINTS AND ELECTRICAL PACKAGE TO ARRIVE AT REFERENCE WITH DRAWINGS.
5. ALL SALES AREA WALLS TO BE FREE OF ABRADED OR NICK DAMAGED ALUMINUM EXTRUSIONS AND TO BE CLEANED.

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ALDI Inc. Store #: XX
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Project Town, State, Zip
Project County
Project Name & Location

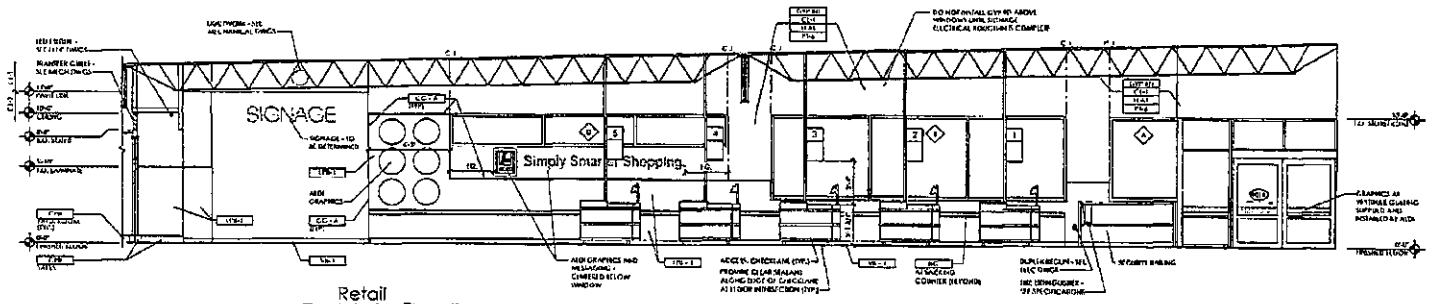
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Scale: As Noted

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Drawing No.

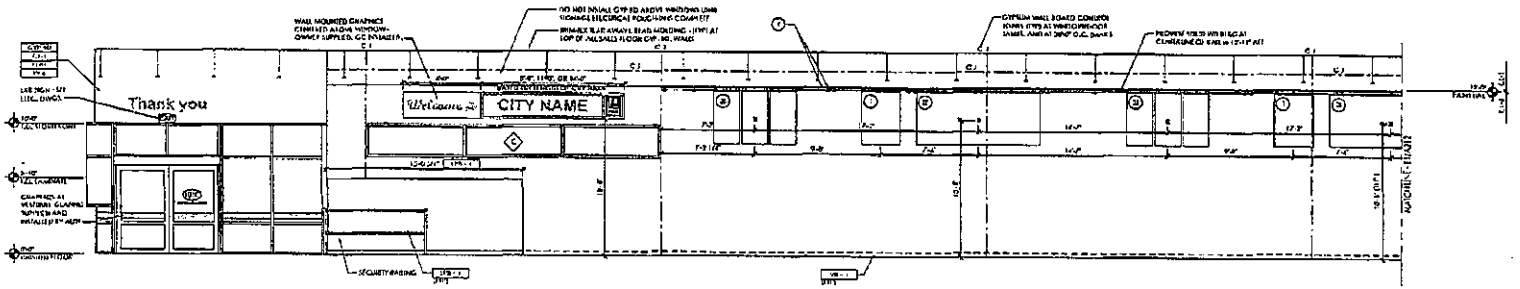
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C3 Retail Interior Elevation

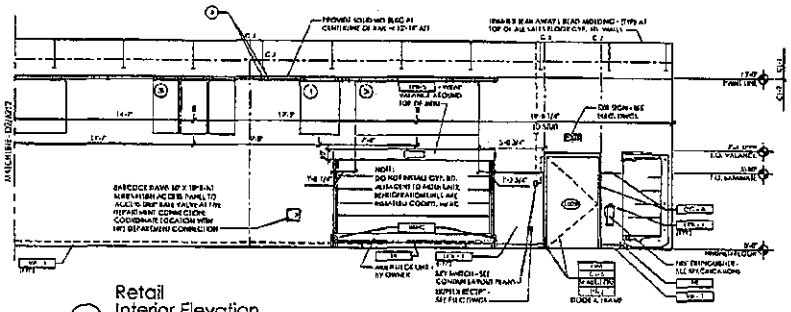
SCALE: 1/4" = 1'-0"



D2 Retail Interior Elevation

SCALE: 1/4" = 1'-0"

SALES FLOOR GRAPHICS SCHEDULE			
KEY	KEY DESCRIPTION	MANUFACTURER	NOTES
1	SINGLE PANEL RAIL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RIBS ABOVE WALL
2	ILLUMINATED WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	3'-0" (36") W x 20"H - CURVED VALANCE WALL
3	[illegible]	OWNER FURNISHED - GC INSTALLED	28'-11" (347") W x 40"H - RACK WALL ABOVE
4	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
5	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
6	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
7	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
8	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
9	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
10	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
11	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
12	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
13	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
14	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
15	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
16	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
17	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
18	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
19	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
20	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
21	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
22	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
23	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
24	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
25	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
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99	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE
100	MODULAR WALL MID. GRAPHIC	OWNER FURNISHED - GC INSTALLED	36"W x 40"H - RACK WALL ABOVE



B1 Retail Interior Elevation

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. ALL WALLS TO BE TAUGHT, WITH FINISHING, OF CEILING TO REMOVE TRY-IN AT PAINT FINISH. COMPLETE SANDING PRIOR TO INSTALLATION OF OWNER FURNISHED GRAPHICS PACKAGE.
2. REFER TO DRAWING A-103 FOR ARCHITECTURAL CUES.
3. GC TO INSTALL OWNER FURNISHED INTERIOR GRAPHICS AND MILLWORK PACKAGE. REFER TO INSTALLATION INSTRUCTIONS AND GC SHEET PROVIDED TO WWW.SIGNAGELIQUIDATION.COM FOR MORE GRAPHICS.
MILLWORK SHEET INTERIOR GRAPHICS
MILLWORK:
VENEER SHEET = BERKLEY CABINET CO INC
VENEER SHEET = MT CONCEPTS INC
4. COORDINATE LOCATIONS OF ALL CONTROL BOXES WITH THE GRAPHICS PACKAGE TO MINIMIZE INTERFERENCE WITH THE GRAPHICS.
5. ALL WALL AREA PAINT TO BE ONE OF ABANDONED BLUE BERRY AND NO BLANK COVER PLATES ARE TO BE PAINTED.
6. COORDINATE LAYOUT OF REFRIGERATION LINES WITH REFRIGERATION CONTRACTOR BEFORE ENCLOSING WALL CAVITY.

Issued:	Date:
A Issued for Use/Reference	1 Month Ago
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Revisions:	Date:
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Seal

Seal

PROJECT ARCHITECT/ENGINEER: DATE

PROJECT LEAD: DATE

PROJECT DESIGNER: DATE

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APD ENGINEERING & ARCHITECTURE, PLLC

615 Fishers Run
Victor, NY 14564

(585) 742-2990

ALDI Inc.

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

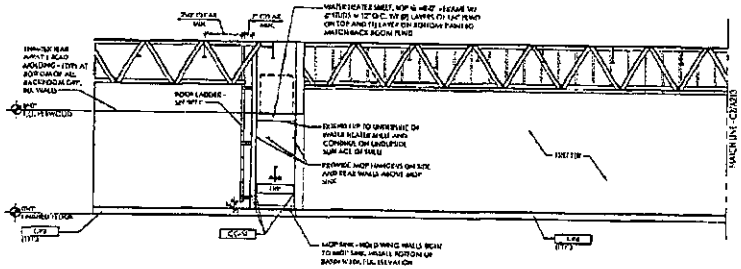
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Drawn By: XXX	A-212
Scale: As Noted	Drawing No.

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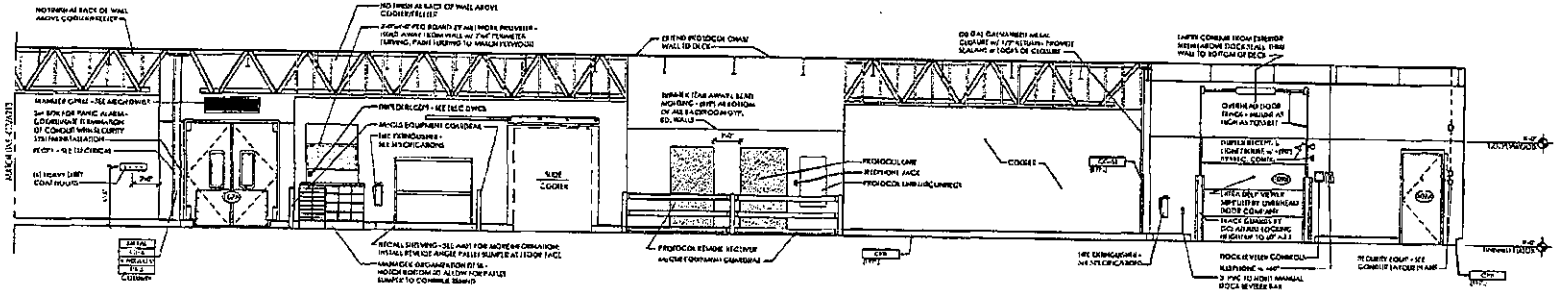
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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



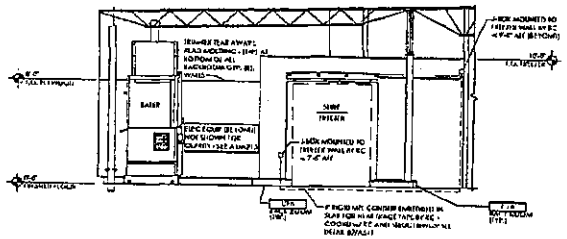
C3 Backroom Interior Elevation

SCALE: 1/4" = 1'-0"



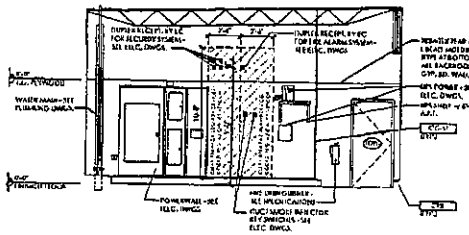
C2 Backroom Interior Elevation

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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Drawing Alteration

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415 Fishers Run
Victor, NY 14564

585.617.2229

www.apdpllc.com

ALDI Inc.

Division Address
Division Line, Division State, Zip

ALDI Inc. Store #: XX

Project Name

Project Address

Project Town, State, Zip

Project County

Project Name & Location

Interior Elevations

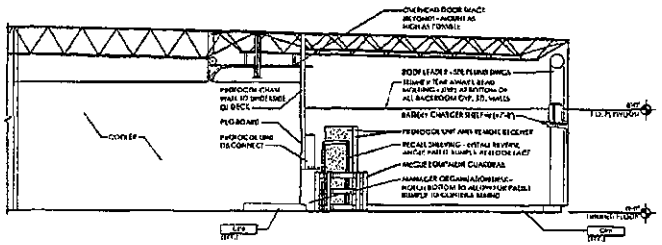
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Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-213
Scale: As Noted	Drawing No.

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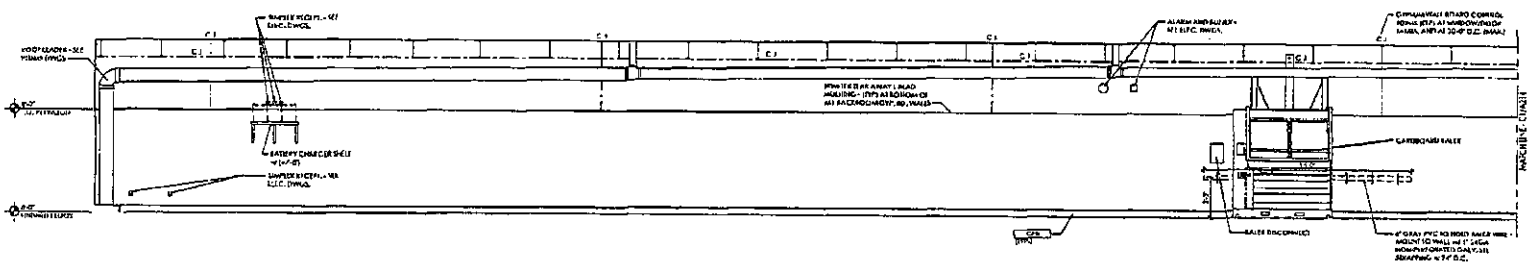
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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



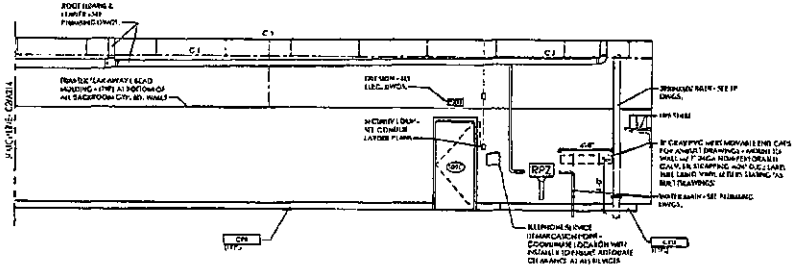
C3 Backroom Interior Elevation

SCALE: 1/4" = 1'-0"



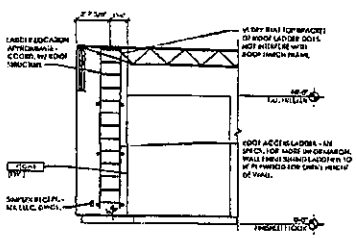
C2 Backroom Interior Elevation

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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APD ENGINEERING & ARCHITECTURE, PLLC

615 Fishers Run
Victor, NY 14564

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:

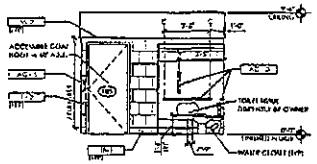
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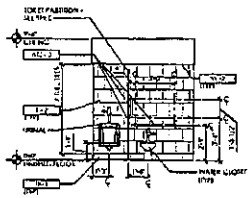
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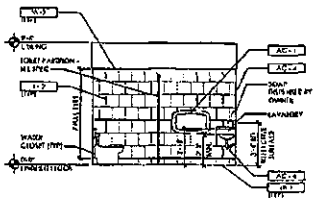
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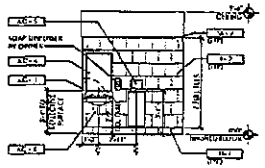
03 Men's Lav. #105



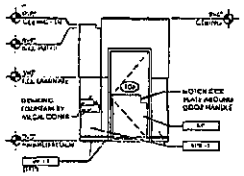
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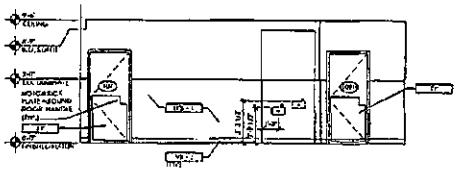
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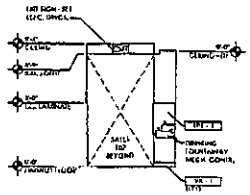
A3 Men's Lav. #105



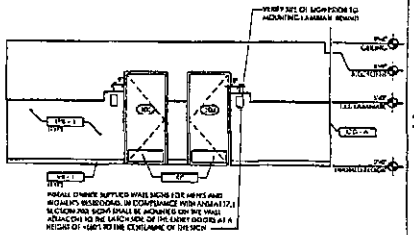
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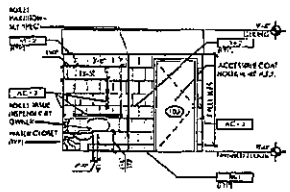
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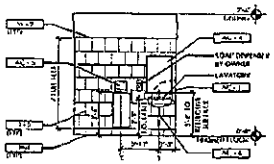
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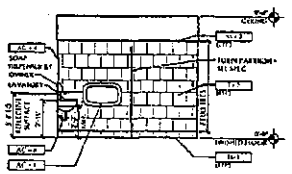
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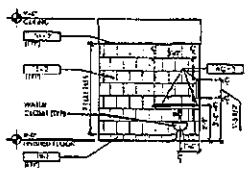
D1 Women's Lav. #103



C1 Women's Lav. #103



B1 Women's Lav. #103



A1 Women's Lav. #103

D C B A

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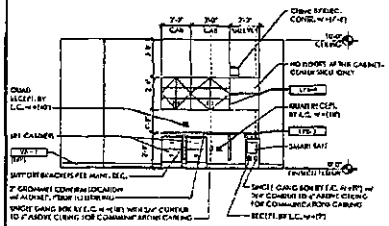
ALDI Inc.
Division Address
Division City, Division State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

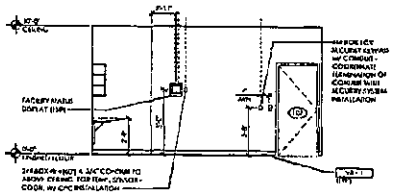
Interior Elevations
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Type: RHSD-V7	
Drawn By: XXX	A-215
Scale: As Noted	Drawing No.

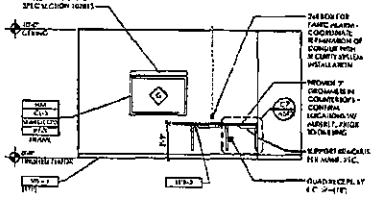
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



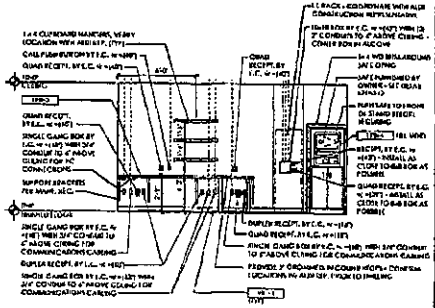
D2 Office #107



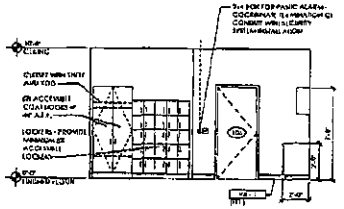
C2 Office #107



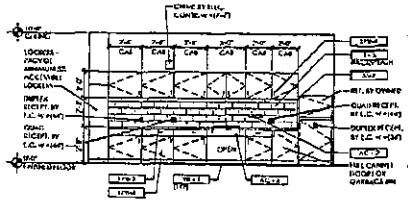
B2 Office #107



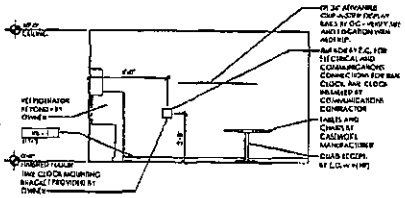
A2 Office #107



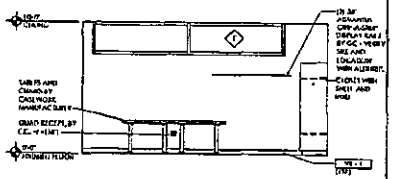
D1 Break Room #106



C1 Break Room #106



B1 Break Room #106



A1 Break Room #106

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Sheet / Sheet

PROJECT ARCHITECT/ENGINEER DATE

PROJECT TEAM DATE

PROJECT DIRECTOR DATE

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Drawing Assumptions
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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:

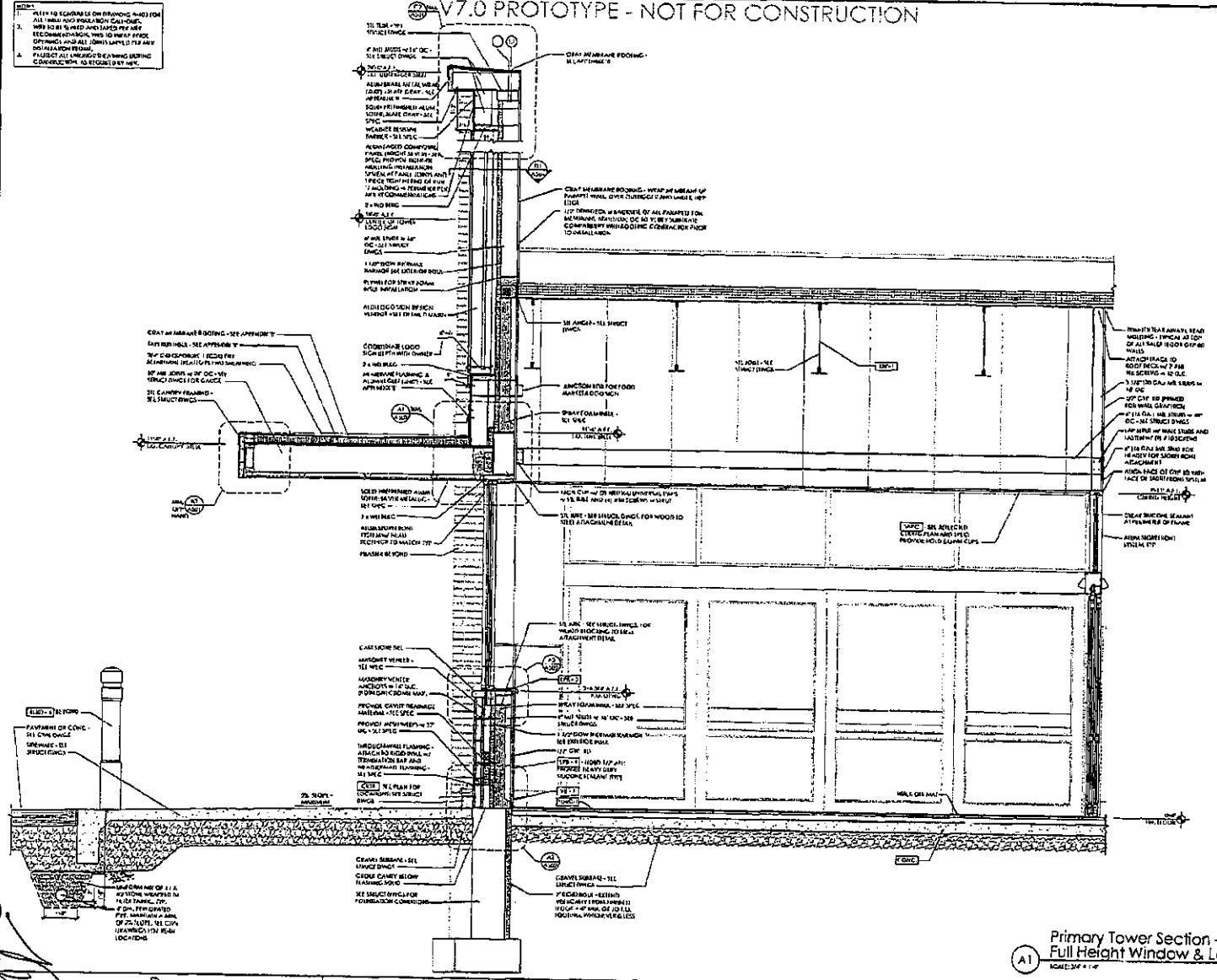
Date: Date
Project No. Proj. No.
Type: RHSD-V7
Drawn By: XXX
A-216
Scale: As Noted
Drawing No.

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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



Primary Tower Section - Full Height Window & Logo Sign

A1

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PROJECT DESIGNER DATE

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Drawing Alterations

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615 Fishers Run
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585.742.2220
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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

Wall Sections
Drawing Name:

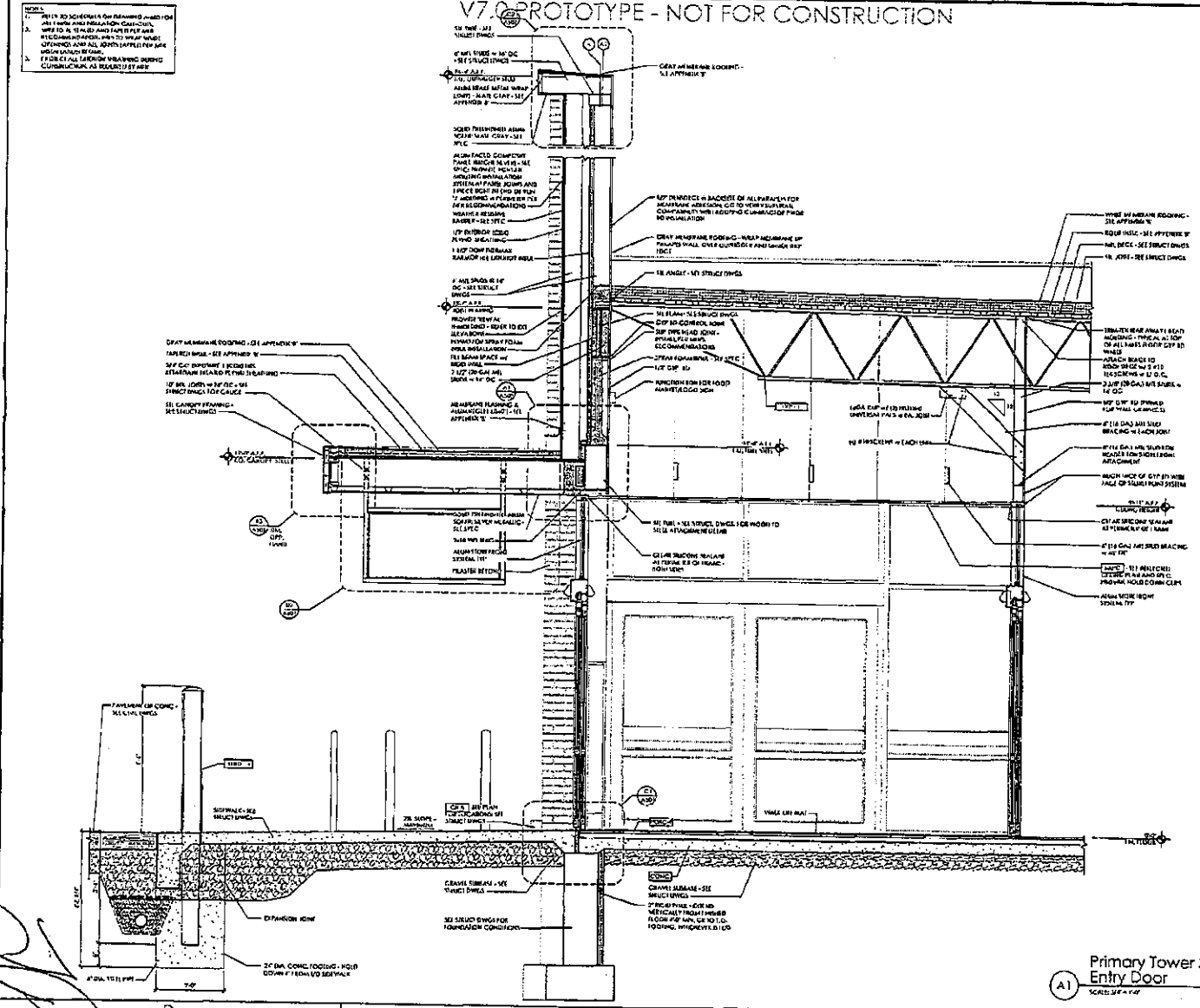
Date: Date
Type: RHSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-301
Drawing No.

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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



Primary Tower Section - Entry Door

SCALE: 1/4" = 1'-0"

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PROJECT DESIGNER: DATE

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Drawing Indication

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615 Fishers Run
Victor, NY 14564

ALDI Inc.

ALDI Inc. Store #: XX

Project Name

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

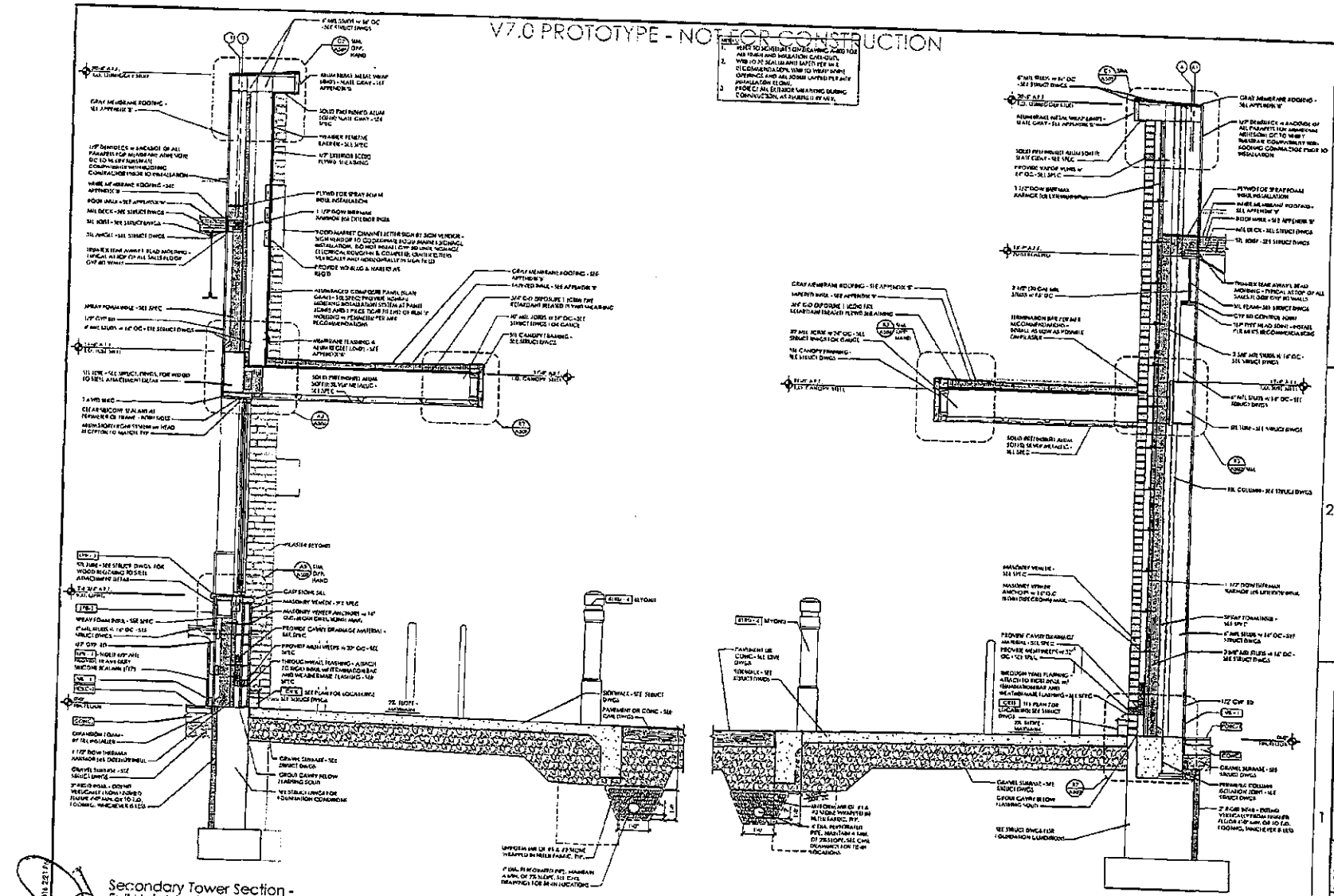
Project No.

Proj. No.

A-302

Drawing No.

V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



Secondary Tower Section - Full Height Window

Secondary Tower Section - End Pilaster at Canopy

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ALDI Inc.
Dennis Adam
Director Dev. Design State Ops
Phone
Email

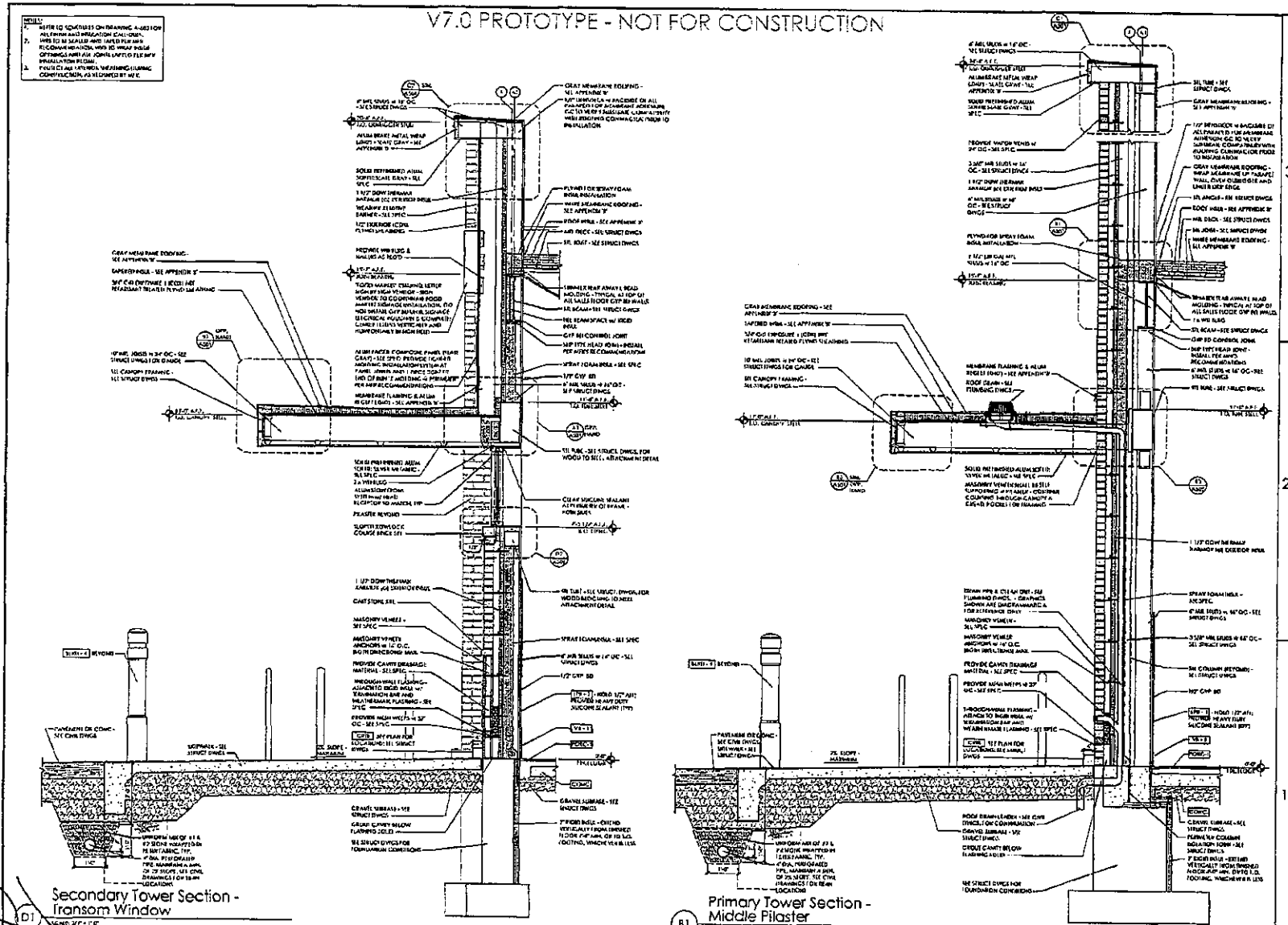
ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

Wall Sections
Drawing Name:

Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-303
Scale: As Noted	Drawing No.

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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



D1 Secondary Tower Section - Transom Window

B1 Primary Tower Section - Middle Pilaster

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PROJECT ARCHITECT/ENGINEER — DATE

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ALDI Inc.
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Division City, Division State, Zip

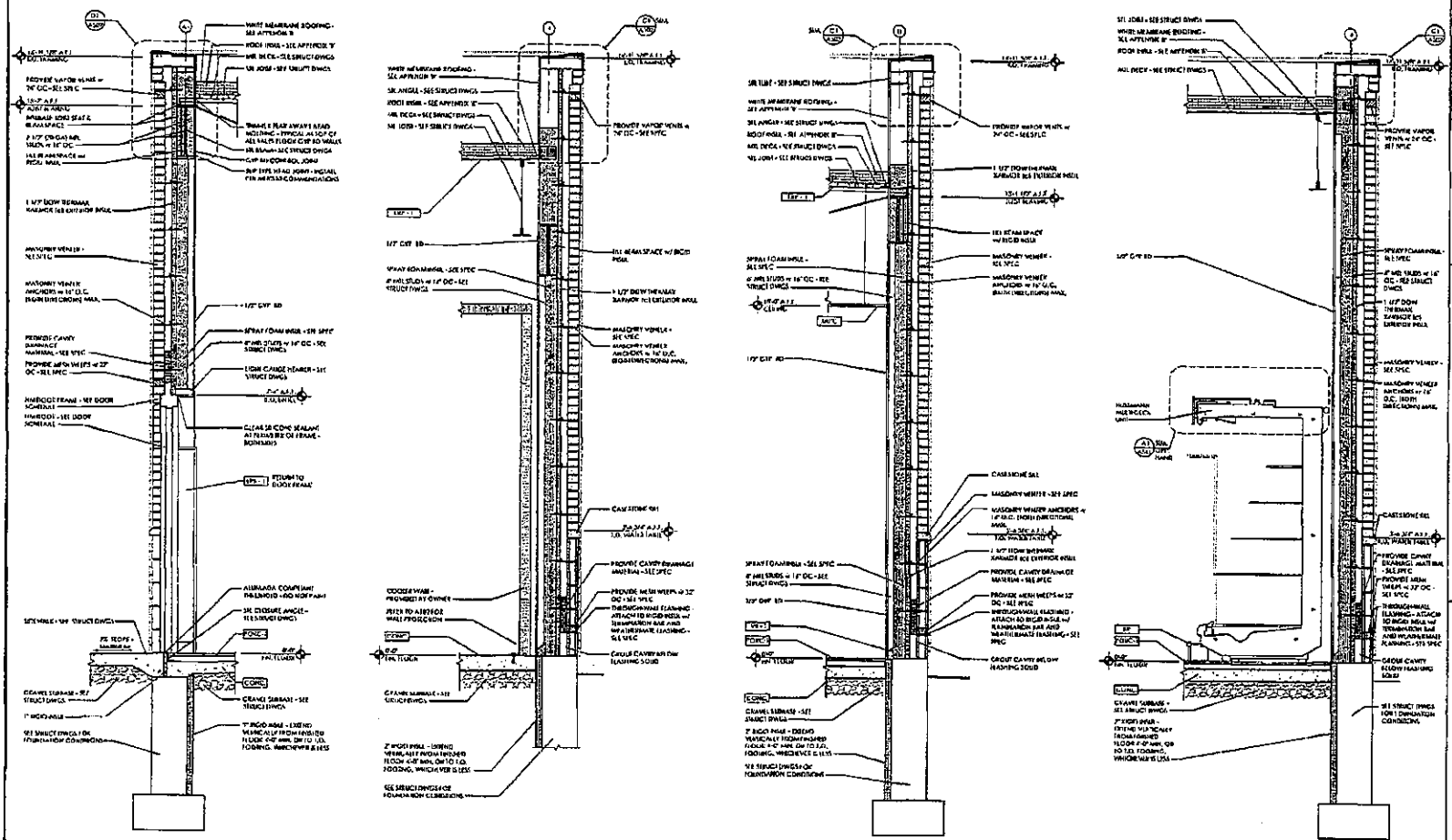
ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Wall Sections
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-304
Scale: As Noted	Drawing No.

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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



D1 Wall Section - Sales Floor at Egress Door

C1 Wall Section - Back Room at Cooler

B1 Wall Section - Low Joist Bearing

A1 Wall Section - Sales Floor at MDU

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Drawing Retention

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ALDI Inc.

Design Address
Stream City, Design State Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Wall Sections
Drawing Name:

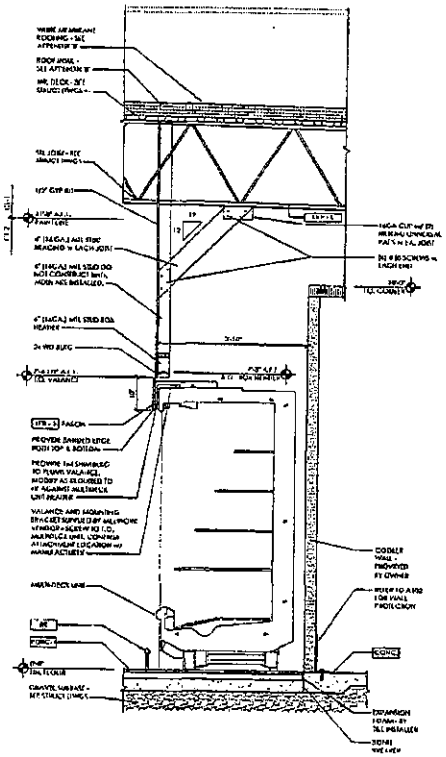
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Drawn By: XXX	A-305
Scale: As Noted	Drawing No.

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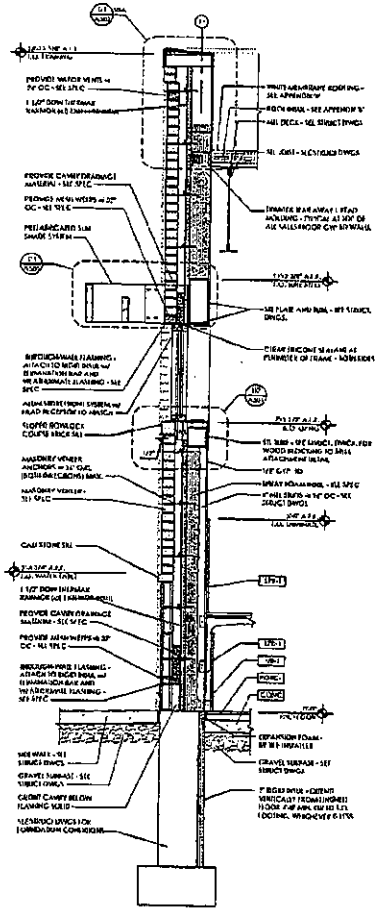
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V7.0 PROTOTYPE - NOT FOR CONSTRUCTION

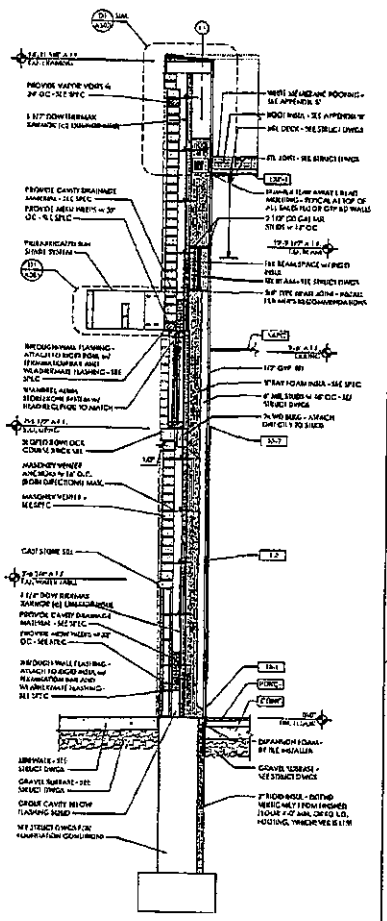
NOTES:
1. REFER TO SCHEDULES ON DRAWING A-605 FOR ALL INSULATION CALLOUTS. WALLS TO BE SEALED AND TAPED PER MFR RECOMMENDATION. WALLS TO HAVE AIRTIGHT OPENINGS AND ALL JOINTS TAPED PER MFR INSTALLATION GUIDE.
2. PRIOR TO ANY INSULATION BEING INSTALLED, CONTRACTOR SHALL HAVE ALL WORK INSPECTED BY AHJ.



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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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

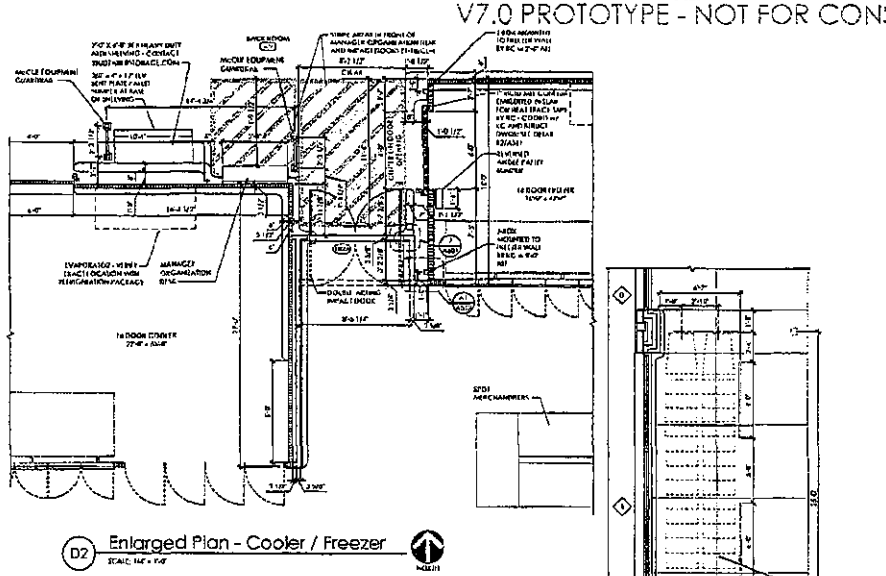
Wall Sections
Drawing Name:

Date: Date	Project No. Proj. No.
Type: RHSD-V7	
Drawn By: XXX	A-306
Scale: As Noted	Drawing No.

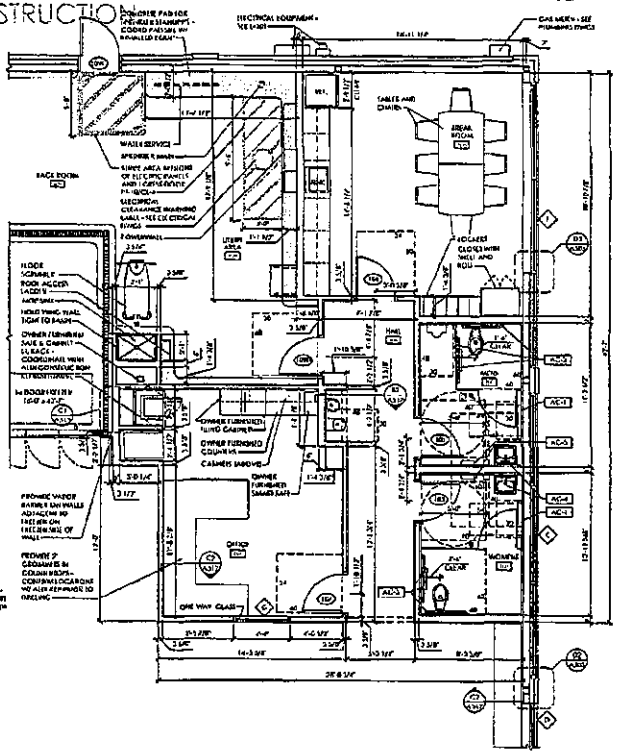
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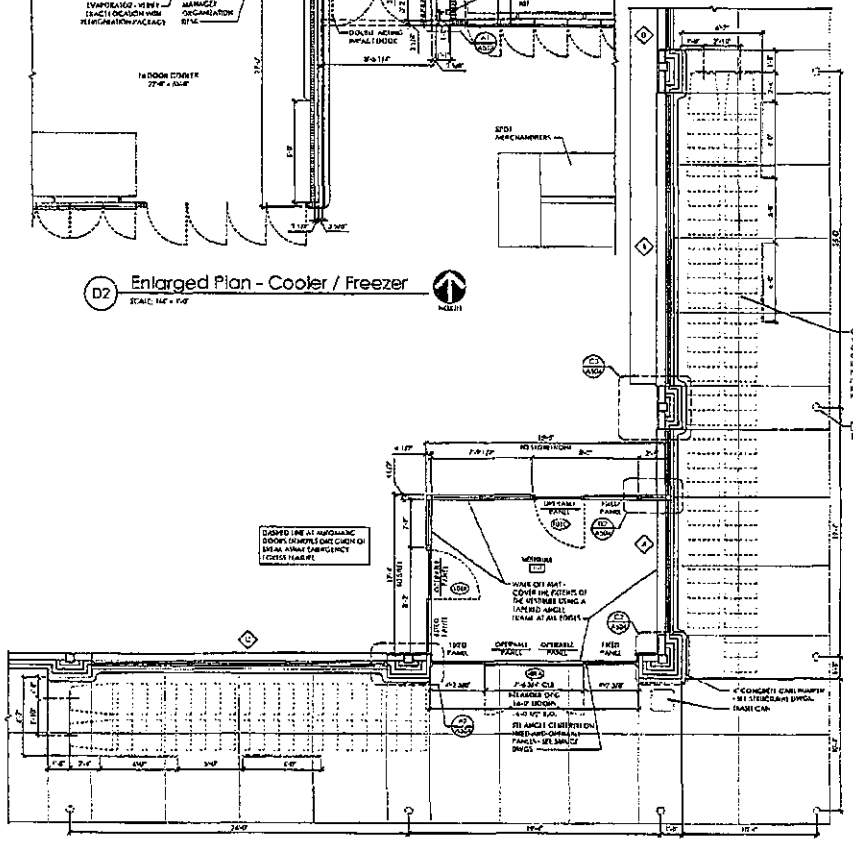
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



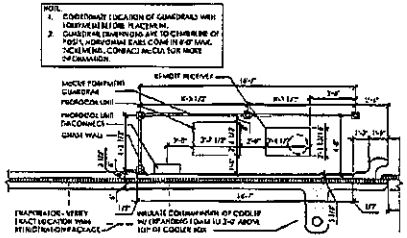
D2 Enlarged Plan - Cooler / Freezer



B2 Enlarged Plan - Ancillary Spaces



C1 Enlarged Plan - Entry



B1 Enlarged Plan - Protocol Unit

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ALDI Inc.
Dimitri Adams
Trenton, City Division State, Zip
(000) 000-0000

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Enlarged Plans

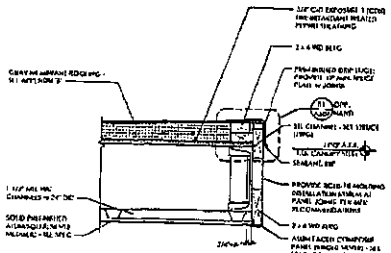
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Date: Date	Project No.
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Drawn By: XXX	A-401
Scale: As Noted	Drawing No.

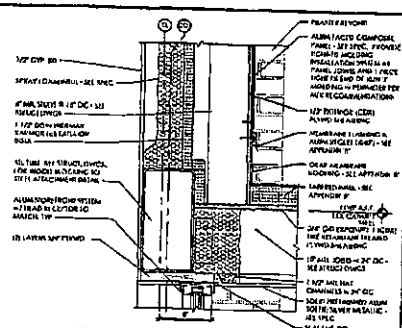
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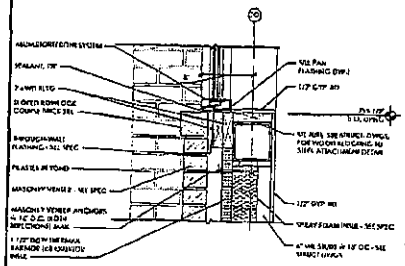
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



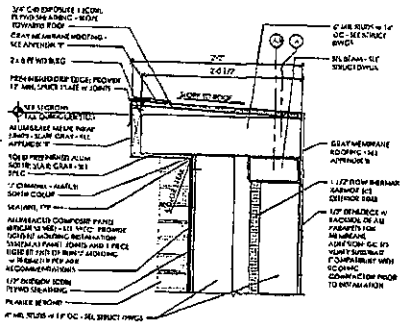
B3 Exterior Section Detail - End of Canopy



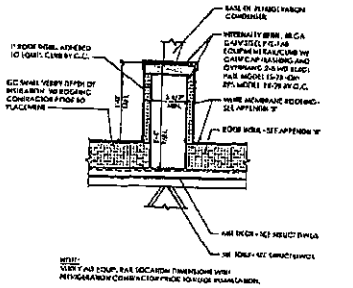
A3 Exterior Section Detail (Low Tower) - Canopy at Windows



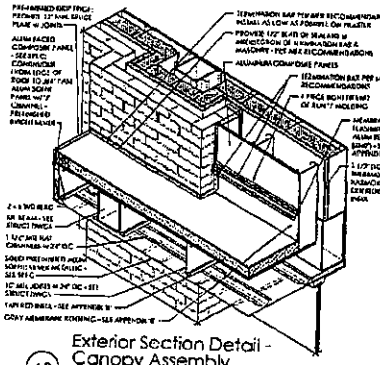
D2 Exterior Section Detail - B.O. Transom Opening



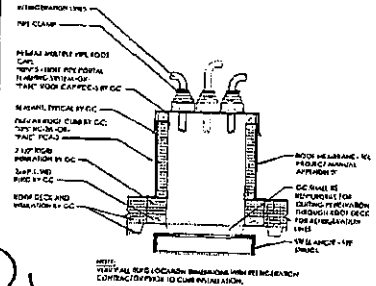
C2 Exterior Section Detail - Parapet at Towers



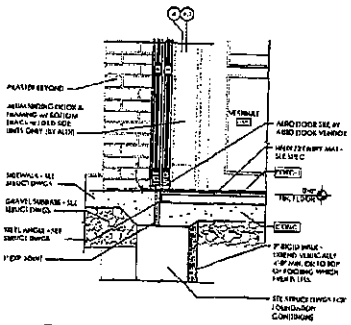
B2 Exterior Section Detail - Equipment Rail



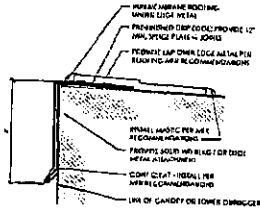
A2 Exterior Section Detail - Canopy Assembly



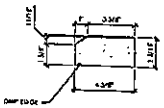
D1 Exterior Section Detail - Multiple Pipe Boot Curb



C1 Exterior Section Detail - Slab at Entry / Exit Door



B1 Exterior Section Detail - Flashing at Canopy



A1 Exterior Section Detail - Water Table Trim

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615 Fullerton Drive
Wexford, PA 15090

ALDI Inc.

Division Address
Elmhurst, Elmhurst, Illinois, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

Exterior Details - Section
Drawing Name:

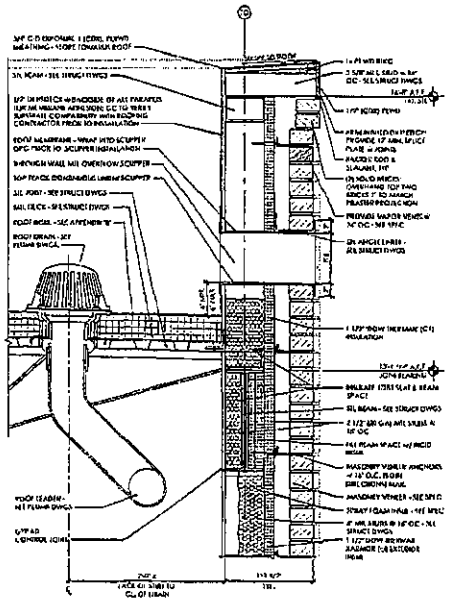
Date: Date
Type: RH50-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-501
Drawing No.

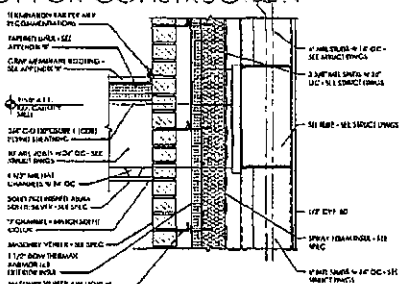
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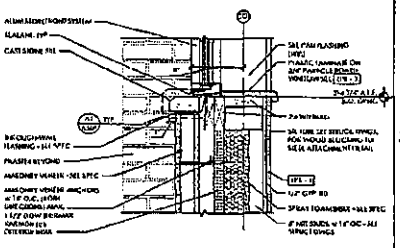
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



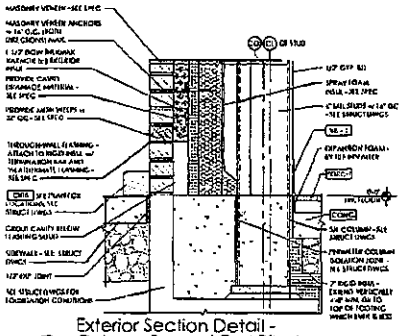
D2 Exterior Section Detail - Parapet at Scupper



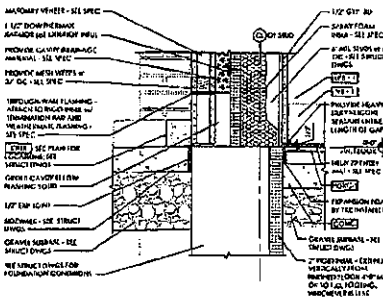
B3 Exterior Section Detail - Canopy at End Pilaster



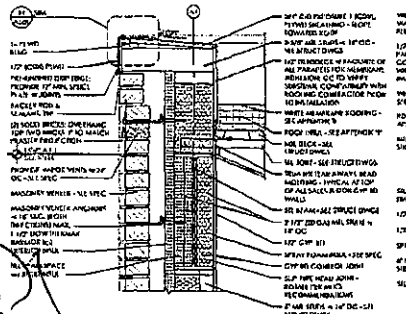
A3 Exterior Section Detail - B.O. Full Height Window Opening



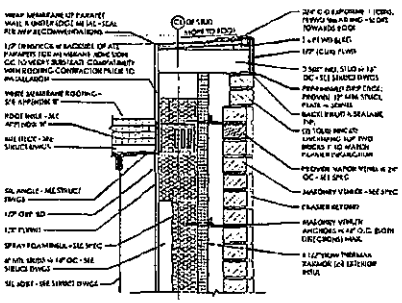
B2 Exterior Section Detail - Column Base at End Pilaster



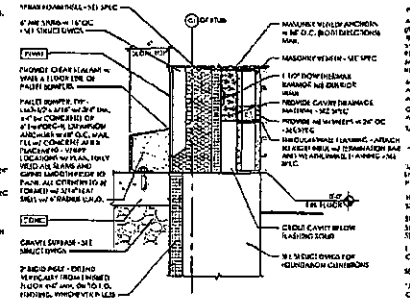
A2 Exterior Section Detail - Typ.Wall Base at Sidewalk



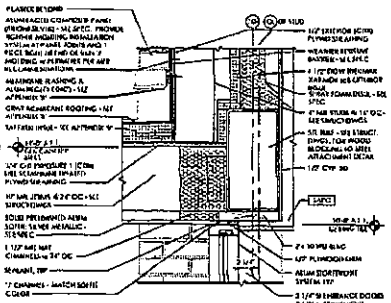
D1 Exterior Section Detail - Parapet at Field



C1 Exterior Section Detail - Parapet at Field



B1 Exterior Section Detail - Typ. Wall Base at Grade



A1 Exterior Section Detail (High Tower) - Canopy Connection at Storefront

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ALDI Inc.
Division of ALDI Inc.
Overland Park, Kansas State, Zip

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Project County
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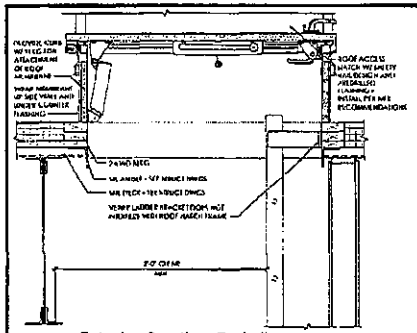
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Drawn By: XXX	A-502
Scale: As Noted	Drawing No.

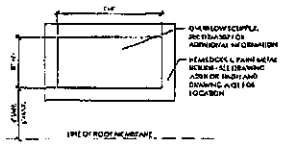
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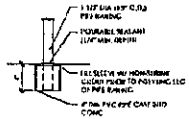
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



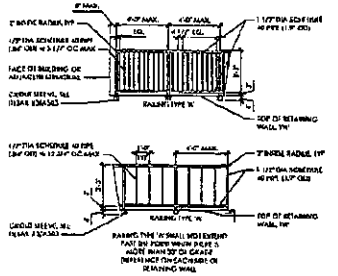
D3 Exterior Section Detail - Roof Hatch



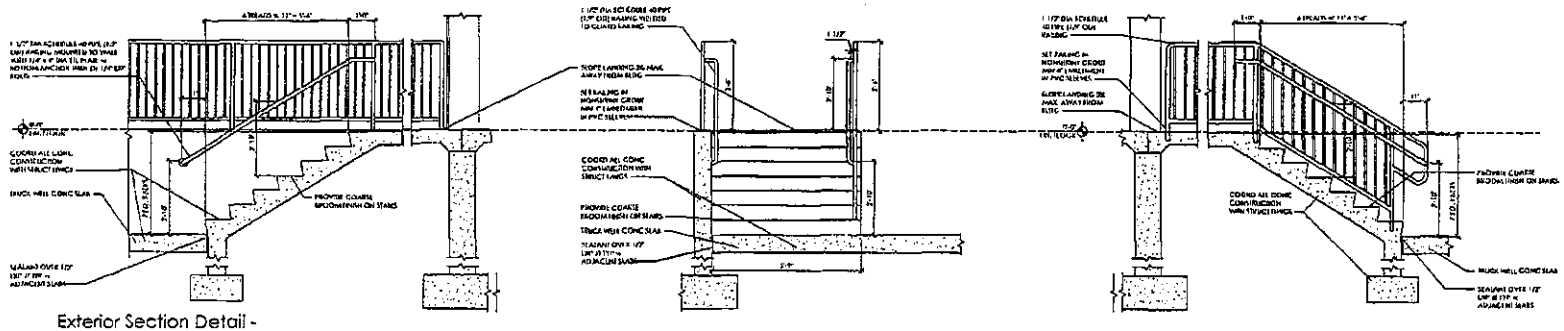
C3 Exterior Detail - Roof Scupper



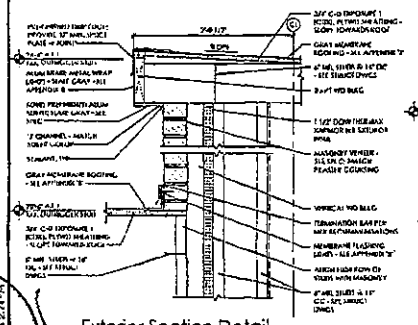
B3 Exterior Detail - Railing Post Base



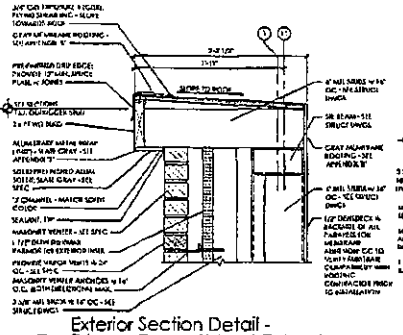
A3 Exterior Detail - Railing Types



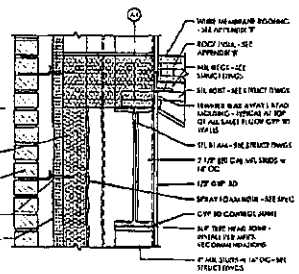
D2 Exterior Section Detail - Loading Dock Stair



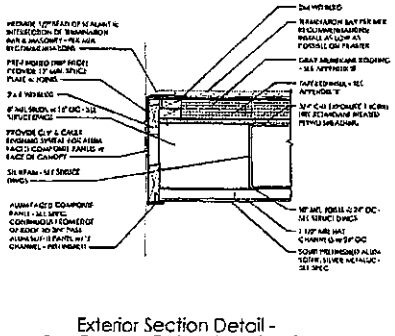
D1 Exterior Section Detail - Tower Connection



C1 Exterior Section Detail - Primary Tower Side at Entry Pilaster



B1 Exterior Section Detail - Wall Assembly at Entry Pilaster



A1 Exterior Section Detail - Canopy Return to Entry Pilaster

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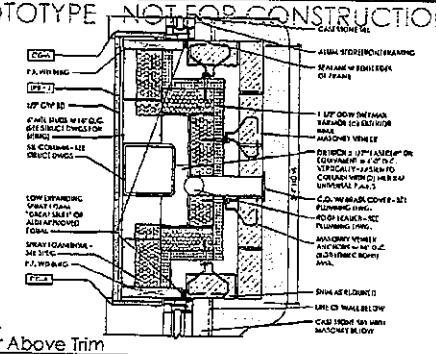
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Project Name & Location

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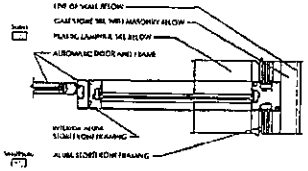
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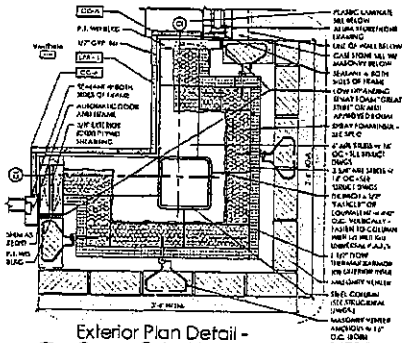
V7.0 PROTOTYPE - NOT FOR CONSTRUCTION



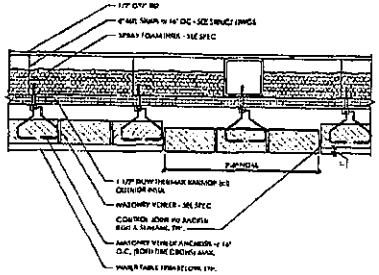
C3 Exterior Plan Detail - Middle Entry Pilaster Above Trim



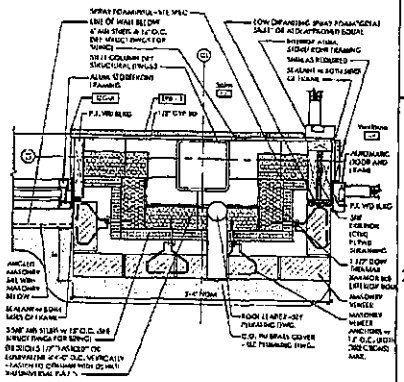
D2 Exterior Plan Detail - Vestibule Connection to Storefront



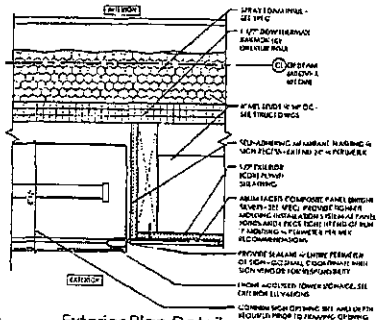
C2 Exterior Plan Detail - Corner Entry Pilaster



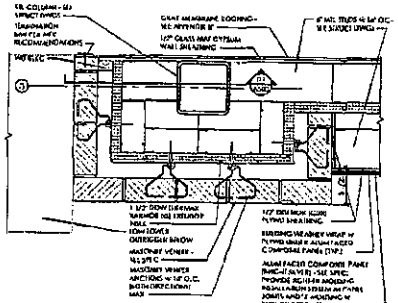
B2 Exterior Plan Detail - Field Pilaster Above Trim



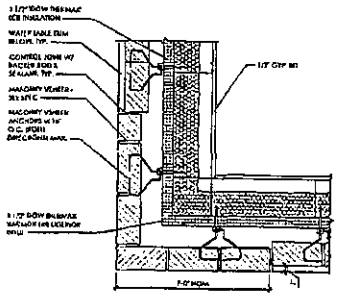
A2 Exterior Plan Detail - Middle Entry Pilaster Above Trim



D1 Exterior Plan Detail - Signage Connection



C1 Exterior Plan Detail - Middle Entry Pilaster at Parapet



A1 Exterior Plan Detail - Corner Pilaster Above Trim

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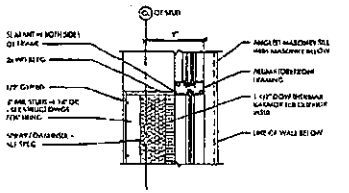
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Project Address
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Project County
Project Name & Location

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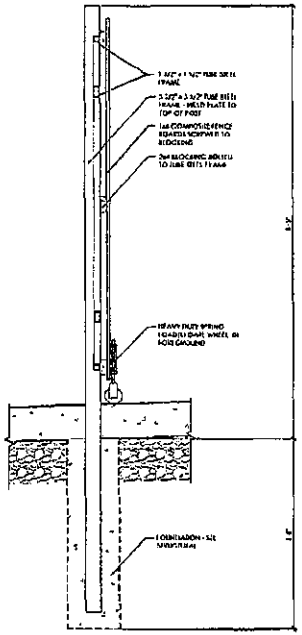
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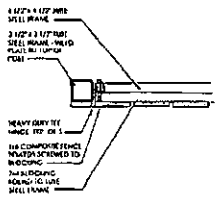
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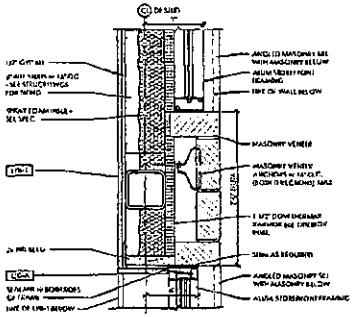
D3 Exterior Plan Detail - Partial Spandrel Window



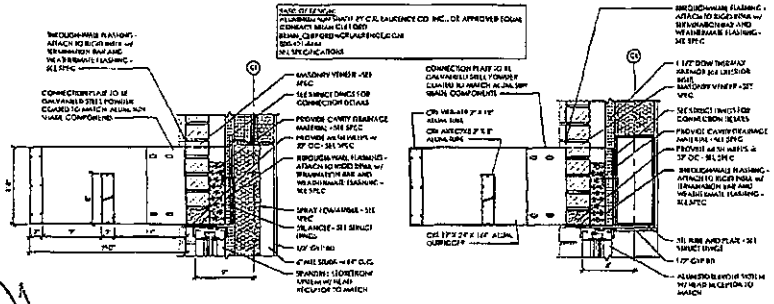
C2 Exterior Section Detail - Dumpster Post



A3 Exterior Plan Detail - Dumpster Post

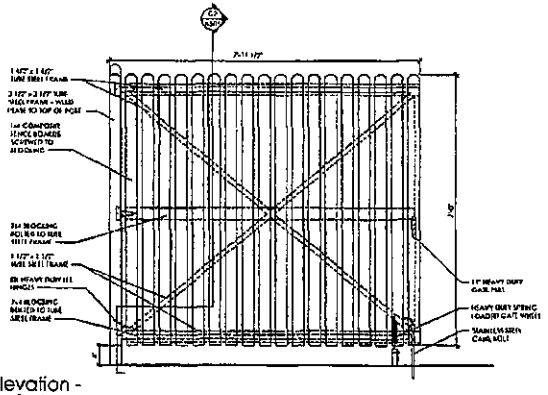


D2 Exterior Plan Detail - Clerestory Window



B1 Exterior Section Detail - Sun Shade at Spandrel Window

C1 Exterior Section Detail - Sun Shade at Clerestory Window



B1 Exterior Elevation - Dumpster Gate

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ALDI Inc. Store #: XX
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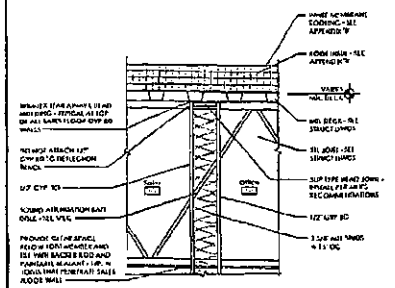
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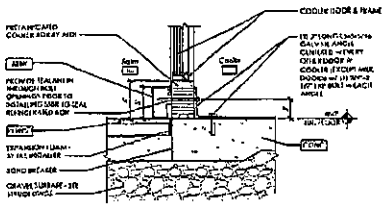
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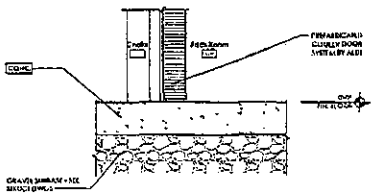
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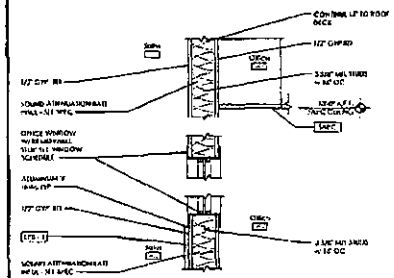
D3 Interior Section Detail - Interior Wall Head at Sales



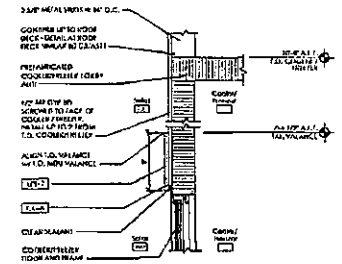
C3 Interior Section Detail - Cooler at General Doors



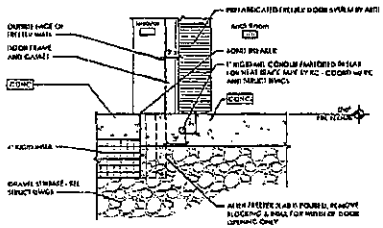
B3 Interior Section Detail - Cooler at Service Door



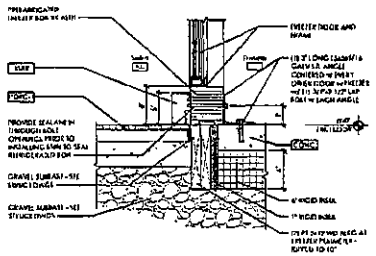
D2 Interior Section Detail - Office Window



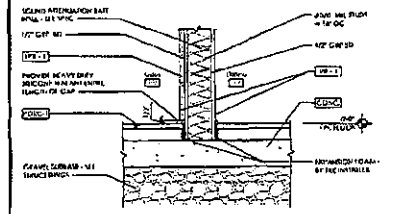
C2 Interior Section Detail - T.O. Cooler/Freezer at Sales



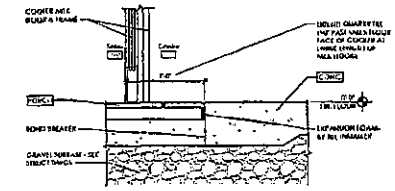
B2 Interior Section Detail - Freezer at Service Door



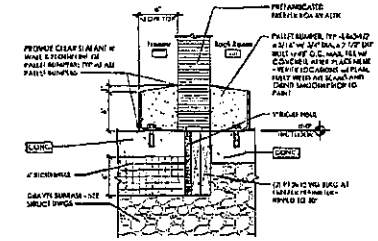
A2 Interior Section Detail - Freezer at General Doors



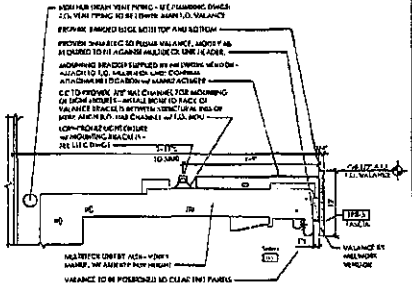
D1 Interior Section Detail - Wall Base at Office and Sales



C1 Interior Section Detail - Cooler at Milk Doors



B1 Interior Section Detail - Freezer at Back Room



A1 Interior Section Detail - MDU Valance

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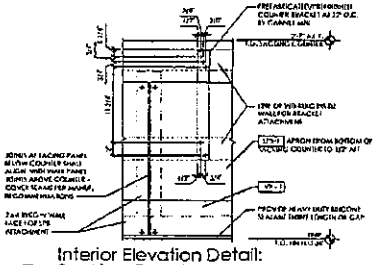
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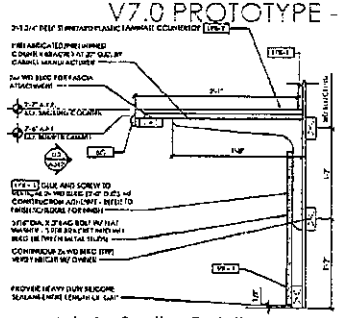
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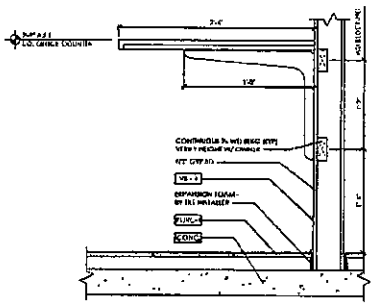
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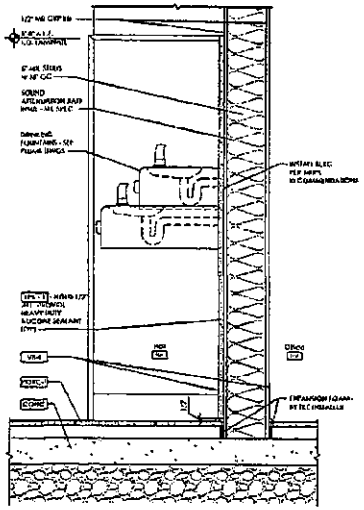
D3 Interior Elevation Detail: Sacking Counter



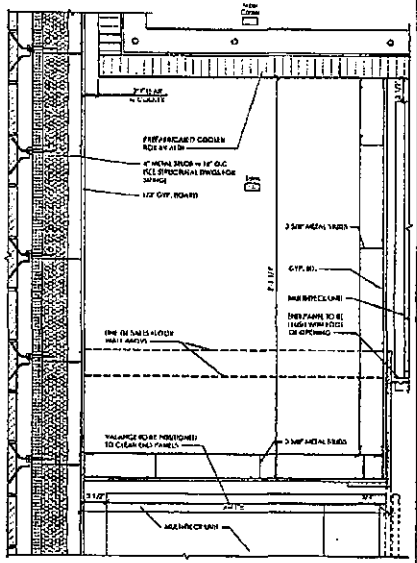
C3 Interior Section Detail - Sacking Counter



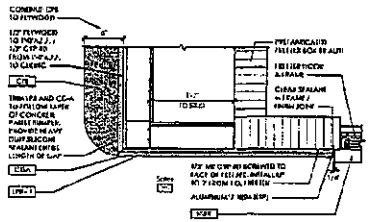
C2 Interior Section Detail - Office Counter



B2 Interior Section Detail: Drinking Fountain



A2 Interior Plan Detail - MDU and Cooler Alcove



A1 Interior Plan Detail - Wall Near Flap Doors

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Seal

PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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APD ENGINEERING & ARCHITECTURE, PLLC
645 Fishers Run
Victor, NY 14564
585.742.1595
www.apdpllc.com

ALDI Inc.

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location

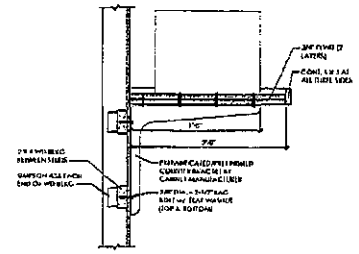
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Date: Date	Project No.
Type: RHSD-V7	Proj. No.
Drawn By: XXX	A-512
Scale: As Noted	Drawing No.

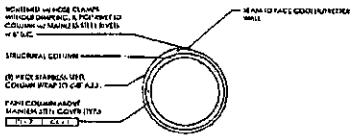
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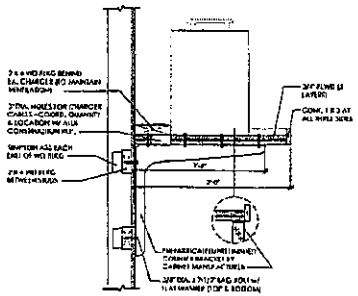
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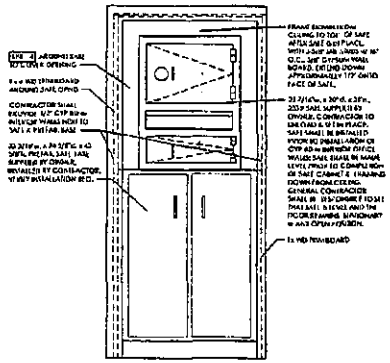
C3 Interior Section Detail - UPS Shelf



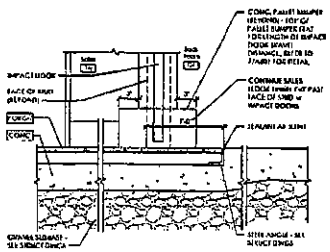
A3 Interior Plan Detail - Sales Area Column Wrap



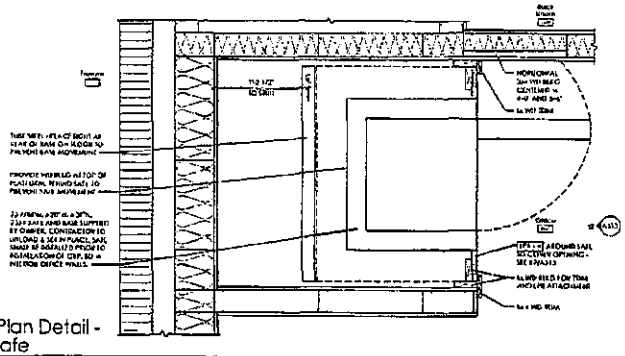
C2 Interior Section Detail - Charger Shelf



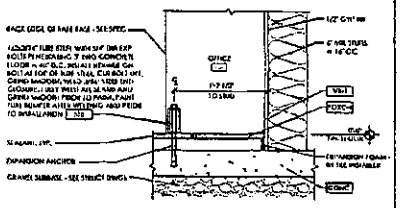
R2 Interior Elevation Detail - Office Safe



A2 Interior Section Detail - Slab at Impact Door



C1 Interior Plan Detail - Office Safe



A1 Interior Section Detail - STB Behind Safe

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A1 Issued for Bid/Reference	04/10/24
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Seal

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PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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615 Famers Blvd
Victor, NY 14564

ALDI Inc.
Address Address
Dixon City, Dixon State, Zip

ALDI Inc. Store #: XX
Project Name
Project Address
Project Town, State, Zip
Project County
Project Name & Location:

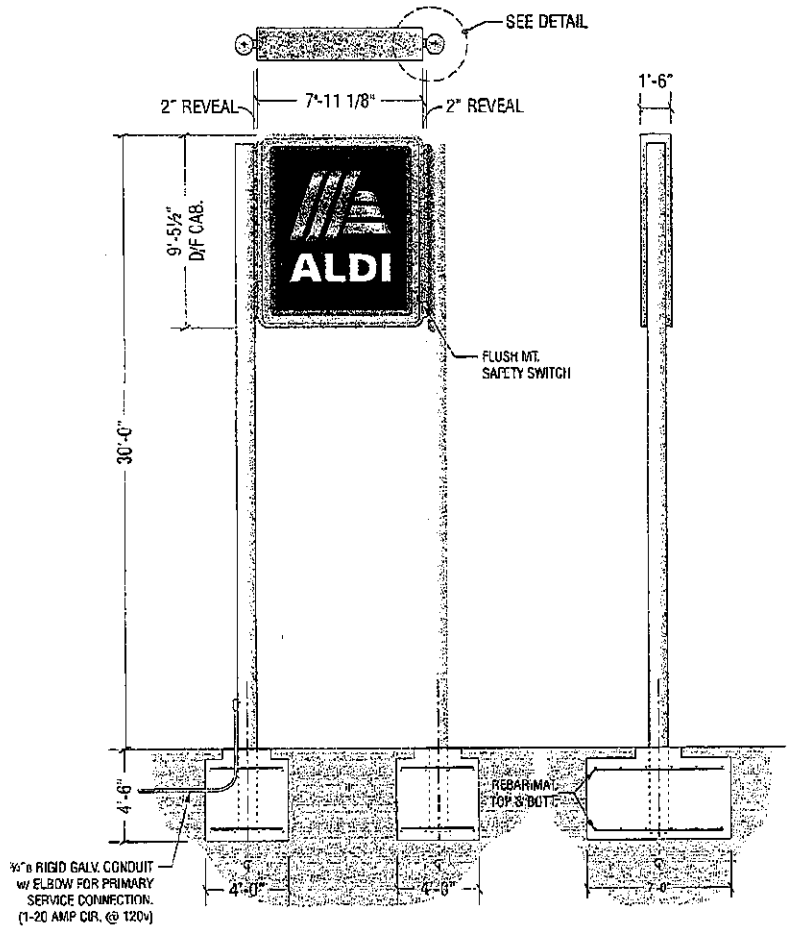
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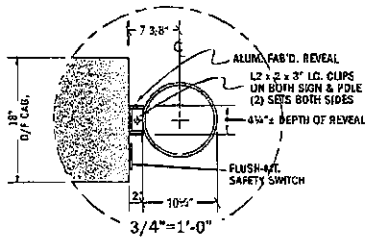
Date: Date
Type: RMSD-V7
Drawn By: XXX
Scale: As Noted

Project No.
Proj. No.
A-513
Drawing No.

D C B A

3 2 1





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

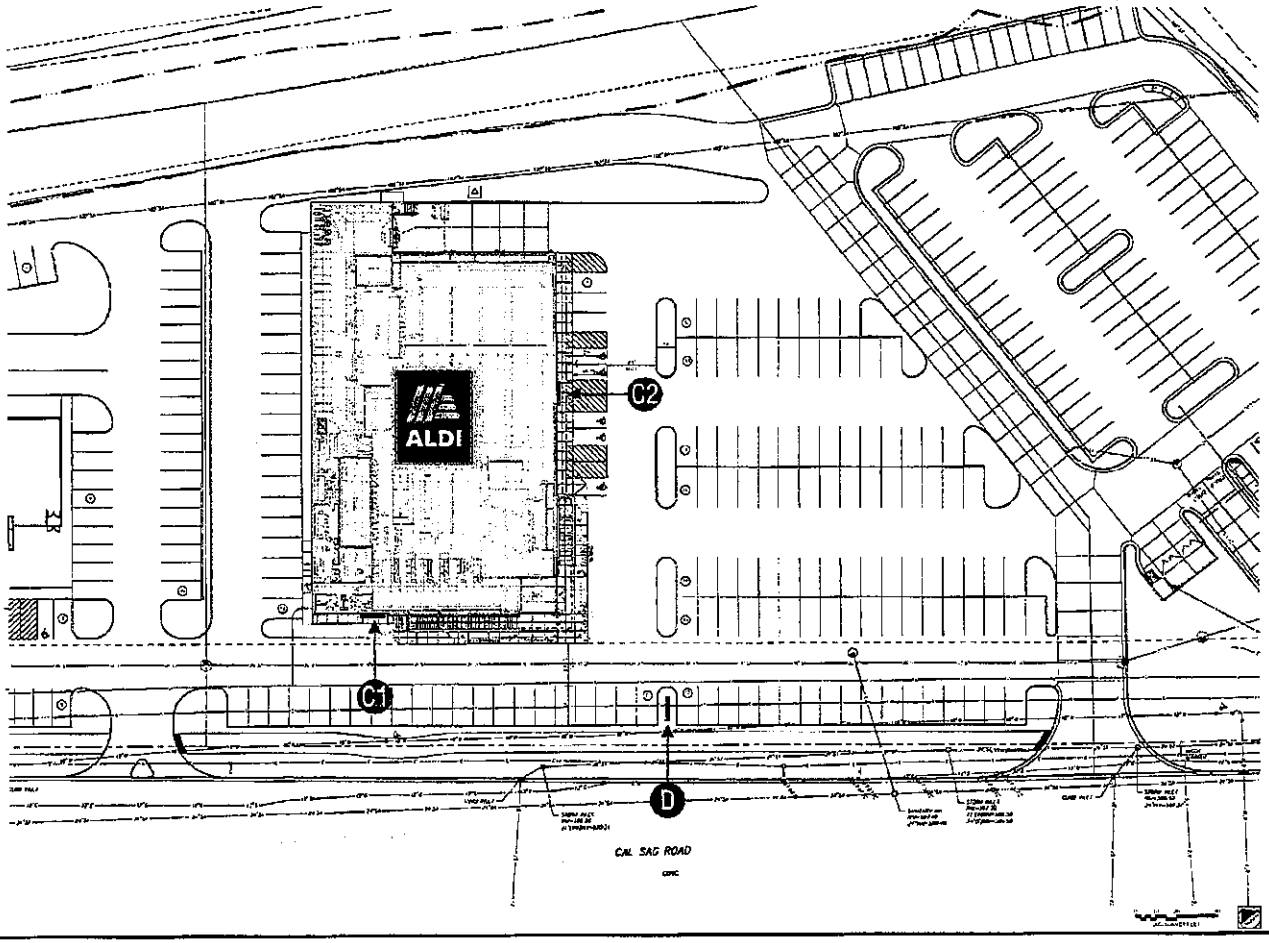
DATE	REVISION

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:	03.30.2016	SHEET NO.	3

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DOYLE
GENERAL SIGN CONTRACTORS

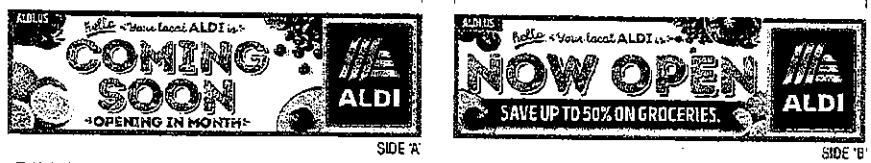
DATE	REVISION

CUSTOMER APPROVAL DATE

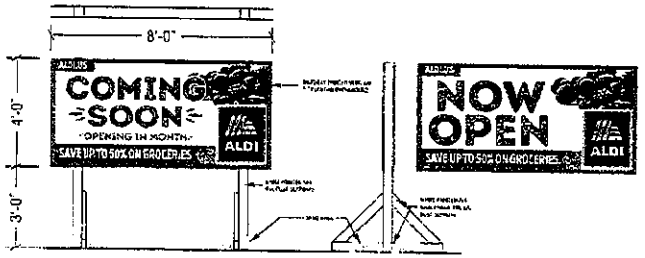
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CLIENT	ALDI #48R						
ADDRESS	4800 CAL SAG RD						
CITY	CRESTWOOD	STATE	IL	DESIGNER	KM	SALESPERSON	TD
DRWG. NO.	16573 B	SCALE:	NOTED	DATE:	03.30.2018	SHEET NO.	1

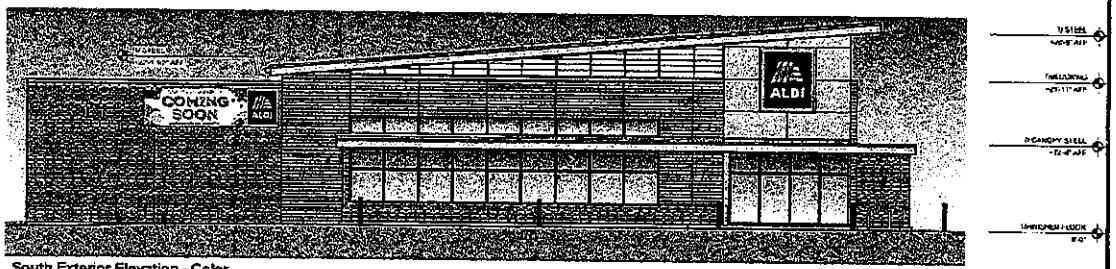
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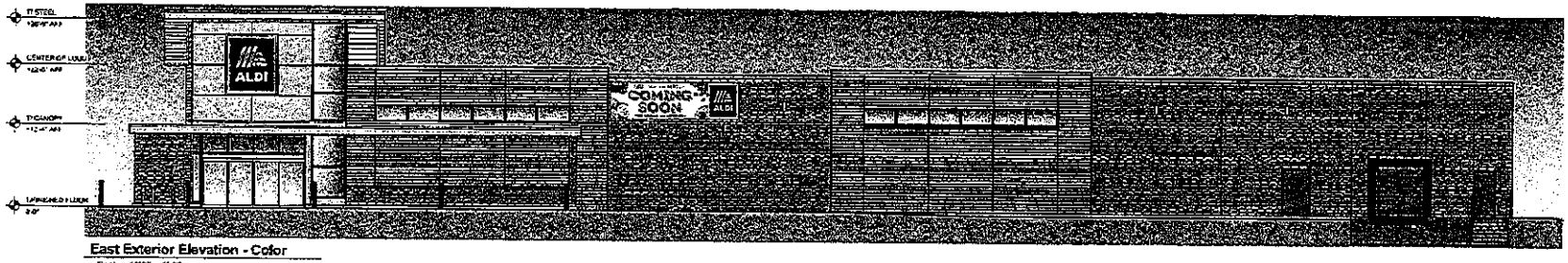
C TWO(2) DOUBLE SIDED, DIGITALLY PRINTED BANNERS
SCALE: 3/16"=1'



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"

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 B	SCALE:	NOTED	DATE:	03.30.2018	SHEET NO.	2

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EXHIBIT "G"

RESERVED

EXHIBIT "H"

CONTROLLED ACCESS PROPERTY

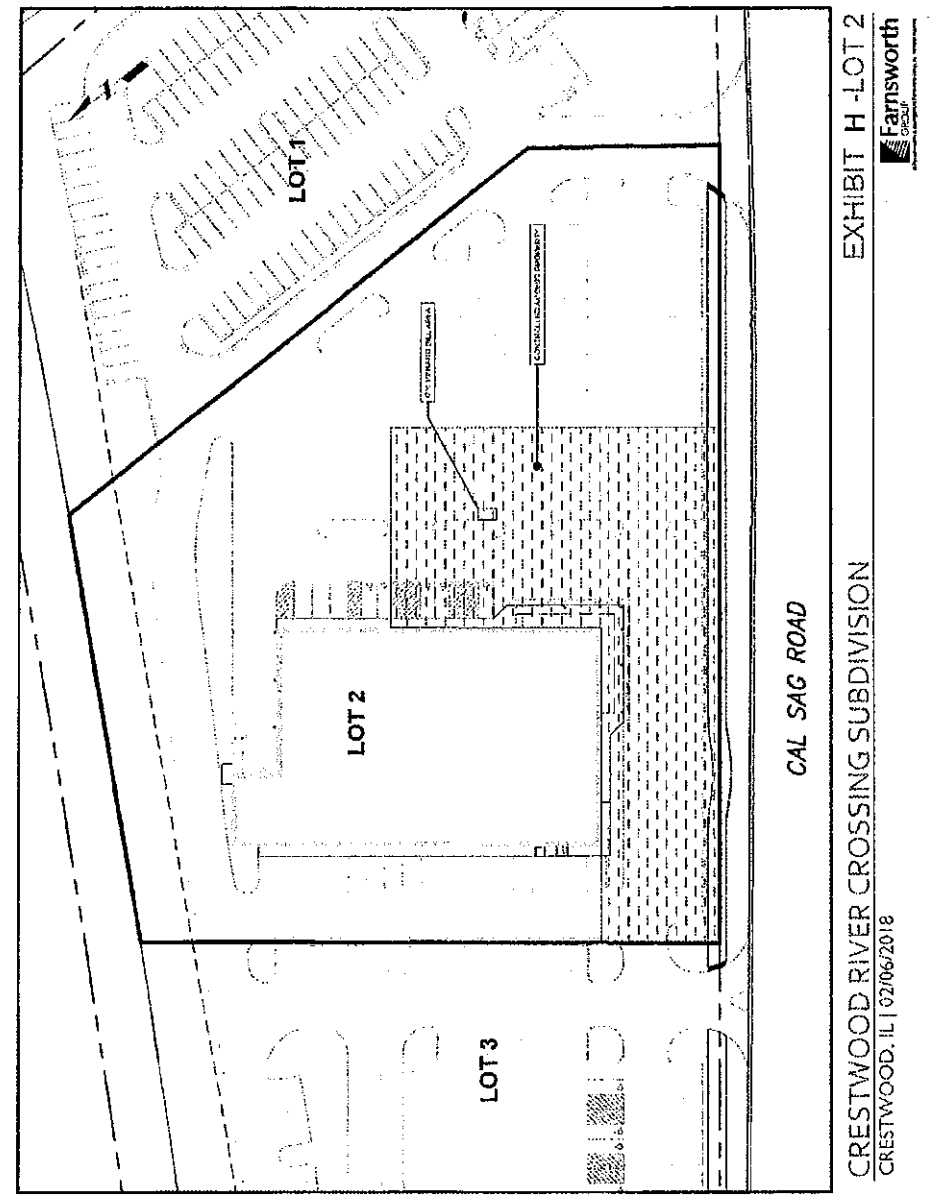


EXHIBIT "I"

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.

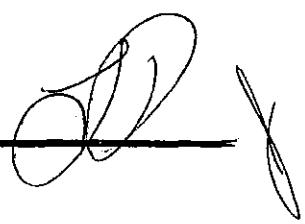
(2) Payment of all utility charges relating to the Common Areas on such Lot.

(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

10

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

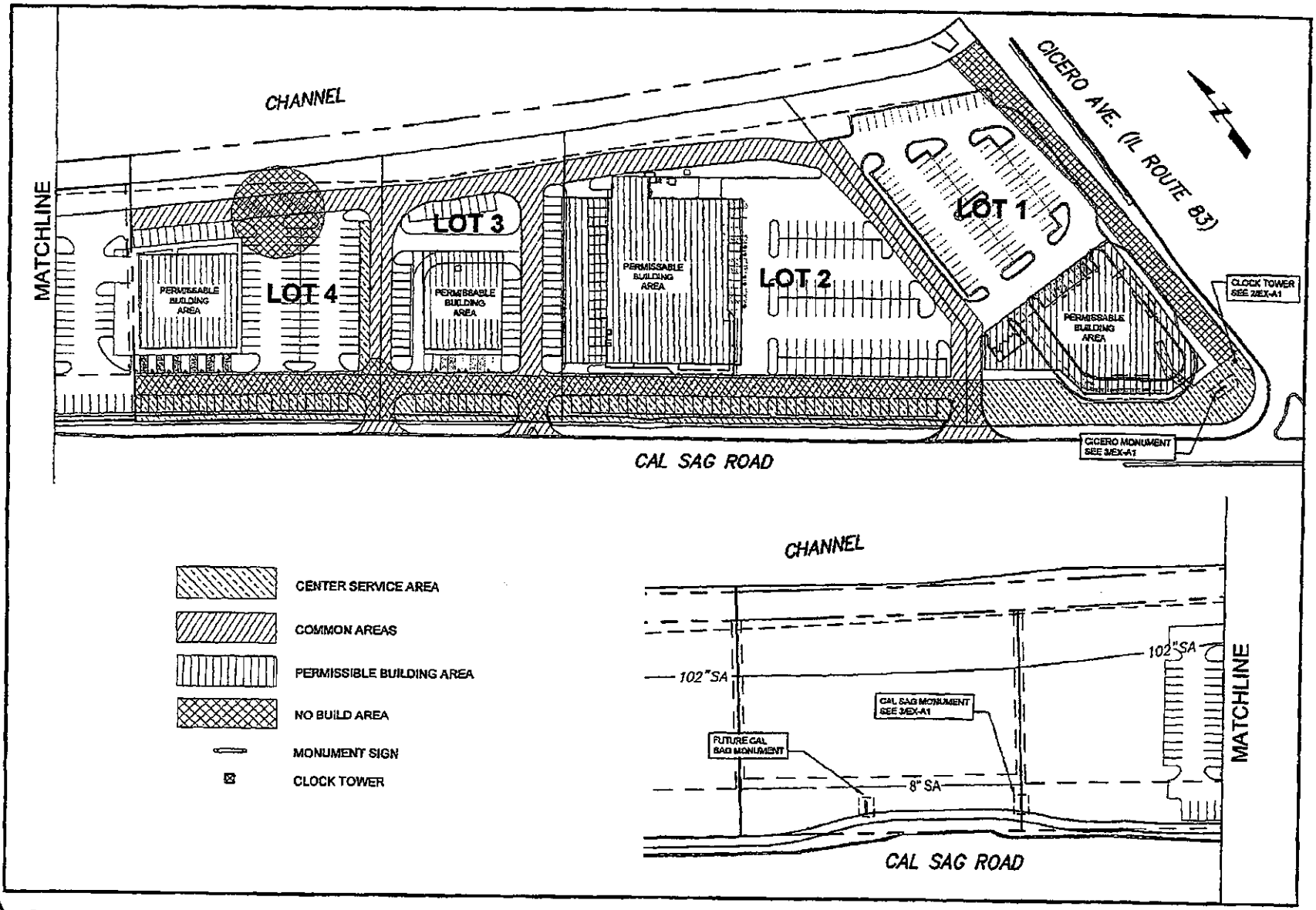
THIS DOCUMENT PREPARED BY:

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

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)

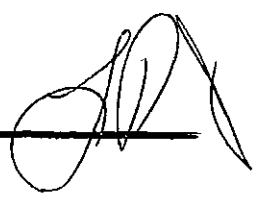


Exhibit A-2 (Continued)
Legal Description of Lot 2

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

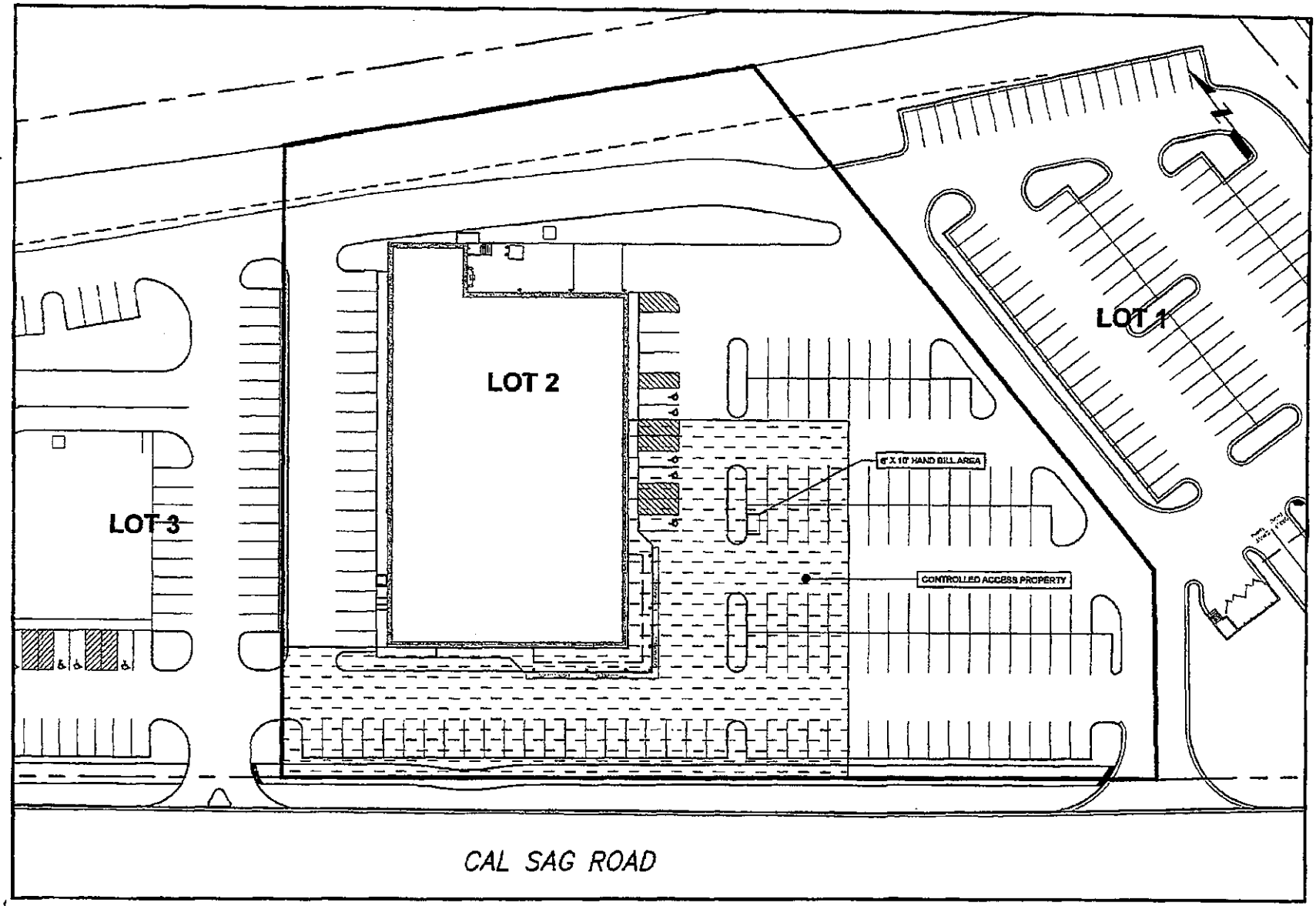
A CENTRAL ANGLE OF 47°22'36" AN ARC DISTANCE OF 2.48 FEET TO A POINT OF NON-TANGENCY;
THENCE SOUTH 40°06'18" EAST, 1.50 FEET TO A POINT OF NON-TANGENCY;
THENCE SOUTH 0°00'37" EAST, 92.02 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 82°04'33" WEST, 1.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE 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

Farnsworth GROUP

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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.

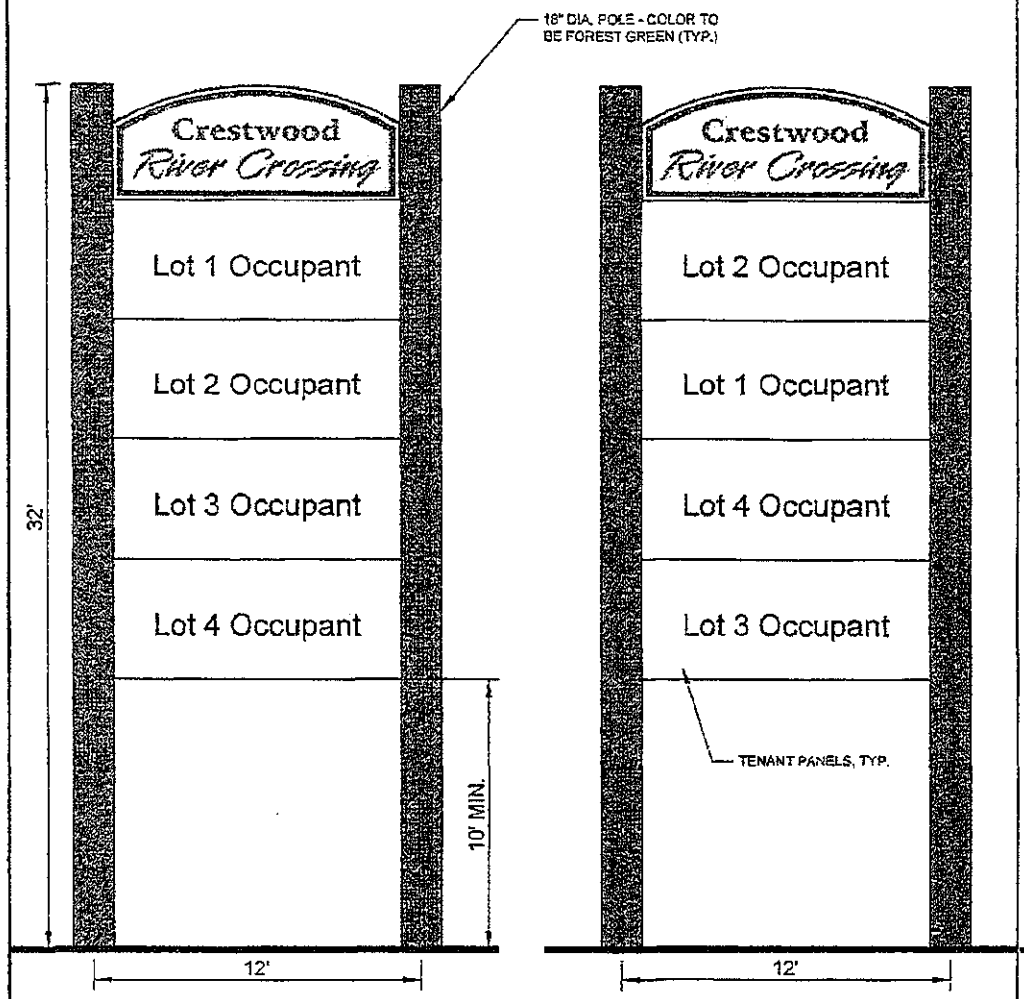
VI. PROCEDURE AND SCHEDULE FOR COMPLETION OF SIGN DRAWINGS

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

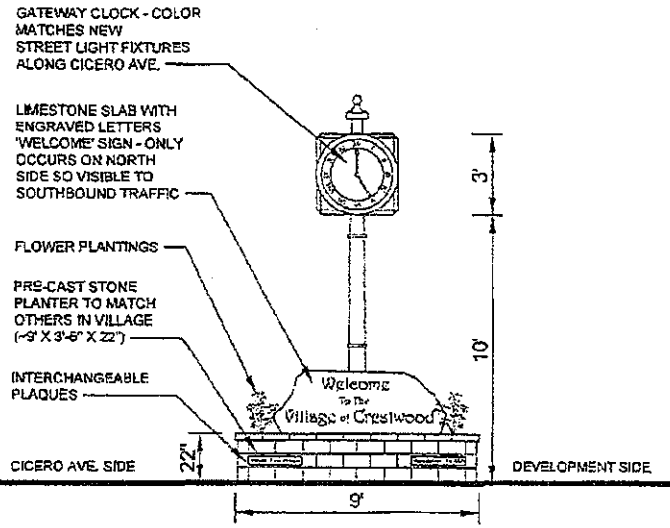
is UL approved. Crestwood will return one (1) set to Occupant with its required modifications and/or approval.

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

Farnsworth GROUP

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

Agr. 959-19

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

E-4

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

Faya | C:\Users\Faya\Desktop\Crestwood River Crossing Demised Chick-Fil-A.dwg | 10/23/2018 1:44 AM |

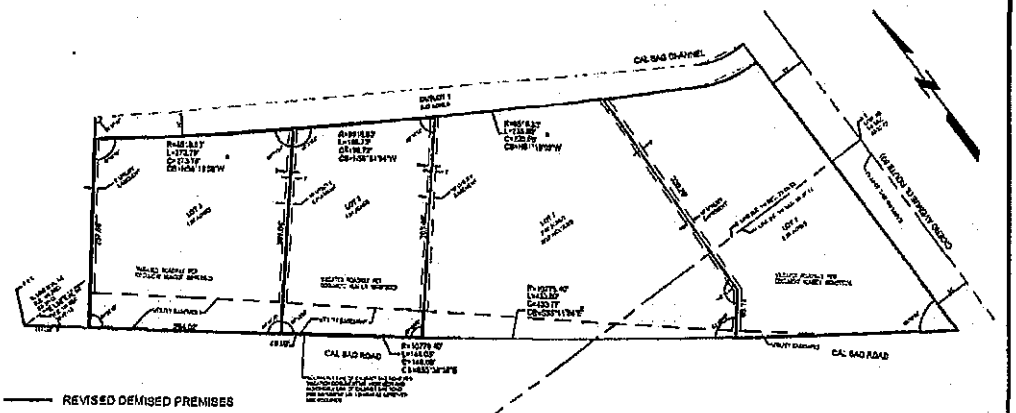
LEGAL DESCRIPTIONS TO BE KNOWN AS:

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:	0150694.00	
Book No:		
Drawn by:	TWE	
Reviewed:	KDV/TWE	
Date:	12-12-17	

CRESTWOOD RIVER CROSSING
LOTS 3 AND 4

EXHIBIT
Rubber
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."

E-5

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 CREST WOOD (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

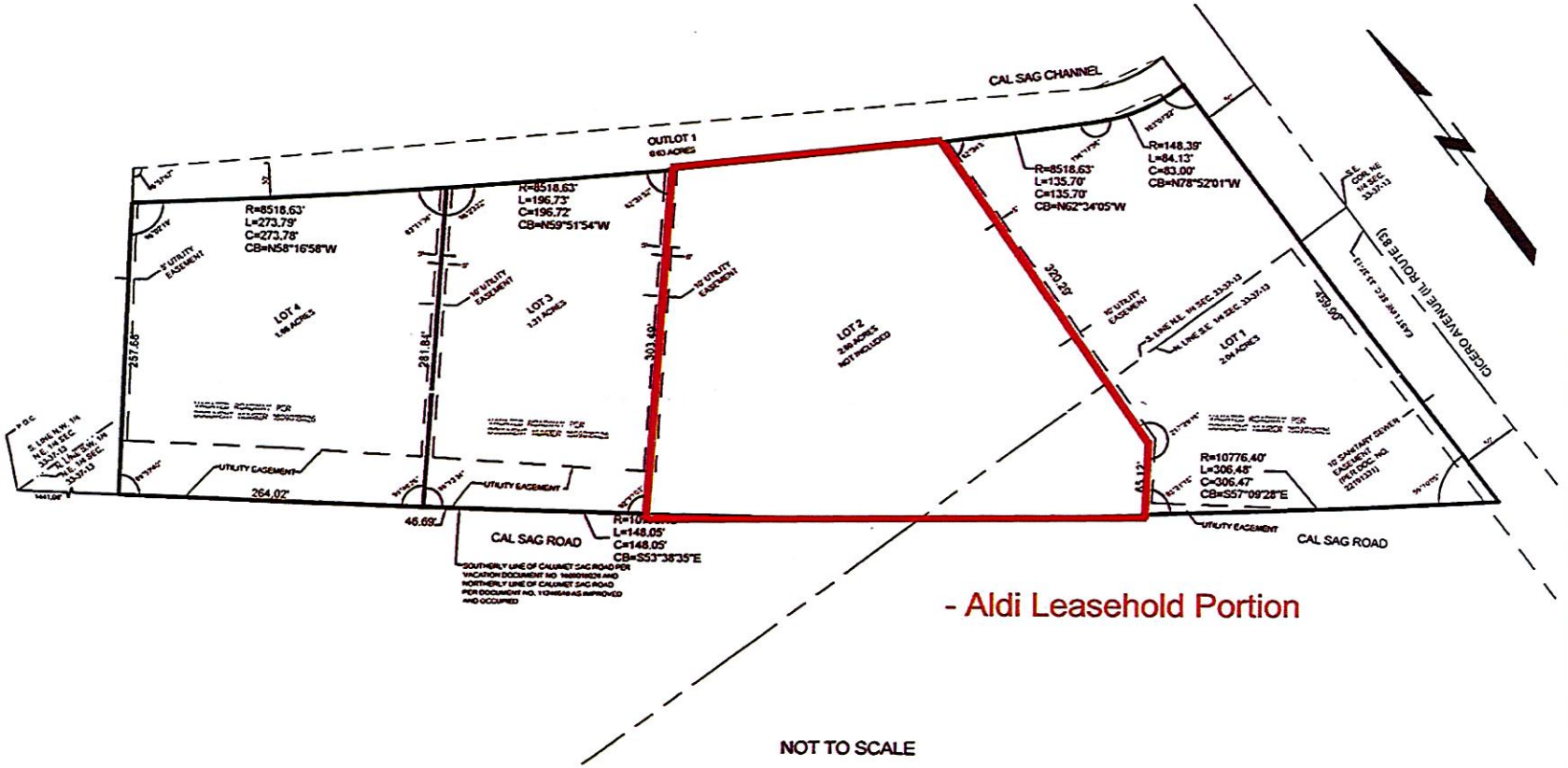
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LEGAL DESCRIPTIONS TO BE KNOWN AS:

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.



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
A

Farnsworth GROUP
18311 N. CREEK DRIVE, SUITE F
TINLEY PARK, ILLINOIS 60477
(708) 326-4000 / info@f-w.com

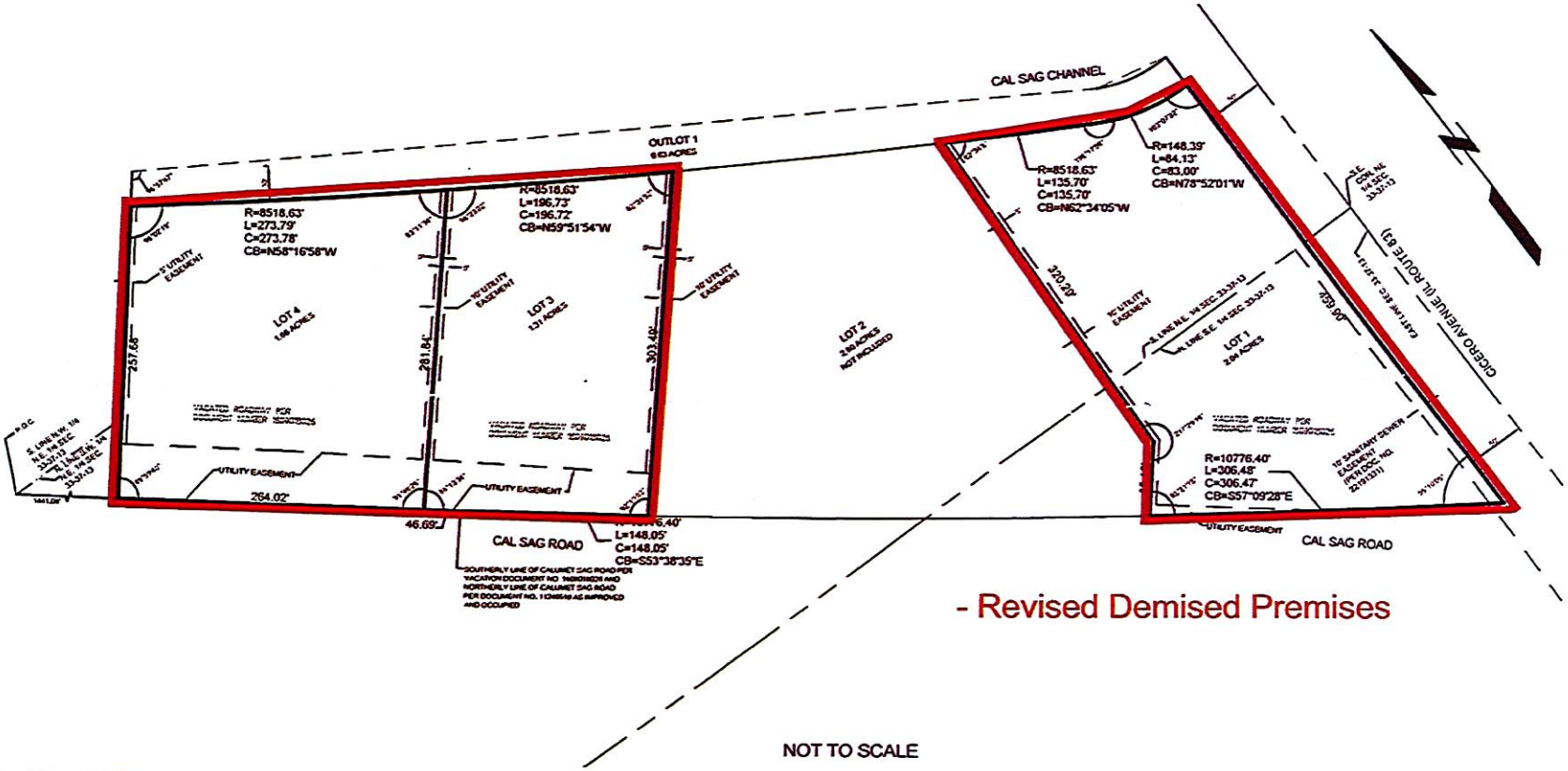
| teshleman | C:\Users\teshleman\Documents\Crestwood River Crossing.dwg | 12/12/2017 12:02 PM |

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.

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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 B

tabbies

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
tabbies
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)

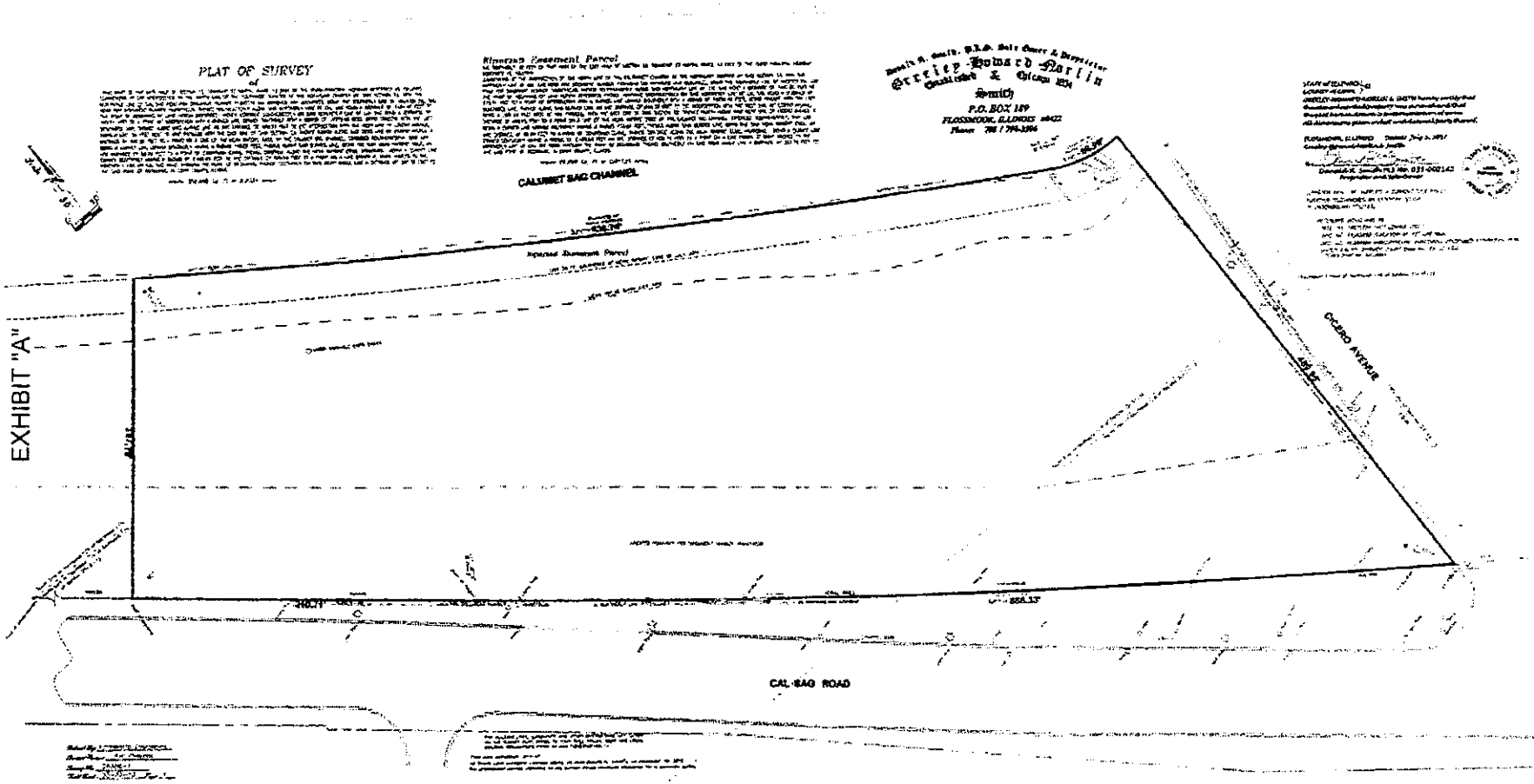


EXHIBIT "A"
LEGAL DESCRIPTION

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 Johnson

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:

_____

Village of Crestwood - Jurat

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

Village of Crestwood - Jurat

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)

This space reserved for recorder's use only.

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

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 RIGIITS 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), trichloroethylene, 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.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[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 Presti
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:

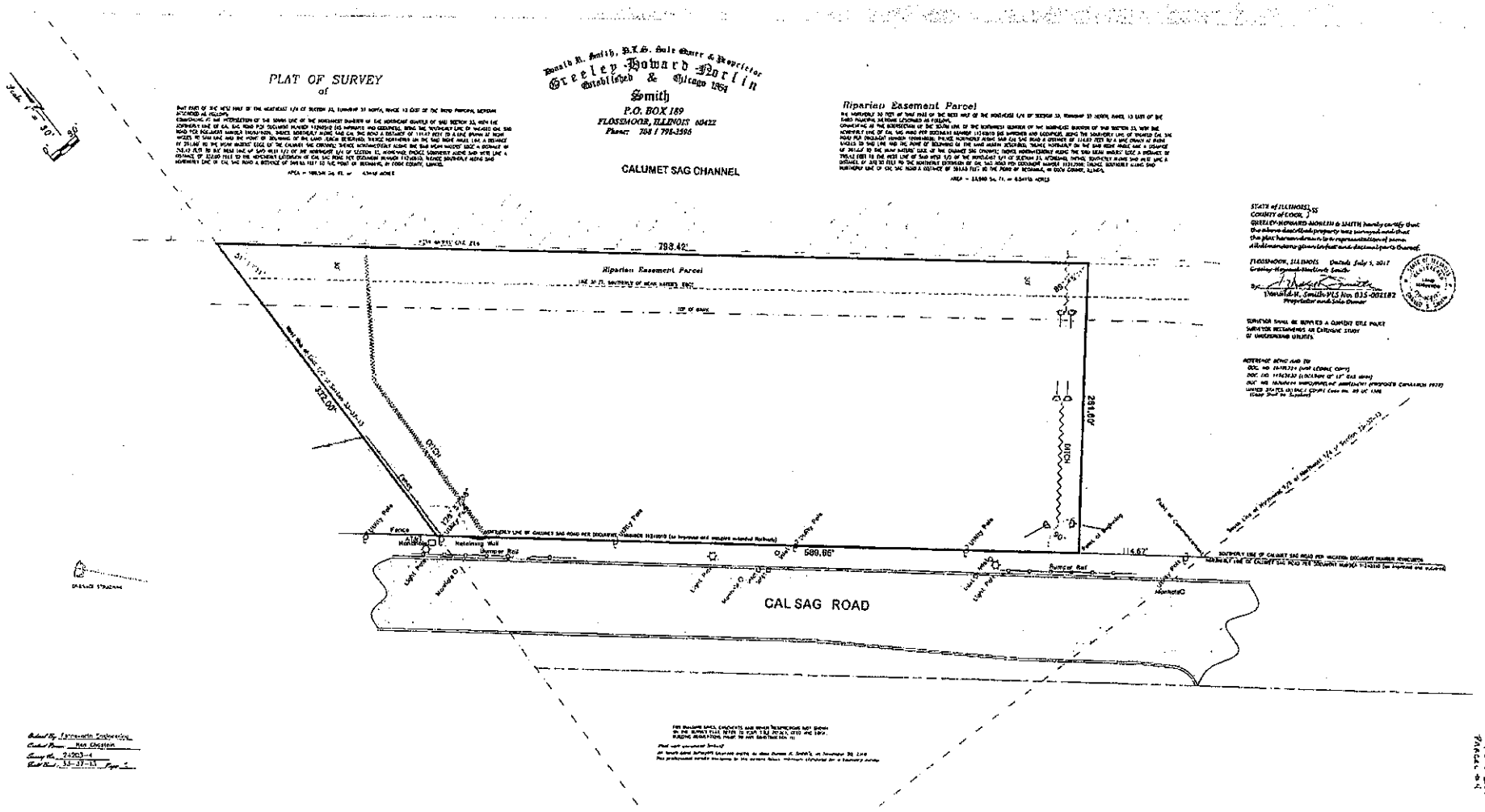
Fee ✓

Insurance ✓

Bond N/A

EXHIBIT "A"

PLAT OF SURVEY CONTAINING LEGAL DESCRIPTION


PLAT OF SURVEY
of
Donald R. Smith, P.L.S. Sole Owner & Proprietor
Greeley-Howard-Morelin
Established & Chicago 1854
Smith
P.O. BOX 189
FLOSSMOOR, ILLINOIS 60422
Phone: 708 / 798-3595
CALUMET SAG CHANNEL
Riparian Easement Parcel
793.42'
Riparian Easement Parcel
85.00'
291.69'
272.00'
DITCH
Fence
Retaining Wall
Barrier Rail
589.86'
114.67'
CAL SAG ROAD
STATE of ILLINOIS,)
COUNTY of COOK,) SS
FLOSSMOOR, ILLINOIS Dated: July 5, 2017
By:
Donald R. Smith #PLS No. 035-001182
Proprietor and Sole Owner
SURVEYOR SHALL BE SERVED A CURRENT TITLE POLICY
SURVEYOR RECOMMENDS AN EXPANDED STUDY
OF UNDERGROUND UTILITIES.
Prepared By: Farnsworth Engineering
Checked From: Ron Clayton
Survey No. 24903-4
Book No. 35-37-33 Page 5
CAL SAG WEST
PARCEL 4

PLAT OF SURVEY

of

Riparian Easement Parcel

Donald R. Smith, P.L.S. Sole Owner & Proprietor
Greeley Howard Merlin
Established & Chicago 1854
Smith
P.O. BOX 189
FLOSSMOOR, ILLINOIS 60422
Phone: 708 / 798-3596

STATE of ILLINOIS } SS
COUNTY of COOK }

GREELEY-HOWARD-MERLIN & SMITH hereby certify that the above described property was surveyed and that the plat hereon drawn is a representation thereof made all dimensions as given in feet and decimals thereof.

FLOSSMOOR, ILLINOIS Dated: July 3, 2017

Donald R. Smith, PLS No. 035-001167
Proprietor and Sole Owner

JURISDICTION SHALL BE LIMITED TO A CURRENT ALTA POLICY SUBJECT TO EXCEPTIONS AS DETERMINED BY A CURRENT STUDY OF UNDERGROUND UTILITIES

CALUMET SAG CHANNEL

332.67'

Arc 574.86'

Riparian Easement Parcel

264.39'

264.78'

907.0'

CAL SAG ROAD

Richard Ely Farnsworth Engineering
Contact Person: Ken Cheston
Survey No. 34203-2
Work Book: 33-37-13 Page: 1

CAL SAG WEST PARCEL # 1

EXHIBIT "B"

AERIAL PHOTOGRAPH

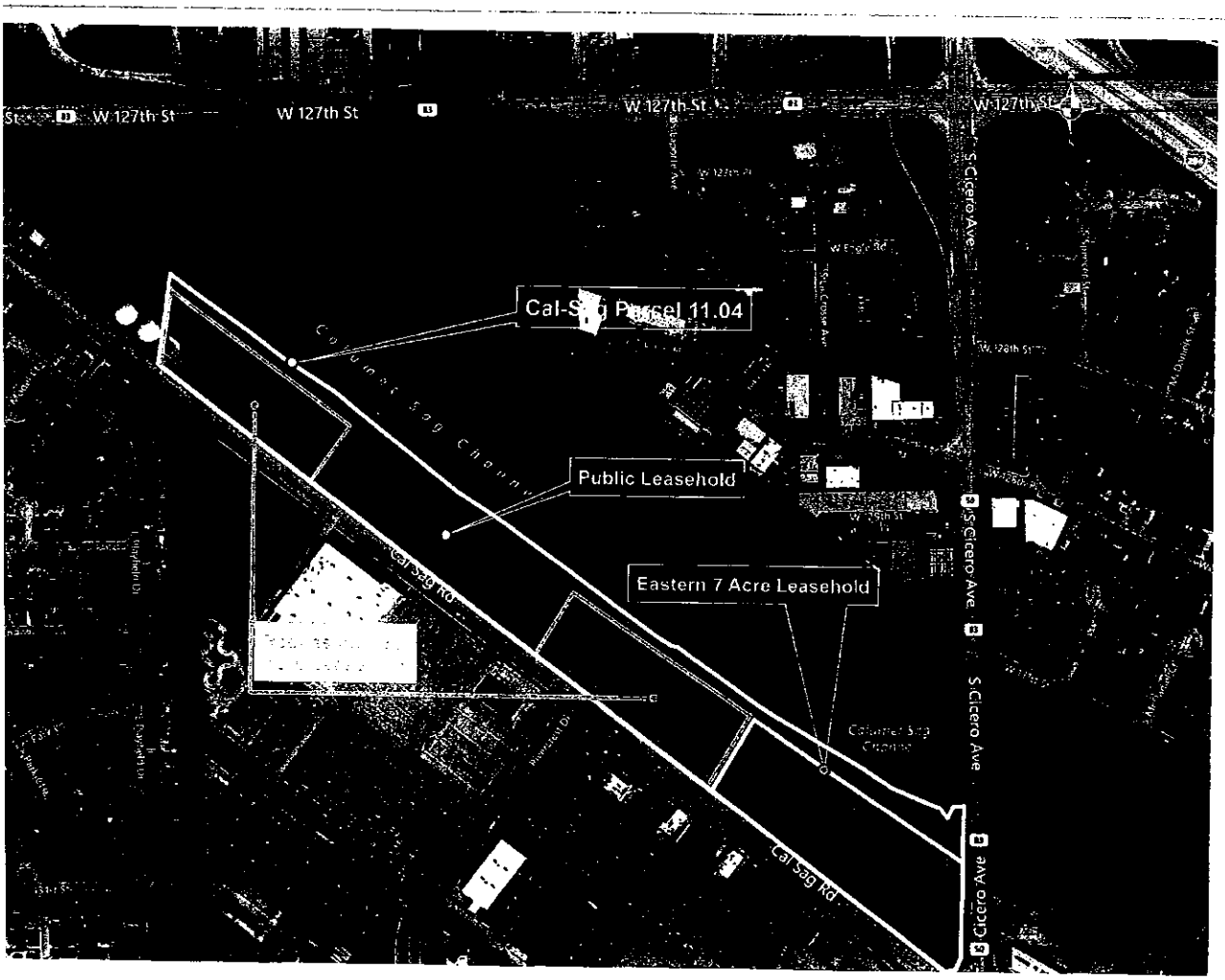

W 127th St
W 127th St
W 127th St
S Cicero Ave
Cal-Sag Parcel 11.04
Public Leasehold
Eastern 7 Acre Leasehold
Cal Sag Rd
Cal Sag Rd
S Cicero Ave
S Cicero Ave
S Cicero Ave

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

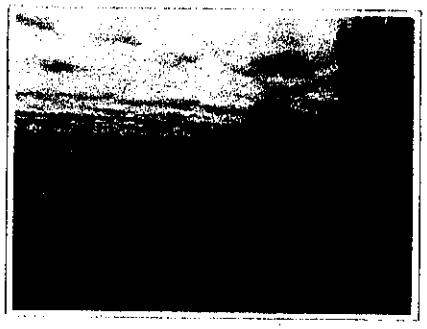
Proactive by Design.
Our Company Commitment



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
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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	0-1	1-3	3-5	5-7	7-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24
	Sample Interval - Feet Below Ground Surface											
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	0.8	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 11.06
NORTHWEST CORNER OF CALSAG 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 (1-3)	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																
	Ingestion	Inhalation	Ingestion	Inhalation															
Acetone	70000	100000	--	100000	25	< 0.0459	< 0.0482	< 0.120	< 0.144	<0.0396	0.276	0.450	0.155	< 0.0456	< 0.0675	< 0.319	< 0.127	< 0.143	< 0.0405
Benzene	12	0.9	1900	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	3000	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	0.0611	< 0.0116	< 0.0115	< 0.00913	< 0.0135	< 0.0133	< 0.0254	< 0.0286	0.0305
Carbon disulfide	7800	720	20000	9	33	< 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	2600	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	1100	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	8	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	< 0.00381	< 0.00418	< 0.00243
trans-1,3-Dichloropropene	6.4	1.1	1200	0.39	0.004	< 0.00175	< 0.00189	< 0.00721	< 0.00197	< 0.00116	< 0.00357	< 0.00347	< 0.00345	< 0.00274	< 0.00405	< 0.00398	< 0.00174	< 0.00196	< 0.00248
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 (MTBE)	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 (MIBK)	85	33	12000	34	0.61	< 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	< 0.00575	< 0.00158	< 0.00238	< 0.00231	< 0.00230	< 0.00183	< 0.00270	< 0.00266	< 0.00255	< 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	41000	42	12	0.00638	< 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	2.1	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	270	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	< 0.00380	< 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	< 0.0981	< 0.0429	< 0.0121

* Illinois EPA Tier 1 SOE 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
FINAL SOIL RESULTS
CSEA PARCEL 11.04
NORTHWEST CORNER OF CAL SAG ROAD (RT. 83) AND OZARK AVENUE, CRESTWOOD, ILLINOIS

Chemical Name	Exposure Route-Specific SACs* (mg/kg)				Migration to Class I Groundwater Exposure Route (mg/kg)	SB-1 (1-2)	SB-2 (10-11)	SB-3 (6-7)	SB-4 (3-4)	SB-5 (1-2)	SB-6 (13-14)	SB-7 (8-9)	SB-8 (6-7)	SB-9 (1-2)	SB-10 (6-7)	SB-11 (6-7)	SB-12 (1-2)	SB-13 (7-8)	SB-14 (8-9)	SB-15 (1-2)	SB-16 (12-13)	SB-17 (3-4)	SB-18 (7-8)	SB-19 (3-4)	SB-20 (7-8)	SB-21 (6-7)	SB-22 (14-15)	SB-23 (7-8)
	Residential		Construction Worker																									
	Ingestion	Inhalation	Ingestion	Inhalation																								
Method for All Analytes						8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B	8260B
Acenaphthene	4,700	--	120,000	--	570	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Acenaphthylene	1,300	--	--	--	85	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Anthracene	23,000	--	610,000	--	12,000	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Benz(a)anthracene	0.9	--	170	--	7	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Benzo(a)Pyrene	0.9	--	170	--	5	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Benzo(b)fluoranthene	9	--	1,700	--	49	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Benzo(g,h,i)perylene	2,300	--	--	--	37,000	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Benzo(k)fluoranthene	23*	--	17	--	8	<0.00738	<0.0632	<0.0590	<0.0700	<0.0617	<0.0598	<0.0234	<0.0646	<0.0636	<0.0757	<0.0702	<0.0710	<0.0655	<0.0808	<0.0763	<0.0784	<0.0644	<0.0746	<0.0736	<0.0748	<0.0662	<0.0692	<0.0777
Chrysene	88	--	17,000	--	160	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Dibenz(a,h)anthracene	0.09	--	17	--	2	<0.00738	<0.0632	<0.0590	<0.0700	<0.0617	<0.0598	<0.0234	<0.0646	<0.0636	<0.0757	<0.0702	<0.0710	<0.0655	<0.0808	<0.0763	<0.0784	<0.0644	<0.0746	<0.0736	<0.0748	<0.0662	<0.0692	<0.0777
Fluoranthene	3,100	--	82,000	--	4,300	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Fluorene	3,100	--	82,000	--	580	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Indeno(1,2,3-cd)pyrene	0.9	--	170	--	14	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Naphthalene	1,600	130	4,100	1.8	12	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Phenanthrene*	2,300	--	--	--	220	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<0.368	<0.384	<0.431
Pyrene	2,300	--	61,000	--	4,200	<0.404	<0.349	<0.343	<0.415	<0.343	<0.340	<0.152	<0.358	<0.353	<0.425	<0.389	<0.394	<0.364	<0.449	<0.423	<0.435	<0.353	<0.413	<0.409	<0.415	<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 EAL SAG ROAD (RT. 83) AND CICERO AVENUE, CRESTWOOD, ILLINOIS

Chemical Name	Exposure Route-Specific SROs[1] 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 (7-9)	SB-14 (5-7)	SB-15 (1-3)	SB-16 (1-1.5)	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																							
Arsenic	13	750	61	25000	13.8	4.16	7.81	8.97	--	--	--	--	--	--	--	--	--	--	--	--	--	1.46	7.05	18.9	16.4	6.53	6.8
Barium	5500	690000	14000	870000	88.5	34.3	18.7	<3.5	--	--	--	--	--	--	--	--	--	--	--	--	--	23.8	49.1	56.9	25.5	82	38
Cadmium	78	1800	200	55000	0.998	0.398	0.712	0.468	--	--	--	--	--	--	--	--	--	--	--	--	--	0.574	0.479	1.07	0.532	0.745	0.573
Hexavalent Chromium	230	270	4300	690	<0.365	<0.314	<0.359	<0.398	--	--	--	--	--	--	--	--	--	--	--	--	--	<0.377	<0.380	<0.579	<0.337	<0.395	<0.341
Lead	400	--	700	--	13.4	7.33	18.6	9.84	13.6	11.2	8.45	7.55	11.7	18.1	14.3	16.7	6.95	22.2	10.1	23.7	6.06	30.8	13.9	30	17.8	17.7	13
Mercury	23	10	61	0.1	<0.0123	<0.0106	<0.0125	<0.183	--	--	--	--	--	--	--	--	--	--	--	--	--	<0.0965	<0.0123	<0.0978	<0.0089	<0.0987	<0.0865
Selenium	390	--	1000	--	<0.576	<0.529	<0.576	<0.644	--	--	--	--	--	--	--	--	--	--	--	--	--	<0.613	<0.577	<0.623	<0.556	<0.613	<0.549
Silver	390	--	1000	--	<0.576	<0.529	<0.576	<0.644	--	--	--	--	--	--	--	--	--	--	--	--	--	<0.613	<0.577	<0.623	<0.556	<0.613	<0.549

[1] 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 8

COMPARISON OF TOTAL RCRA METALS RESULTS IN SOIL SAMPLES TO

IEPA SPECIFIC SOIL IMGRATION TO CLASS I GROUNDWATER REMEDIAL OBJECTIVES

EXCALIBUR/CID, ED.94

NORTHWEST CORNER OF CA. 345 ROAD (ST. RT. 83) AND OLD RT. 66 AVENUE, CRESTWOOD, ILLINOIS

	Soil Migration to Class I Groundwater Remediation Objectives [1]				SB-1 (1-2)	SB-2 (1.5-2.5)	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-8 (5-7)	SB-10 (1-4)	SB-11 (7-9)	SB-12 (1-3)	SB-13 (7-9)	SB-14 (6-7)	SB-15 (1-3)	SB-16 (1.5-2.5)	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 (0.5-3)
	pH = 6.20 - 7.24	pH = 7.25 - 7.74	pH = 7.75 - 8.24	pH = 8.25 - 8.76																							
Contaminant																											
Arsenic	29	30	31	32	17.2	4.16	7.82	3.05	—	—	—	—	—	—	—	—	—	—	—	—	—	1.56	3.89	10.9	10.8	5.83	5.2
Barium	1700	1800	2100	NA	93.5	14.2	19.7	43.5	—	—	—	—	—	—	—	—	—	—	—	—	—	23.8	48.1	58.8	25.4	62	38
Cadmium	11	59	430	NA	0.848	0.328	0.611	0.466	—	—	—	—	—	—	—	—	—	—	—	—	—	0.376	0.478	1.07	0.292	0.743	0.552
Hexavalent Chromium	22	22	28	24	< 0.363	< 0.314	< 0.358	< 0.328	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.377	< 0.380	< 0.379	< 0.337	< 0.366	< 0.348
Lead	109	207	107	109	20.4	7.33	10.8	9.84	11.6	61.2	6.45	7.35	11.3	15.1	14.3	11.7	9.35	12.2	88.3	33.7	6.04	34.6	19.9	28	13.9	17.7	11
Mercury	3.2	6.4	8	NA	< 0.0023	< 0.0026	< 0.0025	< 0.003	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.0060	< 0.0023	< 0.0064	< 0.0089	< 0.0060	< 0.0065
Selenium	4.5	5.3	5.5	5.8	< 0.67	< 0.581	< 0.678	< 0.604	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.613	< 0.577	< 0.613	< 0.554	< 0.613	< 0.549
Silver	37	39	320	NA	< 0.67	< 0.581	< 0.678	< 0.604	—	—	—	—	—	—	—	—	—	—	—	—	—	< 0.613	< 0.577	< 0.613	< 0.554	< 0.613	< 0.549
Soil pH	—	—	—	—	8.2	7.9	7.6	7.8	7.8	8	7.9	8.1	7.8	7.8	7.8	7.9	7.5	7.5	7.6	7.4	7.8	7.8	7.8	7.7	7.8	7.5	7.8

[1] Subpart H Remediation Objective from 35 IAC 742, Appendix B, Table C

NA = No data available for this pH range

— = Remedial objectives 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	5.3	< 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	< 0.00700	< 0.00200	< 0.00200	< 0.00200	< 0.00200	< 0.00700	< 0.00700
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
1,2-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(a,h,i)perylene	0.23	< 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	< 0.00755	< 0.00714	< 0.00729	< 0.00714	< 0.00721	< 0.00769	< 0.00737	< 0.00755	< 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	0.038	< 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	< 0.000235	< 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
3,3-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	< 0.000960	< 0.000935	< 0.000949	< 0.000930	< 0.000939	< 0.00100	< 0.000958	< 0.000968	< 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	0.00027	< 0.0000577	< 0.0000543	< 0.0000556	< 0.0000545	< 0.0000549	< 0.0000587	< 0.0000563	< 0.0000577	< 0.0000556
2,6-Dinitrotoluene	0.00031	< 0.000205	< 0.000196	< 0.000199	< 0.000195	< 0.000197	< 0.000210	< 0.000201	< 0.000205	< 0.000198
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	< 0.000322	< 0.000117	< 0.000119	< 0.000117	< 0.000118	< 0.000126	< 0.000121	< 0.000123	< 0.000119
Hexachlorobutadiene	0.007	< 0.00108	< 0.00102	< 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	< 0.00104	< 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

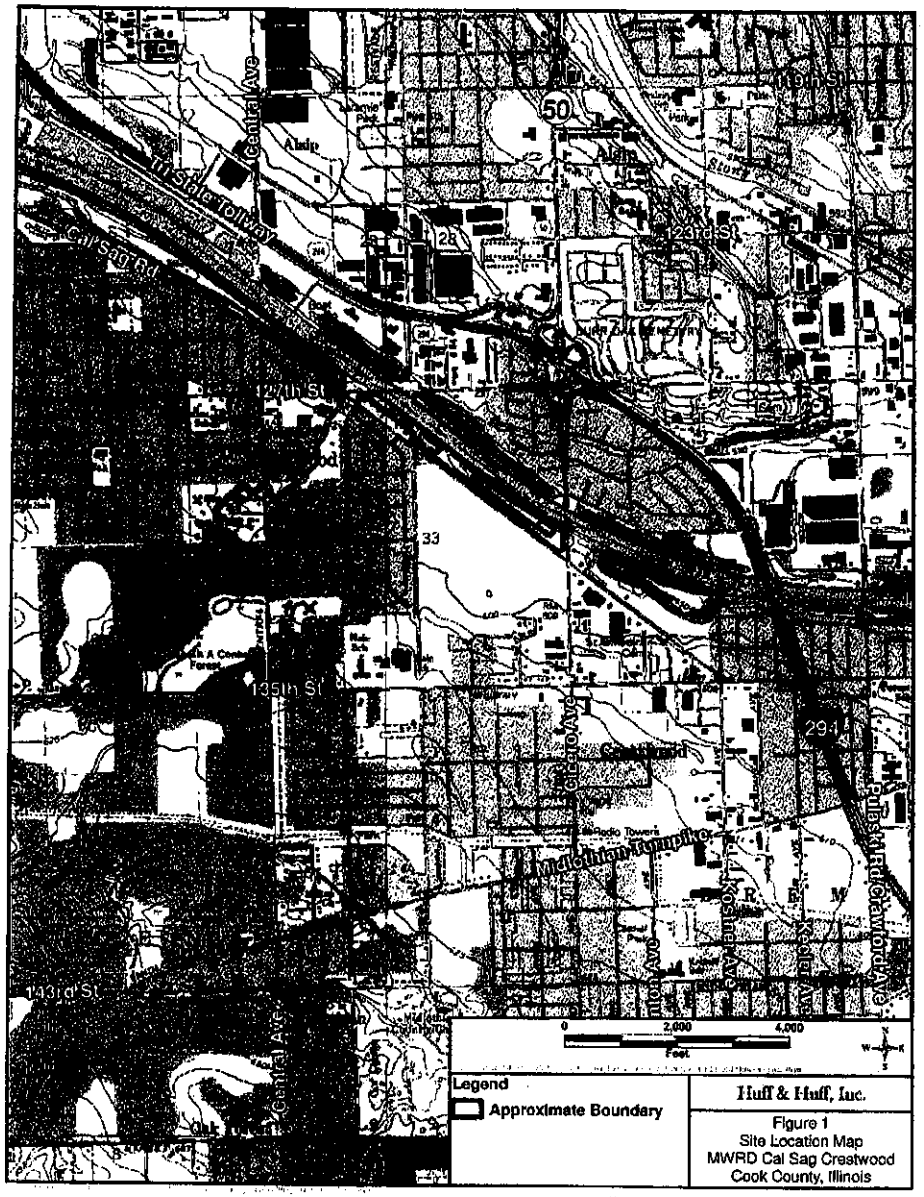
[a] Illinois EPA Tier 1 Groundwater Remediation Objectives; 35 IAC 742, Appendix B, Table E
All results in mg/L unless noted otherwise.
-- Constituent for which no Remediation Objective has been established

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
[illegible]									
Arsenic	0.05	< 0.0100	0.0590	---	---	---	< 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
[illegible]									
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
127th St
135th St
143rd St
Oak Lawn Ave
Kostner Ave
Pulaski Rd
Crawford Ave
Midlothian Turnpike
Alsip
Crestwood
Robbins
Palos Hills
50
28
33
29
0
2,000
4,000
Feet
Legend
Approximate Boundary
Huff & Huff, Inc.
Figure 1
Site Location Map
MWRD Cal Sag Crestwood
Cook County, Illinois

Legend
Approximate Boundary
Sites of Concern
Petroleum Pipeline
Hart & Hall, Inc.
Figure 3
Site Layout Map with
Identified Sites of Concern Map
Within Old Sag Corridor
Cook County, Illinois
Feet
Engle Rd
Lawndale Ave
Aurora Ave
Stonington Ave
Lawrence Ave
Wilson Ave
Wilson Ave
Lawrence Ave
Stonington Ave
Aurora Ave
Lawndale Ave
Engle Rd
CSX RR
130th St


Legend
Approximate Boundary
Access Route/Work Area
Soil Boring
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

[redacted]

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.

[redacted]

A subsidiary of CSCA

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 initial 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 Rcs.

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)

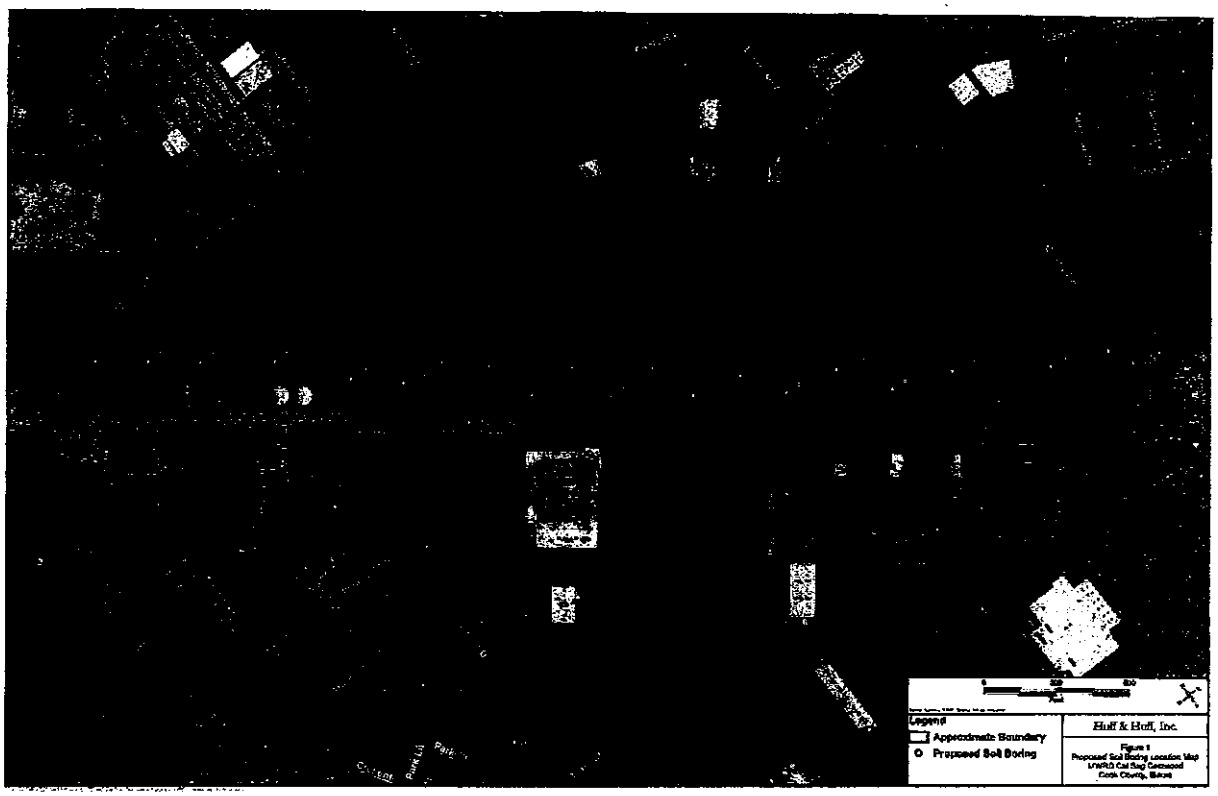

Legend
Approximate Boundary
Proposed Soil Boring
Huff & Huff, Inc.
Figure 1
Proposed Soil Boring Location Map
LYNRD Cal Sag Crossover
Cook County, Illinois

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:

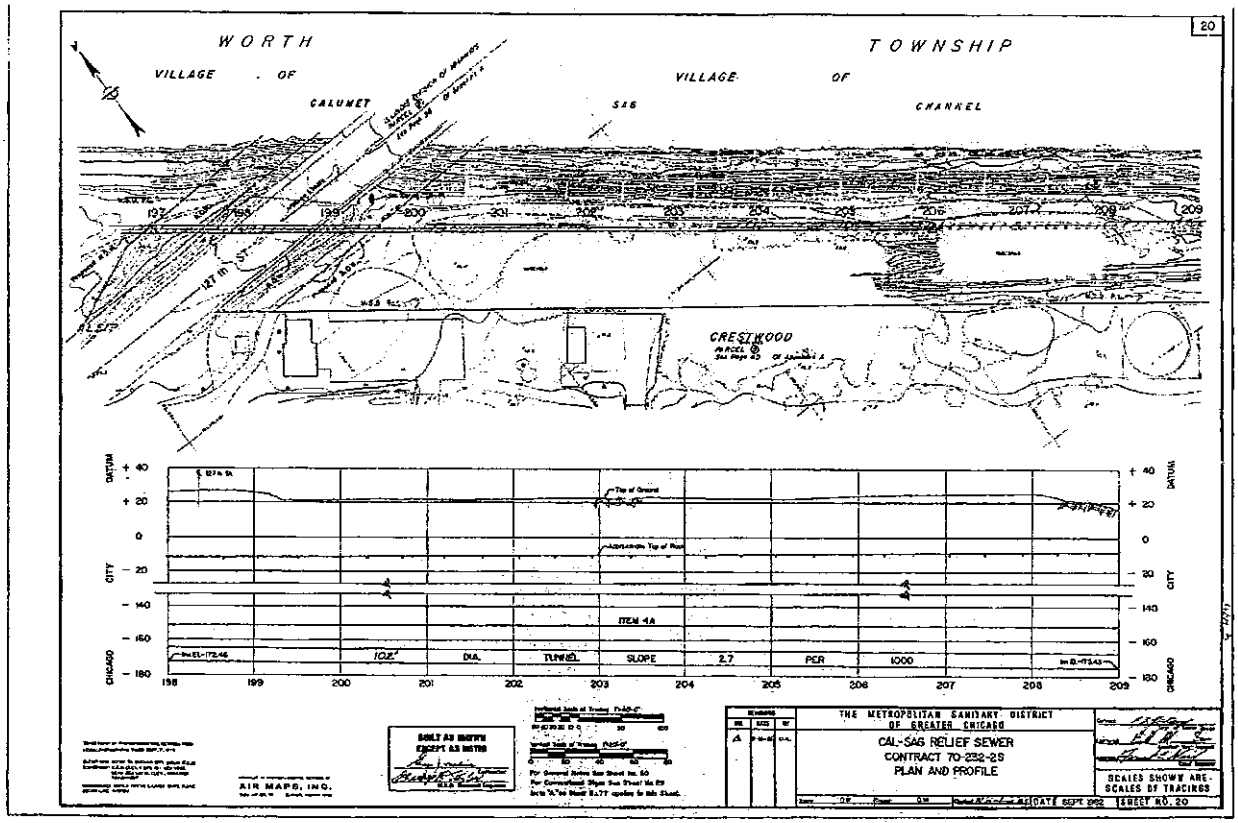
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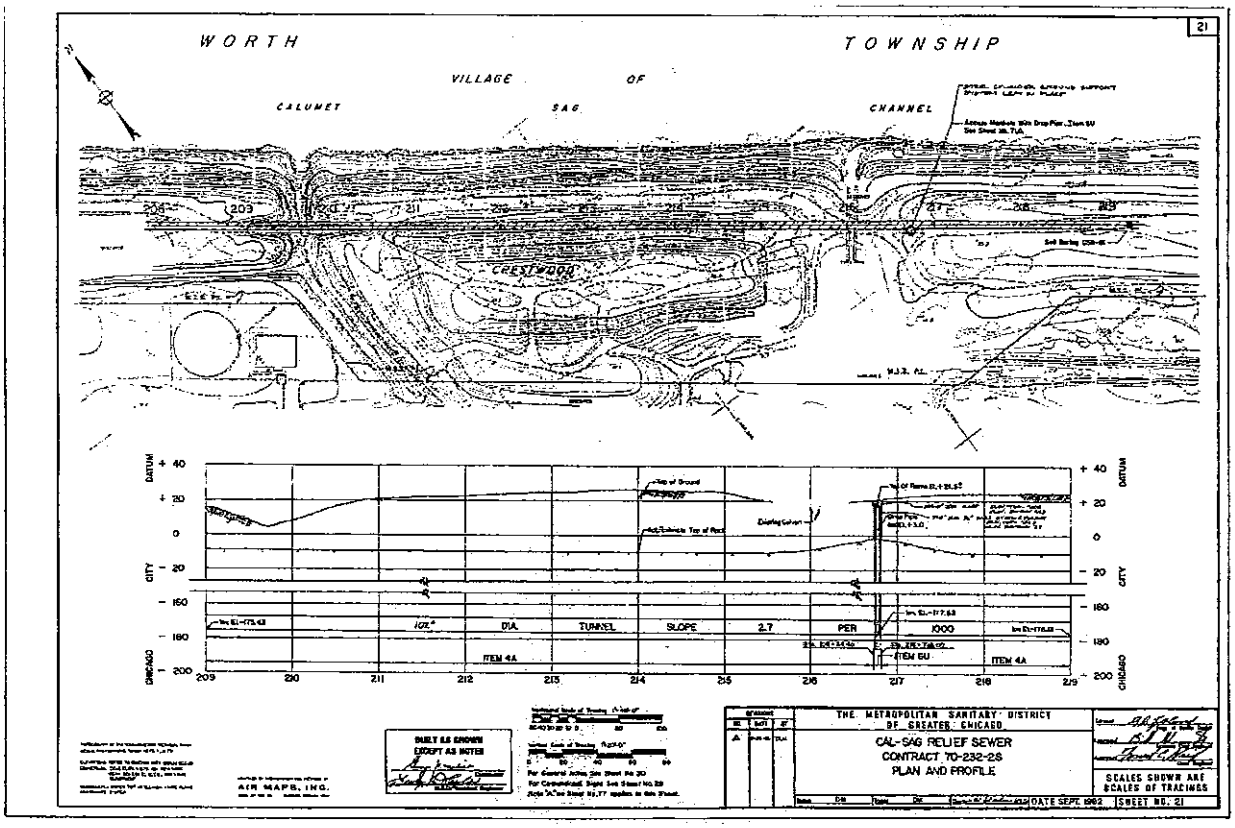
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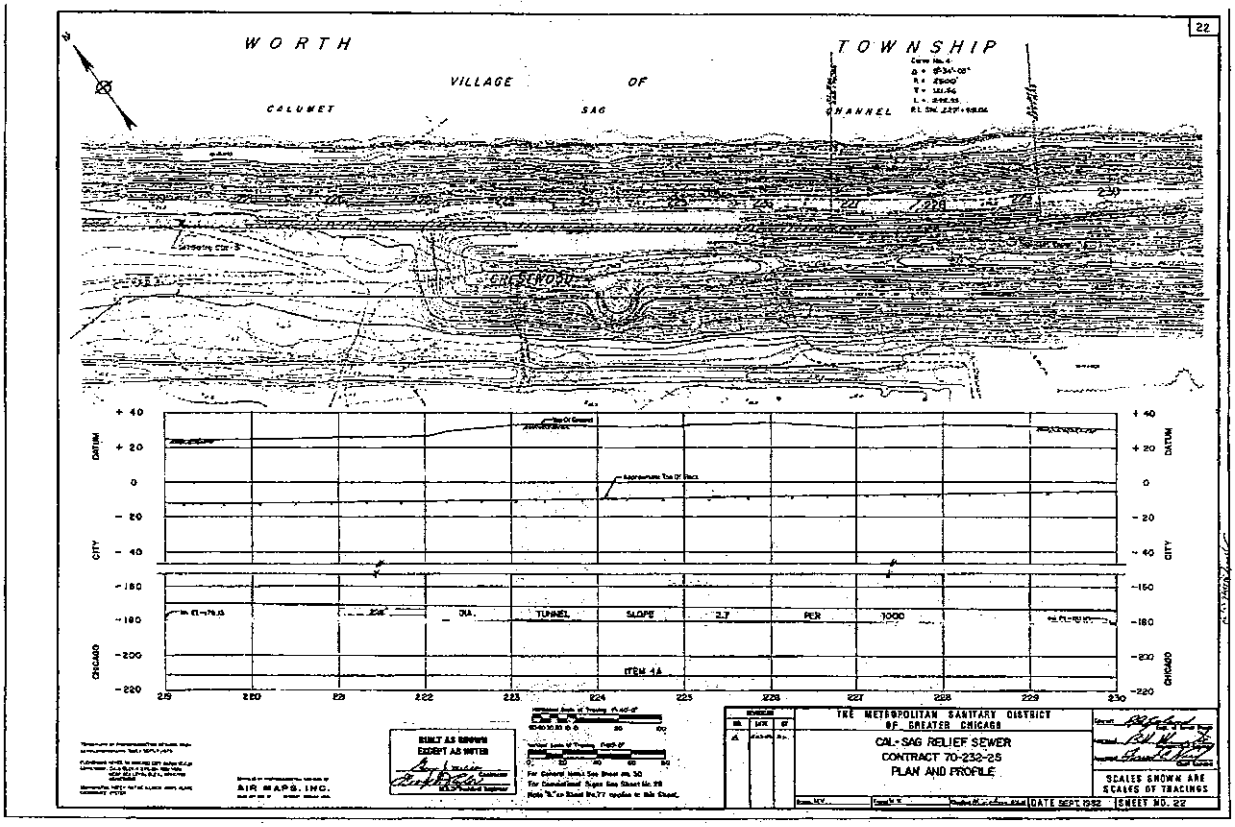
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24-33-202-004-0000 (portion)
24-33-202-005-0000 (portion)

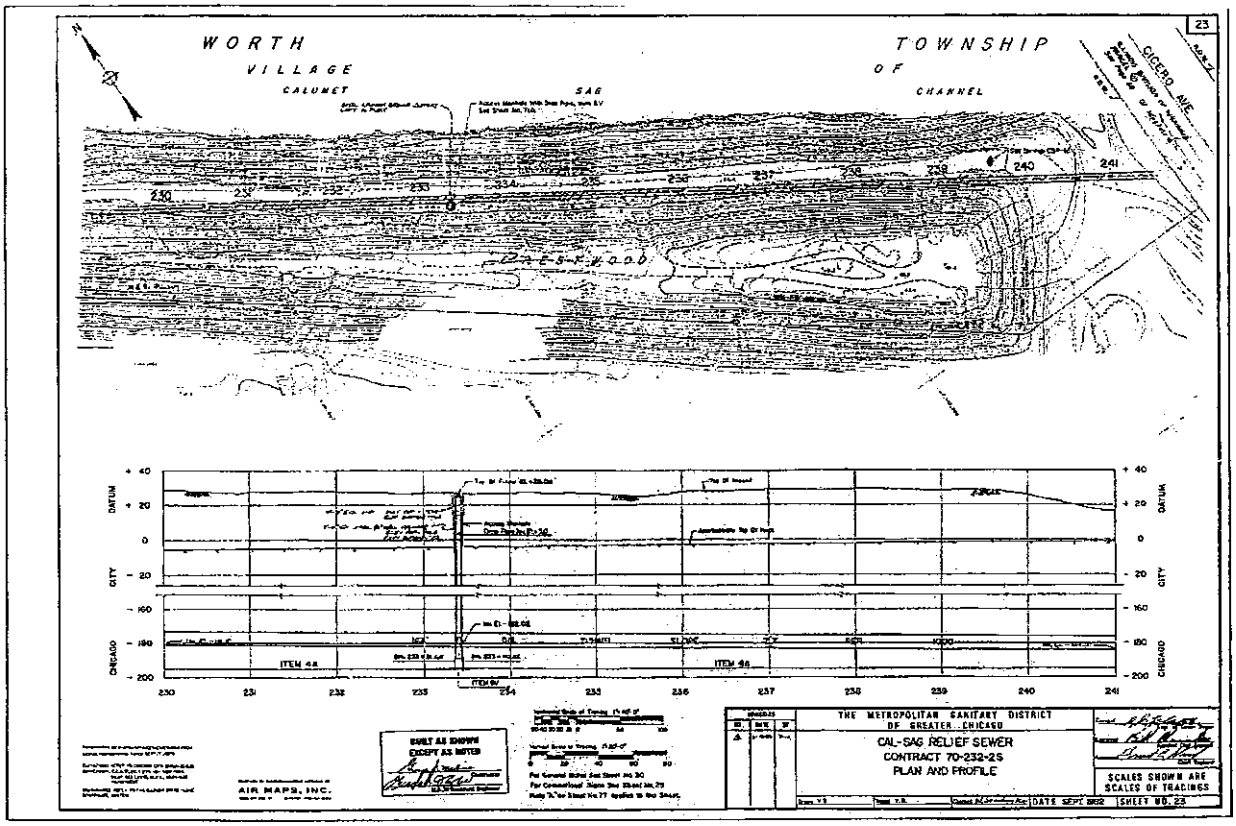
EXHIBIT "E"

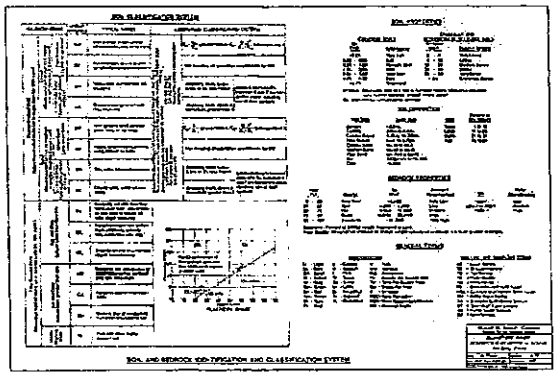
SHEETS 20-23 OF CAL-SAG RELIEF (Contract 70-232-2S)

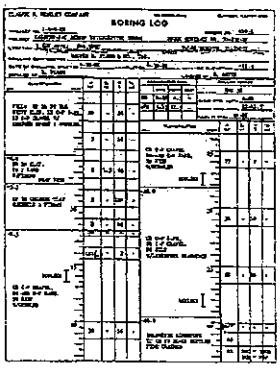

20
WORTH
TOWNSHIP
VILLAGE OF CALUMET
VILLAGE OF SAG CHANNEL
127th ST.
CRESTWOOD
DATUM
CITY
CHICAGO
ITEM 4A
102" DIA. TUNNEL SLOPE 2.7 PER 1000
198
199
200
201
202
203
204
205
206
207
208
209
BUILT AS SHOWN EXCEPT AS NOTED
AIR MAPS, INC.
THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
PLAN AND PROFILE
SCALES SHOWN ARE SCALES OF TRACINGS
SEPT 1972
SHEET NO. 20

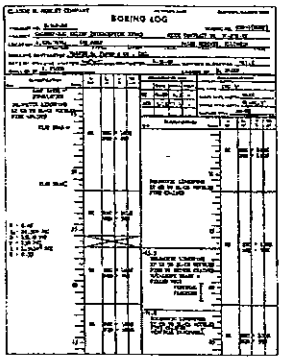

WORTH
TOWNSHIP
VILLAGE OF
CALUMET
SAG
CHANNEL
CRESTWOOD
DATUM
CITY
CHICAGO
+ 40
+ 20
0
- 20
- 160
- 180
- 200
209
210
211
212
213
214
215
216
217
218
219
Top of Ground
Existing Culvert
102"
DIA.
TUNNEL
SLOPE
2.7
PER
1000
ITEM 4A
ITEM 6U
DAILY AS SHOWN
EXCEPT AS NOTED
AIR MAPS, INC.
THE METROPOLITAN SANITARY DISTRICT
OF GREATER CHICAGO
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
PLAN AND PROFILE
DATE SEPT 1982
SHEET NO. 21
SCALES SHOWN ARE
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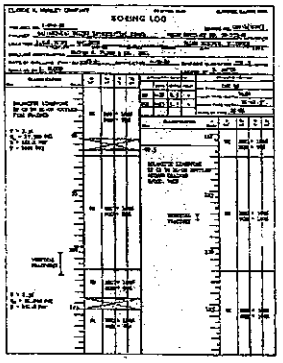

22
WORTH
TOWNSHIP
VILLAGE OF
CALUMET
SAG
CHANNEL
CAL-SAG RELIEF SEWER
DATUM CITY CHICAGO
+40
+20
0
-20
-40
-180
-200
-220
TUNNEL
SLOPE
2.7
PER
1000
ITEM 1A
219
220
221
222
223
224
225
226
227
228
229
230
BUILT AS SHOWN
EXCEPT AS NOTED
AIR MAPS, INC.
THE METROPOLITAN SANITARY DISTRICT
OF GREATER CHICAGO
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
PLAN AND PROFILE
SCALES SHOWN ARE
SCALES OF TRACINGS
DATE SEPT. 1932
SHEET NO. 22


23
WORTH
VILLAGE
CALUMET
SAG
TOWNSHIP
OF
CHANNEL
CICERO AVE.
DATUM
CITY
CHICAGO
ITEM 44
ITEM 46
AIR MAPS, INC.
AS BUILT AS SHOWN EXCEPT AS NOTED
THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
PLAN AND PROFILE
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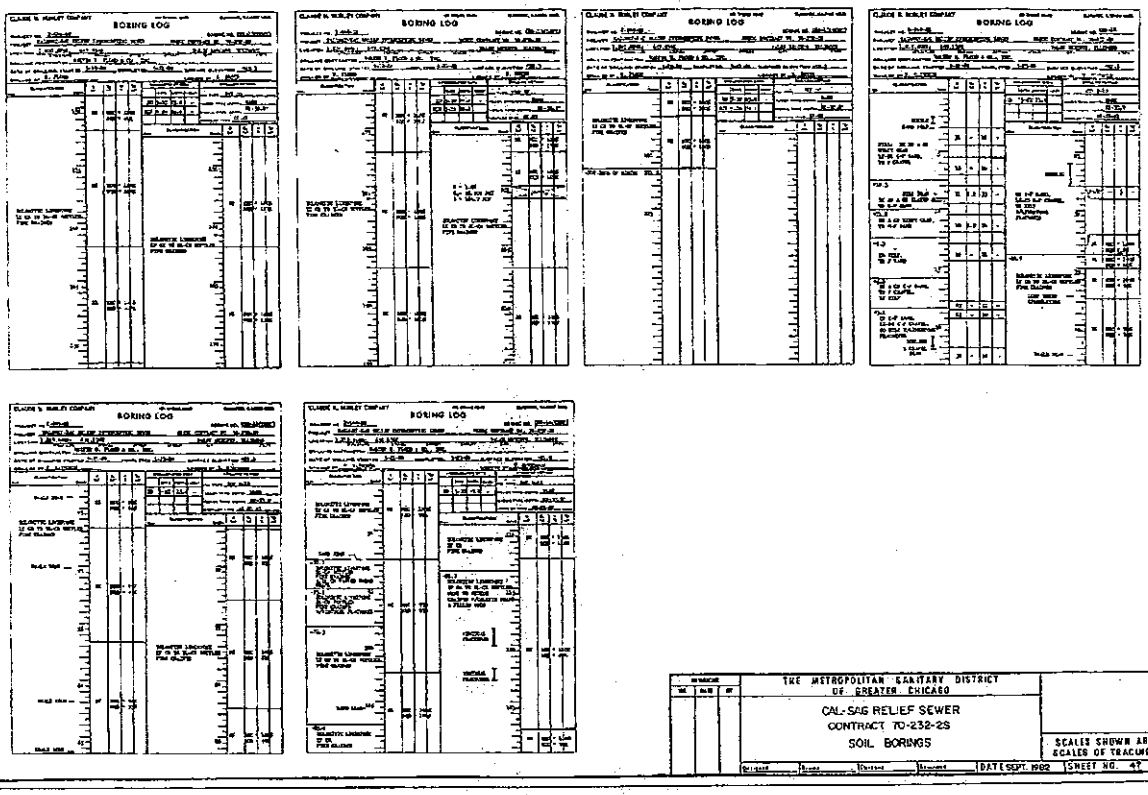








REVISIONS			THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO
NO.	DATE	BY	CAL-SAG RELIEF SEWER CONTRACT 70-232-2S SOIL BORINGS
			SCALES SHOWN ARE SCALES OF TRACINGS
Submitted	Drawn	Checked	Approved — DATE SEPT. 1982 — SHEET NO. 32

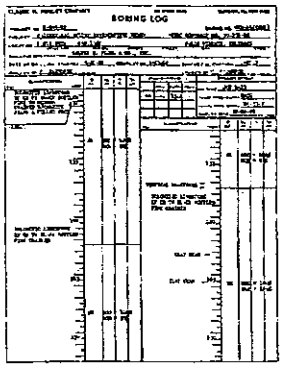


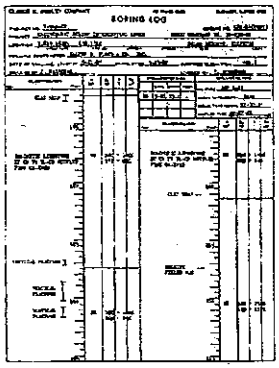
THE METROPOLITAN SANITARY DISTRICT
OF GREATER CHICAGO

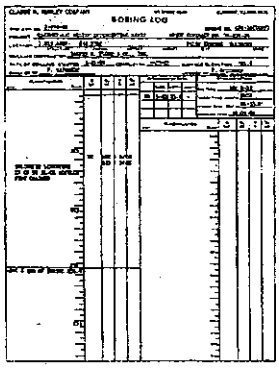
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
SOIL BORINGS

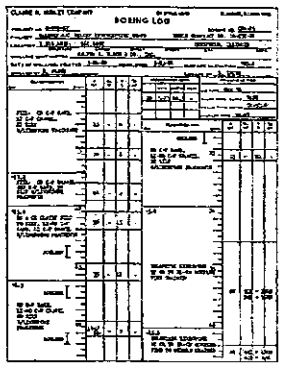
SCALES SHOWN ARE
SCALES OF TRACINGS

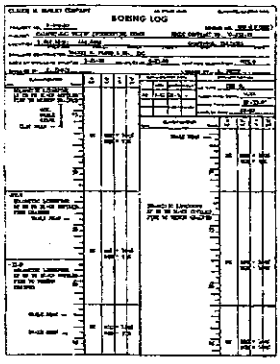
DATE SEPT. 1982 | SHEET NO. 47

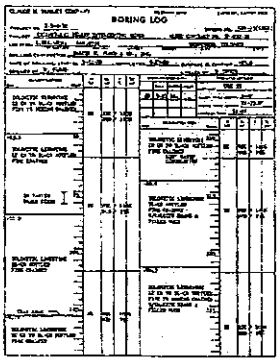












THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

CAL-SAG RELIEF SEWER

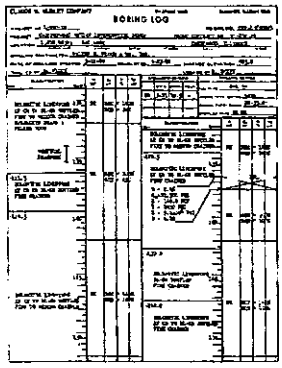
CONTRACT 70-232-2S

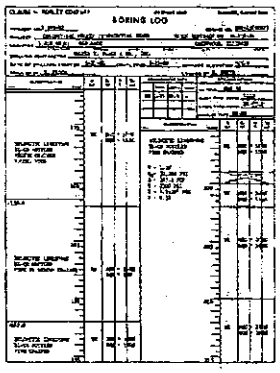
SOIL BORINGS

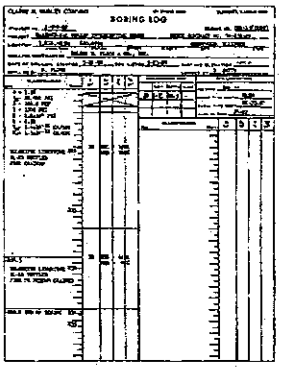
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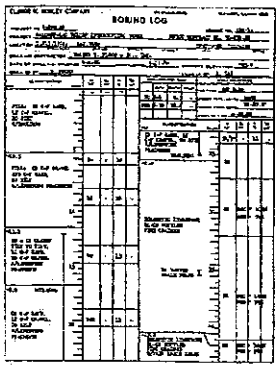
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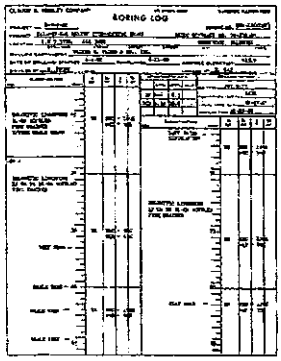
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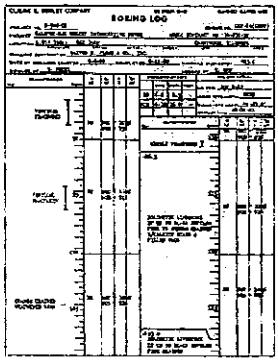










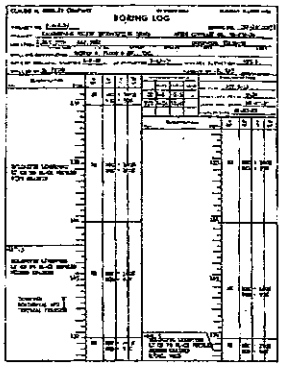


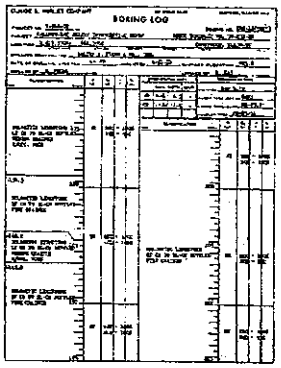
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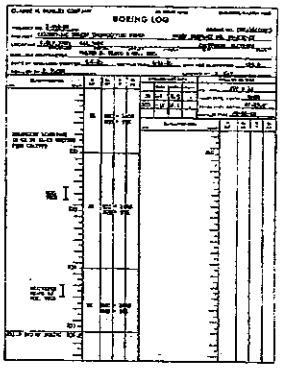
CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
SOIL BORINGS

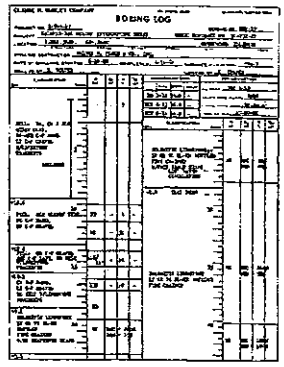
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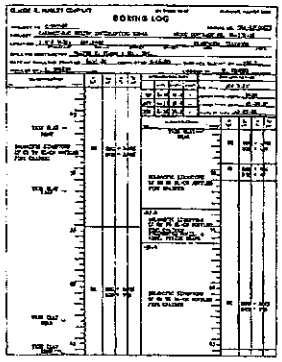
DATE SEPT 1982 | SHEET NO. 49

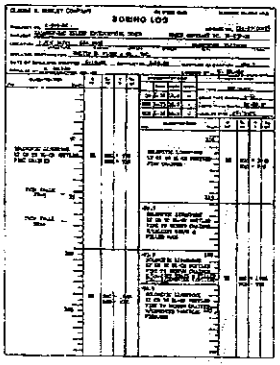












THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

CAL-SAG RELIEF SEWER
CONTRACT 70-232-2S
SOIL BORINGS

DATE SEPT. 1982

SHEET NO. 50

SCALES SHOWN ARE SCALES OF TRACINGS

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 ++++

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 ++++

VILLAGE OF CRESTWOOD, ILLINOIS

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
APRIL 30, 2024

Prepared By:

HEARNE & ASSOCIATES, P.C.
Certified Public Accountants &
Business Consultants

Village of Crestwood, Illinois

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Village of Crestwood, Illinois

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HEARNE & ASSOCIATES, P.C.
Certified Public Accountants & Business Consultants

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Independent Auditors' Report

To the Honorable Mayor and
Members of the Village Council
Village of Crestwood, Illinois

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Village of Crestwood as of and for the year ended April 30, 2024, and the related notes to the financial statements, which collectively comprises the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Village of Crestwood as of April 30, 2024 and the respective changes in financial position, and when applicable, cash flows thereof for the year ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis of our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Villages's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and the required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibilty of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing

standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Crestwood, Illinois' basic financial statements. The other schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures, applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The other supplementary information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Hearne & Associates, P.C.

December 3, 2024
Mokena, IL

Hearne & Associates, P.C.
Certified Public Accountants

The Village of Crestwood's Management Discussion and Analysis (MD&A) is designed to; (1) focus on significant accounting issues, (2) provide an overview of the Village's financial activity, (3) identify changes in the Village's financial position and its ability to address the next and subsequent year challenges, (4) identify any material deviations from the budget, and (5) identify individual fund issues or concerns.

Since the Management's Discussion and Analysis (MD&A) is designed to focus on the current year's activities, resulting changes and currently known facts, please read it in conjunction with the Village's financial statements (beginning on page 14).

Financial Highlights

- **Net Position** The Village's total Net Position at fiscal year-end was $58.7 million, an increase of $0.3 million (.51%) during the current fiscal year. The Net Position for governmental activities at fiscal year-end was $36.4 million, an increase of $0.4 million during the current fiscal year. The Net Position for business-type activities was $22.3 million, a decrease of $0.1 million. The overall increase in net position is mainly attributable to increased property tax and sales tax revenue.

- **General Fund summary** The Village's General Fund reported a decrease of $2.9 million in fund balance for the current fiscal year mainly due to transfers to other funds in the amount of $2.8 million. The prior year had an increase of $0.2 million. The General Fund's cash position decreased to $3.0 million from last year's $5.2 million. The Village also has a short-term investment in property held for sale.

- **Budget summary** The Village's General Fund actual revenues were less than budgeted amounts by $1.2 million while actual expenditures were more than budgeted amounts by less than $1.5 million. Budgeted revenues were more than actual revenues due mainly to the Village receiving less than expected grant revenues.

- **Debt outstanding** The balance of TIF bond debt as of April 30, 2024 is $24.9 million (plus the unamortized bond premium of $1.7 million). Additionally, the Village has a general obligation (alternate revenue) bond outstanding for $12.3 million (plus the unamortized bond premium of $0.4 million). The open lines of credit balance as of April 30, 2024 is $1.2 million. At the end of the fiscal year, the Village carried a notes payable balance in the amount of $1.0 million. The Village had Lease Obligations outstanding in the amount of $4.8 million as of April 30, 2024.

- **Fiduciary Fund summary** The Village's Police and Fire Pension Funds reported increases of $650,572 and $38,232, respectively in fund balance for the current fiscal year. The most recent actuarial valuation as of April 30, 2024 reported a 78.91% and 144.94% ratio of the net pension as a percentage of the total pension liability for the Police and Fire Pension Funds, respectively.

Using This Annual Report

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 14-15 and 16) provide information about the Village as a whole and present a longer-term view of the Village's finances. Fund financial statements start on page 17. For governmental activities, these statements tell how these services were financed in the short-term, as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide statements by providing information about the Village's most significant funds. The remaining statements provide financial information about activities for which the Village acts solely as a trustee or agent for the benefit of those outside of government.

Government -Wide

The government-wide financial statements (pages 14-16) are designed to emulate the corporate sector in that all governmental and business-type activities are consolidated into columns that add to a total for the Primary Government. The focus of the Statement of Net Position (the "Unrestricted Net Position") is designed to be similar to bottom line results for the Village and its governmental and business-type activities. This statement combines and consolidates governmental funds current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus.

The Statement of Activities (page 16) is focused on both the gross and net cost of various activities (including governmental and business-type), which are supported by the Village's general taxes and other resources. This is intended to summarize and simplify the user's analysis of the cost of various government services and/or subsidy to various business-type activities.

The governmental activities reflect the Village's basic services, including general administration, public safety, street and bridge maintenance, sanitation, and recreation. Property taxes and shared state tax distributions finance the majority of these services. The business-type activities reflect private sector type operations, where the fee for service typically covers all or most of the cost of operation, including depreciation.

Fund Financial Statements

Traditional users of government financial statements will find the Fund Financial Statements presentation more familiar (pages 17-25 and 63-68). A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Fund Financial Statements allow the demonstration of sources and uses and/or budgeting compliance therewith. All of the funds of the Village can be divided into three categories: governmental, proprietary, and fiduciary.

- *Governmental funds* – The governmental major fund presentation is presented on a sources and uses of liquid resources basis. The financial plan (the budget) is typically developed in this manner. The flow and availability of liquid assets is a clear and appropriate focus of any analysis of government. The focus of the governmental funds is narrower than that of the government-wide financial statements. The Village maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, 135th and Cicero TIF Fund, Route 83 and Cicero TIF Fund, which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of Combining and Individual Fund Statements and Schedules beginning on page 79 of this report.

- *Proprietary fund* – The Village maintains one proprietary fund, i.e., the Water and Sewer Fund. This fund is used to report the same functions presented in business-type activities in the government-wide financial statements. The Water and Sewer Fund is considered a major fund of the Village.

- *Fiduciary funds* – The Village maintains two fiduciary funds, (i.e., the Police Pension Fund and the Fire Pension Fund). While these funds represent trust responsibilities of the government, these assets are restricted on purpose, and do not represent discretionary assets of the government. Therefore, these assets are not presented as part of the government-wide financial statements.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the Basic Financial Statements. The Notes to the Financial Statements begin on page 26.

Other Information

In addition to the Basic Financial Statements and accompanying notes, this report also presents certain required supplementary information beginning on page 63. This includes the funding progress for the Police Pension Fund, Fire Pension Fund, Illinois Municipal Retirement Fund, and budgetary information for the Village's major governmental funds. This report also includes combining and individual fund statements and schedules beginning on page 79. This includes information for the non-major governmental funds and the proprietary fund.

Financial Analysis of the Village as a Whole

NET POSITION: The following table reflects the condensed Statement of Net Position:

Table 1
CONDENSED STATEMENT OF NET POSITION
(in millions)

	Governmental Activities		Business-Type Activities		Total	
Assets	2024	2023	2024	2023	2024	2023
Current & Other Assets	$21.9	$ 28.3	$ 2.6	$ 4.0	$ 24.5	$ 32.3
Capital Assets	67.8	70.7	36.2	34.9	104.0	105.6
Total Assets	89.7	99.0	38.8	38.9	128.5	137.9
Deferred Outflows	2.4	2.5	0.2	0.2	2.6	2.7
Liabilities						
Long-term Liabilities	42.0	47.7	14.0	12.2	56.0	59.9
Other Liabilities	7.4	10.7	2.7	4.5	10.1	15.2
Total Liabilities	49.4	58.4	16.7	16.7	66.1	75.1
Deferred Inflows	6.3	7.1	-	-	6.3	7.1
Net Position						
Net Investment in Capital Assets	40.2	42.9	22.0	22.3	62.2	65.2
Restricted	9.2	8.8	-	-	9.2	8.8
Unrestricted	(13.0)	(15.7)	0.3	0.1	(12.7)	(15.6)
Total Net Position	$36.4	$ 36.0	$ 22.3	$22.4	$ 58.7	$ 58.4

For more detailed information, see the Statement of Net Position.

Normal Impacts – Net Position

Six basic (normal) transactions will affect the comparability of the Statement of Net Position summary presentation:

- *Net Results of Activities* – Impacts (increases/decreases) current assets and unrestricted Net Position.
- *Borrowing for Capital* – Increases current assets and long-term debt.

- *Spending Borrowed Proceeds on New Capital* – Reduces current assets and increases capital assets. Also, an increase in invested capital assets and an increase in related net debt will not change the invested capital assets, net of related debt.
- *Spending of Non-borrowed Current Assets on New Capital* – Reduces current assets and increases capital assets. Additionally, it reduces unrestricted Net Position and increases invested in capital assets, net of related debt.
- *Principal Payment on Debt* – Reduces current assets and reduces long-term debt. In addition, it reduces unrestricted Net Position and increases invested in capital assets, net of related debt.
- *Reduction of Capital Assets through Depreciation* – Reduces capital assets and net investment in capital assets.

Current Year Impacts – Net Position

The Village's combined Net Position increased $0.3 million from $55.4 million to $58.7 million. Net Position of the Village's governmental activities increased $.4 million to $36.4 million. Net Position of the Village's business-type activities decreased by $0.1 million to $22.3 million. The Village's unrestricted Net Position for governmental activities, the part of Net Position that can be used to finance daily operations, increased by $2.7 million compared to the prior year. The Village's unrestricted Net Position of the business-type activities, available to finance the continuing operation of the Water and Sewer Fund, increased by $0.2 million.

ACTIVITIES: The following table reflects the condensed Statement of Activities:

Table 2
CONDENSED STATEMENT OF ACTIVITIES
(in millions)

	Governmental Activities		Business- Type Activities		Total Primary Government	
	2024	2023	2024	2023	2024	2023
REVENUES						
Program revenues:						
Charges for services	$ 4.0	$ 4.5	$ 3.8	$ 3.8	$ 7.8	$ 8.3
Operating grants	-	1.5	-	-	-	1.5
Capital grants	-	-	-	0.4	-	0.4
General revenues:						
Property Taxes	3.9	3.3	-	-	3.9	3.3
Sales Tax	10.2	9.9	-	-	10.2	9.9
Other	4.0	3.6	0.8	1.0	4.8	4.6
Total Revenues	22.1	22.8	4.6	5.2	26.7	28.0

Table 2
CONDENSED STATEMENT OF ACTIVITIES
(in millions)

	Governmental Activities		Business- Type Activities		Total Primary Government	
	2024	2023	2024	2023	2024	2023
EXPENSES						
General Government	$ 1.6	$ 2.6	$ -	$ -	$ 1.6	$ 2.6
Public Safety	7.9	7.4	-	-	7.9	7.4
Street and Bridge	4.6	3.2	-	-	4.6	3.2
Sanitation	1.0	1.0	-	-	1.0	1.0
Recreation	1.7	1.8	-	-	1.7	1.8
Tax increment Financing Costs	2.6	2.4	-	-	2.6	2.4
Water and Sewer	-	-	4.7	4.6	4.7	4.6
Interest on Long-Term Debt	2.3	2.5	-	-	2.3	2.5
Total Expenses	21.7	20.9	4.7	4.6	26.4	25.5
Changes in Net Position	0.4	1.9	(0.1)	0.6	0.3	2.5
Net Position, May 1,	36.0	34.1	22.4	21.8	58.4	55.9
Net Position, April 30	$ 36.4	$36.0	$ 22.3	$22.4	$58.7	$58.4

For more detailed information, see the Statement of Activities.

Normal Impacts – Statement of Activities

Eight basic (normal) transactions will affect the comparability of the Statement of Activities summary presentation:

Revenues

- *Economic Condition* – Reflects a declining, stable, or growing economic environment and has a substantial impact on property, state sales and state income taxes.
- *Increase/Decrease in Village Approved Rates* – While certain tax rates are set by statute, the Village Board has significant authority to impose and periodically increase/decrease rates (property taxes, water, sewer, capital improvement fees, etc.).
- *Changing Patterns in Intergovernmental and Grant Revenue (both recurring and non-recurring)* – Certain recurring revenues (state shared revenues, etc.) may experience significant changes periodically while non-recurring (or one-time) grants are less predictable and often distorting in their impact on year-to-year comparisons.
- *Market Impacts on Investment Income* – The Village's investment portfolio is managed using similar average maturity to most governments. Market conditions may cause investment income to fluctuate.

Expenses

- *Changes in Programs* – Within the functional expense categories (General Government, Public Safety, Street and Bridge, Sanitation, Recreation, etc.) individual programs may be added, deleted, or expanded to meet changing community needs.
- *Changes in Authorized Personnel* – Changes in service demand may cause the Village Board to increase/decrease authorized staffing.
- *Salary Increases (annual adjustments and Step Increases)* – The ability to attract and retain human and intellectual resources requires the Village to strive to maintain a competitive salary range position in the marketplace.
- *Inflation* – While overall inflation appears to be reasonably modest, the Village is a major consumer of certain commodities such as supplies, fuels and parts. Some functions may experience unusual commodity-specific increases.

Current Year Impacts – Net Position (Governmental Funds)

For the current year, revenues from Governmental Activities totaled $22.1 million compared to $22.8 million from the prior year. The Village did not receive any operating or capital grants in the current fiscal year.

For the current fiscal year, expenditures from Governmental Activities totaled $21.7 million compared to $20.9 million from the prior year. The main reasons were street and bridge expenses increased by $1.4 million and public safety costs increased by $0.5 million.

Current Year Impacts – Net Position (Proprietary Fund)

For the current fiscal year, revenues from Business-type Activities totaled $4.6 million, which was $.6 million less than the prior year that totaled $5.2 million. The main reason for the decrease was a decrease in capital grants received and transfers to other funds in the amount of $.2 million.

For the current fiscal year, expenses from Business-type Activities totaled $4.7 million which was an increase of $0.1 million compared to the prior year. The reason for the increased expenses was mainly due to an increase of interest expense for Illinois Environmental Protection Agency loans outstanding.

Financial Analysis of the Village's Funds

The Governmental Funds, as presented on pages 17-20, reported a combined total fund balance of $15.7 million, which is in line with the prior year. The total fund balance of $15.7 million is comprised of the following components:

- *Nonspendable Fund Balance* of $.9 million represents prepaid expenditures.
- *Restricted Fund Balance* of $8.3 million represents the portion of fund balance that is subject to external enforceable legal restrictions; $3.4 million for TIF redevelopment, $3.8 million for debt service and $1.1 million for motor fuel tax projects.
- *Unassigned Fund Balance* of $6.5 million that represents available expendable financial resources in the General Fund after funds have been identified in the above categories.

During the current fiscal year, there was no change in appropriations between the original and final budget.

General Fund budgeted revenues were $1.2 million more than actual amounts and actual expenditures were $1.5 million more than budgeted amounts.

The tax increment financing 135th and Cicero TIF Fund had $0.6 million less actual revenue compared to budgeted revenue and $2.8 million more of actual expenditures compared to budget expenditures for the fiscal year.

The Route 83 TIF Fund had $0.1 million more in actual revenue compared to budget revenue and $0.1 million more actual expenditures compared to budget expenditures.

The Route 83 Debt Service Fund had $0.05 million more in actual revenue compared to budgeted revenue and $0.0 million more in actual expenditures compared to budgeted expenditures.

The Water and Sewer Fund had revenue of $3.8 million and expenditures of $4.5 million. The fund received loan proceeds of $2.3 million and spent $2.6 million on the purchase of capital assets.

Capital Assets

At the end of fiscal year 2024, the Village had $104 million (net of depreciation and amortization) invested in a broad range of capital assets, including police and fire equipment, buildings, park facilities, road, and water and sewer lines. Please refer to Note 4 of the report for the capital asset activity for the year. In the General Fund, the Village had budgeted approximately $1.4 million for capital expenditures in fiscal year 2024.

Table 3
CONDENSED CAPITAL ASSETS
(in millions)

Governmental	2023	Increases	Decreases	2024
Land	$ 28.9	$ 4.3	$ 1.5	$ 31.7
Construction in Progress	4.9	-	4.9	-
Land Improvements	1.0	-	-	1.0
Infrastructure	41.5	2.0	-	43.5
Buildings	15.1	0.5	-	15.6
Building Improvements	1.0	0.1	-	1.1
Equipment, Furniture & Fixtures	3.5	0.2	-	3.7
Vehicles	6.0	-	-	6.0
Less: Accumulated Depreciation	(37.1)	(2.4)	-	(39.5)
Total Net of Depreciation	$ 64.8	$ 4.7	$ 6.4	$ 63.1
Right-of-Use				
MWRD Land Lease	$ 6.9	$ -	$ 1.2	$ 5.7
Less: Accumulated Amortization	(1.0)	-	-	(1.0)
Total Net of Amortization	$ 5.9	$ -	$ 1.2	$ 4.7
Business- Type				
Water & Sewer System	$ 49.2	$ 2.5	$ -	$ 51.7
Equipment	0.3	-	-	0.3
Accumulated Depreciation	(14.6)	(1.2)	-	(15.8)
Total Net of Depreciation	$ 34.9	$ 1.3	$ -	$ 36.2

Debt Administration

At the end of fiscal year 2024, for Governmental Activities, the Village had $48.0 million in long-term obligations outstanding, which includes the unamortized bond premiums. This is $9.0 million less outstanding than the prior year end. Of this amount, $25 million is debt from the tax increment financing (TIF) district, namely the Alternate Revenue Source Bonds, Series 2016 B, $12.3 million is debt from the General Fund, namely Alternate Revenue Source Bonds, Series 2016 A, Series 2020A, and Series 2020B.

The Village has one line of credit outstanding for capital projects. The line of credit is for $1.2 million, of which $1.2 million is outstanding as of April 30, 2024.

The Village has notes payable in the amount of $1 million outstanding as of April 30, 2024.

The Village has Lease Obligations in the amount of $4.8 million outstanding as of April 30,2024.

For Business-Type Activities, the Village has loans from the IEPA in the amount of $14.3 million.

Please refer to Note 5 of the report for information regarding debt.

Note 5 calculates the legal debt limit of the Village as of April 30, 2024, which is $36.4 million.

The following table shows the changes in long-term debt during the year:

Table 4
CHANGES IN LONG-TERM DEBT

	April 30, 2023	Issuances/ Deletions	April 30, 2024
Governmental Activities:			
TIF Bonds	$ 26,435,000	$ (1,505,000)	$ 24,930,000
Alternative Revenue Bonds	13,790,000	(1,535,000)	12,255,000
Unamortized Premium	2,426,306	(379,871)	2,046,435
Note Payable	1,872,061	(878,530)	993,531
Lease Obligation	5,957,457	(1,130,302)	4,827,155
Line of Credit	4,343,164	(3,168,613)	1,174,551
Net Pension Obligation	1,737,899	(56,891)	1,681,008
Compensated Absences	198,842	(149,752)	49,090
Total Governmental Activities	$ 56,760,729	$ (8,803,959)	$ 47,956,770
Business-Type Activities: Bonds			
Bonds	$ 12,556,829	$ 1,739,746	$ 14,296,575
Net Pension Obligation	198,926	(457)	198,469
Total Business-Type Activities	$ 12,755,755	$ 1,739,289	$ 14,495,044

Economic Factors and Next Year's Budget

The Village continues its economic development plans in five major areas were we have taken big steps in getting closer to have deals inked or continuing to move forward with construction, i.e., the development of the east and west sides of the Cal Sag Road & the northwest corner of Cicero and Midlothian Turnpike for commercial developments, rehabilitating the water and sewer lines in the Playfield Park area and the Pulaski Rd. corridor and the various projects along Midlothian Turnpike. The Village's continued focus in the upcoming fiscal year will be developing the north side of Cal Sag Road both east and west of Cicero Avenue. The development of this property would be part of the new Route 83 TIF Redevelopment Area. The Village has developed the infrastructure for new stores, two Hotels and restaurants on the west side of Cicero Avenue. The Village is getting closer with negotiations of additional stores and hotels. We are looking forward to having letters of intent in our hands late summer of 2025. The east side is in the process of removing the remaining excess dirt and stone and grading the area with a completion date of fall 2024. The Village is still looking into a partnership with a national company to install turf fields on the east side along with Top Golf, on the west side of Cicero Avenue, a waterpark hotel and commercial store fronts. The Village has demolished the Seneca property at 13301 S. Cicero Avenue and has letter of intent from Panera, Five Guy's and Chipotle lawyers are working on the final draft of the contracts, as soon as that is complete, construction will begin in 2024 due to IDOT requiring a right hand turning lane. The sale of approximately 5.0 acre parcels located at the northwest corner of IL Route 50 (Cicero Avenue) and Midlothian Turnpike will be completed soon to make way for a fueling station along with a strip mall and a restaurant. The first project on Pulaski Road is a truck repair station and trailer sales has been built and will open fall of 2024. This project adds great value because it will take a zero percent tax base into the tax roll and add to our sales tax.

The Village's continues its long-term capital project plans involving various projects as noted below. The Village moved forward and will be entering the final stage of $23 million project in the Playfield Park area to rehabilitate and replace water lines and sanitary and storm sewers. This project encompasses new streets, sidewalks, and curbs that will be upgraded. This area is over 55 years-old so it gives the area a much-needed update. Currently, the Village received a low-cost loan with the Illinois Environmental Protection Agency for the project and is working on grants to minimize the cost to the Village. Mayor Klein will make sure the residents do not have to carry any of the costs for this major rehab. This project began in fiscal year 2019 and will continue into 2024. Once this project is complete, it will add needed relief and increase capacity to the Village's sewer systems and water main age while adding to all the property values. The Village's 135th & Central Avenue storm water project has started and will finish up in 2024. This project will divert storm water from Forest Preserve property and lessen flooding problems in the area. The engineering for this project has been completed and the Village is finalizing grants from the Metropolitan Water Reclamation District, State of Illinois and Federal governments totaling $18.5 million with the Village's estimated cost to be $0.5 million. When this project is finished it will give way to phase two, the rehab of 135th Street and sidewalks which is expected to begin in the late summer of 2024 but we are waiting final approval from the state.

The Village completed tax increment financing district, i.e., the Midlothian Turnpike/Cicero Avenue Tax Increment Financing District. The development of this corner will start in the late summer of 2024. This project area is for additional commercial development and will help in upgrading of the Village's municipal buildings from the taxes that will be collected. Adjacent to this area is the former state police building site which is owned by the Village. The Village is in current negotiations to develop this site as commercial use. The anticipated date for opening is late summer 2024.

Future Events

Management is not aware of any currently known facts, decisions, or conditions that would have a significant impact on the Village's financial position (net position) or results of operations (revenues, expenses, and other changes in net position) in the next fiscal year.

Requests for Information

The financial report is designed to provide a general overview of the Village's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Village at 13800 South Cicero Avenue, Crestwood, Illinois 60418.

BASIC FINANCIAL STATEMENTS

Village of Crestwood, Illinois
Statement of Net Position
April 30, 2024

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and Cash Equivalents	$ 7,597,824	$ 1,872,290	$ 9,470,114
Prepaid Bond Insurance	306,991	-	306,991
Prepaid Rent	627,441	-	627,441
Security Deposit	191,414	-	191,414
Receivables			
Property Taxes	1,640,238	-	1,640,238
Sales Tax	1,568,623	-	1,568,623
Income Tax	413,884	-	413,884
Intergovernmental	198,293	-	198,293
Ambulance Service	104,755	-	104,755
Unbilled Water and Sewer	-	447,489	447,489
Safe Speed	21,940	-	21,940
Leases	3,813,726	-	3,813,726
Other	29,040	279,706	308,746
Investments - Held for Sale	3,405,409	-	3,405,409
Internal Balances	1,982,660	(1,982,660)	-
Capital Assets	63,183,443	36,275,661	99,459,104
Right-of-Use Assets	4,636,275	-	4,636,275
Total Assets	89,721,956	36,892,486	126,614,442
Deferred Ouflows of Resources			
Related to Pension	2,362,309	147,662	2,509,971
Liabilities			
Accounts Payable	280,450	224,946	505,396
GEMT Reimbursement Obligation	219,507	-	219,507
Accrued Salaries	279,777	18,816	298,593
Accrued Interest Payable	614,973	-	614,973
Deposits	1,000	-	1,000
Long-term Obligations, due within one year:			
Note Payables	295,918	-	295,918
Tax Increment Financing Bonds	1,620,000	-	1,620,000
Alternative Revenue Bonds	1,565,000	-	1,565,000
Illinois Environmental Protection Agency Loan	-	508,475	508,475
Bond Premium	346,721	-	346,721
Line of Credit	1,174,551	-	1,174,551
Lease Obligation	948,781	-	948,781
Long-term Obligations, due in more than one year:			
Note Payables	697,613	-	697,613
Tax Increment Financing Bonds	10,635,000	-	10,635,000
Alternative Revenue Bonds	23,365,000	-	23,365,000
Illinois Environmental Protection Agency Loan	-	13,788,100	13,788,100
Bond Premium	1,699,714	-	1,699,714
Lease Obligation	3,878,428	-	3,878,428
Net Pension Liability	1,681,008	198,469	1,879,477
Compensated Absences	49,090	-	49,090
Total Liabilities	49,352,531	14,738,806	64,091,337

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Statement of Net Position
April 30, 2024

	Governmental Activities	Business-Type Activities	Total
Deferred Inflows of Resources			
Pension Related	904,448	37,809	942,257
Unavailable Property Taxes	1,587,053	-	1,587,053
Unavailable Lease Revenue	3,813,726	-	3,813,726
Total Deferred Inflows of Resources	6,305,227	37,809	6,343,036
Net Position			
Net Investment in Capital Assets	40,221,864	21,979,086	62,200,950
Restricted for Debt Service	3,823,177	-	3,823,177
Restricted for Motor Fuel	1,064,476	-	1,064,476
Restricted for TIF Redevelopment	4,313,064	-	4,313,064
Unrestricted	(12,996,074)	284,447	(12,711,627)
Total Net Position	$ 36,426,507	$ 22,263,533	$ 58,690,040

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Statement of Activities
Year Ended April 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Service	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense), Revenue and Change in Net Position: Governmental Activities	Net (Expense), Revenue and Change in Net Position: Business-Type Activities	Net (Expense), Revenue and Change in Net Position: Total Primary Government
Governmental Activities:							
General Government	$ 1,553,515	$ 680,155	$ 78,075	$ -	$ (795,285)	$ -	$ (795,285)
Public Safety	7,846,068	2,331,101	-	-	(5,514,967)	-	(5,514,967)
Streets & Bridge	4,600,665	-	-	-	(4,600,665)	-	(4,600,665)
Sanitation	995,324	-	-	-	(995,324)	-	(995,324)
Recreation	1,739,039	783,327	-	-	(955,712)	-	(955,712)
Tax Increment Financing Cost	2,622,369	183,354	-	-	(2,439,015)	-	(2,439,015)
Interest on Long-term Debt	2,320,373	-	-	-	(2,320,373)	-	(2,320,373)
Total Governmental Activities	21,677,353	3,977,937	78,075	-	(17,621,341)	-	(17,621,341)
Business-Type Activities:							
Water & Sewer	4,698,468	3,803,612	-	-	-	(894,856)	(894,856)
Total Primary Government	$ 26,375,821	$ 7,781,549	$ 78,075	$ -	(17,621,341)	(894,856)	(18,516,197)
General Revenues:							
Taxes:							
Property					3,869,312	-	3,869,312
Sales					10,165,920	-	10,165,920
Income					1,803,722	-	1,803,722
Motor Fuel					702,648	-	702,648
Other Taxes					1,392,658	-	1,392,658
Unrestricted Investment Income					67,648	685	68,333
Gain on Sale of Assets					884,258	-	884,258
Other General Revenues					333,414	-	333,414
Total General Revenues					19,219,580	685	19,220,265
Special Items and Transfers:							
Transfers to Fiduciary Funds					(408,163)	-	(408,163)
Transfers to Enterprise Funds					(1,000,000)	-	(1,000,000)
Transfers from Enterprise Funds					247,500	-	247,500
Transfers to Governmental Funds					-	(247,500)	(247,500)
Transfers from Governmental Funds					-	1,000,000	1,000,000
Total Special Items and Transfers					(1,160,663)	752,500	(408,163)
Change in Net Position					437,576	(141,671)	295,905
Net Position, Beginning of Year					35,988,931	22,405,204	58,394,135
Net Position, End of Year					$ 36,426,507	$ 22,263,533	$ 58,690,040

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Balance Sheet
Governmental Funds
April 30, 2024

	Major Governmental Funds					
	General	135th & Cicero Tax Increment Financing	Rt. 83 & Cicero Tax Increment Financing	Route 83 Debt Service	Nonmajor Governmental Funds	Total
Assets						
Cash and Cash Equivalents	$ 2,993,409	$ 1,885,591	$ 124,062	$ 780,961	$ 1,813,801	$ 7,597,824
Prepaid Bond Insurance	-	306,991	-	-	-	306,991
Prepaid Rent	-	-	627,441	-	-	627,441
Security Deposit	-	-	191,414	-	-	191,414
Receivables						
Property Taxes	1,021,002	563,920	55,316	-	-	1,640,238
Sales Tax	1,119,526	288,387	-	-	160,710	1,568,623
Income Tax	-	-	-	413,884	-	413,884
Intergovernmental	137,223	-	-	-	61,070	198,293
Ambulance Services	104,755	-	-	-	-	104,755
Safe Speed	21,940	-	-	-	-	21,940
Leases	26,549	-	3,787,177	-	-	3,813,726
Other	29,040	-	-	-	-	29,040
Investments - Held for Sale	3,405,409	-	-	-	-	3,405,409
Due from Other Funds	-	950	901,810	1,265,842	424,187	2,592,789
Total Assets	$ 8,858,853	$ 3,045,839	$ 5,687,220	$ 2,460,687	$ 2,459,768	$ 22,512,367
Liabilities						
Accounts Payable	$ 248,598	$ -	$ -	$ -	$ 31,852	$ 280,450
GEMT Reimbursement Obligation	219,507	-	-	-	-	219,507
Accrued Salaries	279,777	-	-	-	-	279,777
Deposits	1,000	-	-	-	-	1,000
Due to Other Funds	591,872	17,307	-	-	950	610,129
Total Liabilities	1,340,754	17,307	-	-	32,802	1,390,863
Deferred Inflows of Resources						
Unavailable Property Taxes	971,542	562,967	52,544	-	-	1,587,053
Unavailable Lease Revenue	26,549	-	3,787,177	-	-	3,813,726
Total Deferred Inflows of Resources	998,091	562,967	3,839,721	-	-	5,400,779
Fund Balances						
Nonspendable						
Prepaid Items	-	306,991	627,441	-	-	934,432
Restricted						
TIF Redevelopment	-	2,158,574	1,220,058	-	-	3,378,632
Debt Service	-	-	-	2,460,687	1,362,490	3,823,177
Motor Fuel	-	-	-	-	1,064,476	1,064,476
Unassigned	6,520,008	-	-	-	-	6,520,008
Total Fund Balances	6,520,008	2,465,565	1,847,499	2,460,687	2,426,966	15,720,725
Total Liabilities, Deferred Inflows and Fund Balance	$ 8,858,853	$ 3,045,839	$ 5,687,220	$ 2,460,687	$ 2,459,768	$ 22,512,367

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Reconciliation of the Total Fund Balance of Governmental Funds
to the Net Position of Governmental Activities
April 30, 2024

Total Fund Balances - Governmental Funds	$	15,720,725
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital Assets and Right-of-Use Assets used in governmental activities are not financial resources, and therefore are not reported in governmental funds:		
Capital Assets (Net of Accumulated Depreciation)		63,183,443
Right-of-Use Assets (Net of Accumulated Amortization)		4,636,275
Some liabilities reported in the Statement of Activities do not require the use of current financial resources and therefore, are not reported in governmental funds. These activities consist of:		
Deferred Outflows of Resources Related to Pensions		2,362,309
Deferred Inflows of Resources Related to Pensions		(904,448)
Net Pension Liability		(1,681,008)
Tax Increment Financing Bonds		(12,255,000)
Revenue Bonds Payable		(24,930,000)
Bond Premium		(2,046,435)
Line of Credit Payable		(1,174,551)
Lease Obligation		(4,827,209)
Notes Payable		(993,531)
Compensated Absences		(49,090)
Accrued interest on long-term liabilities is shown as a liability on the Statement of Net Position.		(614,973)
Net Position of Governmental Activities	$	36,426,507

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended April 30, 2024

	Major Governmental Funds					
	General	135th & Cicero Tax Increment Financing	Rt. 83 & Cicero Tax Increment Financing	Route 83 Debt Service	Nonmajor Governmental Funds	Total
Revenues						
Property Tax	$ 2,013,881	$ 1,766,580	$ 88,851	$ -	$ -	$ 3,869,312
Sales Tax	8,318,579	860,527	-	-	986,814	10,165,920
State Income Tax	-	-	-	1,803,722	-	1,803,722
Motor Fuel Tax	-	-	-	-	702,648	702,648
Other Taxes	1,392,658	-	-	-	-	1,392,658
Intergovernmental	78,075	-	-	-	-	78,075
Licenses and Permits	632,025	-	-	-	-	632,025
Fines and Penalties	1,555,554	-	-	-	-	1,555,554
Charges for Services	831,457	-	183,354	-	-	1,014,811
Advanced Life Support	775,547	-	-	-	-	775,547
Miscellaneous	333,414	-	-	-	-	333,414
Interest	1,480	691	65,113	-	364	67,648
Total Revenues	15,932,670	2,627,798	337,318	1,803,722	1,689,826	22,391,334
Expenditures						
Current:						
General Government	3,536,787	27,802	1,030	-	475	3,566,094
Public Safety	7,619,831	-	-	-	-	7,619,831
Parks and Recreation	1,906,619	-	-	-	-	1,906,619
Street and Bridge	2,028,105	-	-	-	670,200	2,698,305
Garbage Disposal	995,324	-	-	-	-	995,324
Surplus Fund Expenditures	452,568	-	-	-	-	452,568
Debt Service						
Principal	1,422,143	1,505,000	1,067,560	905,000	630,000	5,529,703
Interest and Fees	210,021	1,306,700	294,074	281,944	256,274	2,349,013
Capital Outlay	851,045	-	20,137	-	441,642	1,312,824
Total Expenditures	19,022,443	2,839,502	1,382,801	1,186,944	1,998,591	26,430,281
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,089,773)	(211,704)	(1,045,483)	616,778	(308,765)	(4,038,947)
Other Financing Sources (Uses)						
Loan Proceeds	275,000	-	-	-	-	275,000
Sale of Capital Assets	2,439,010	-	-	-	-	2,439,010
Transfers In	297,500	-	415,000	1,158,802	187,594	2,058,896
Transfers Out	(2,794,559)	(150,000)	-	-	(275,000)	(3,219,559)
Total Other Financing Sources (Uses)	216,951	(150,000)	415,000	1,158,802	(87,406)	1,553,347
Net Change in Fund Balance	(2,872,822)	(361,704)	(630,483)	1,775,580	(396,171)	(2,485,600)
Fund Balance, Beginning of Year	9,392,830	2,827,269	2,477,982	685,107	2,823,137	18,206,325
Fund Balance, End of Year	$ 6,520,008	$ 2,465,565	$ 1,847,499	$ 2,460,687	$ 2,426,966	$ 15,720,725

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended April 30, 2024

Net change in fund balance	$	(2,485,600)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets are depreciated over their estimated useful lives as depreciation expense.		
This is the amount of expenditures capitalized in the current period.		2,308,902
This is the amount of depreciation recorded in the current period.		(2,431,384)
This is the amount of Right-of-Use amortization recorded in the current period.		(1,060,448)
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduced long-term liabilities in the Statement of Net Position.		
Bond Principal		3,040,000
Premium Amortization		379,870
Note Payable Principal		1,422,143
Lease Obligation Expense		996,394
The issuance of new debt is recorded as other financing sources in the governmental funds, but the issuance of new debt increases long-term liabilities in the Statement of Net Position.		(275,000)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported in the governmental funds:		
Accrual of interest is reported as interest expense on the Statement of Activities		39,634
Net Pension Obligation		(91,938)
Compensated Absences		149,752
Sale of Capital Assets		(1,554,749)
Change in net position of governmental activities	$	437,576

See Notes to the Basic Financial Statements

PROPRIETARY FUND

Village of Crestwood, Illinois
Proprietary Fund
Statement of Net Position
April 30, 2024

	Proprietary Fund Water & Sewer Fund
Assets	
Current Assets	
Cash and Investments	$ 1,872,290
Receivables	
Accounts, net of allowance	279,706
Unbilled Water and Sewer Charges	447,489
Total Current Assets	2,599,485
Noncurrent Assets	
Water and Sewer System	51,795,327
Equipment	270,446
Subtotal	52,065,773
Less: Accumulated Depreciation	(15,790,112)
Total Noncurrent Assets	36,275,661
Total Assets	38,875,146
Deferred Outflows of Resources	
Pension Related	147,662
Liabilities	
Current Liabilites	
Accounts Payable	224,946
Accrued Salaries	18,816
Due to General Fund	1,982,660
Loan Payable - Current Portion	508,475
Noncurrent Liabilities	
Loan Payable	13,788,100
Net Pension Liability	198,469
Total Liabilities	16,721,466
Deferred Inflows of Resources	
Pension Related	37,809
Net Position	
Net Investment in Capital Assets	21,979,086
Unrestricted	284,447
Total Net Position	$ 22,263,533

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Proprietary Fund
Statement of Revenues, Expenses and
Changes in Net Position
For the Year Ended April 30, 2024

	Proprietary Fund Water & Sewer
Operating Revenues Received	
Charges for Services	
Water and Sewer	$ 3,131,925
Penalties	34,736
Tap-In and Connection Fees	8,250
Capital Improvements	601,168
Miscellaneous	27,533
Total Operating Revenues Received	3,803,612
Operating Expenses Disbursed	
Operations	3,311,937
Depreciation	1,193,771
Total Operating Expenses Disbursed	4,505,708
Operating Income (Loss)	(702,096)
Nonoperating Revenue	
Interest Income	685
Interest Expense	(192,760)
Transfer From General Fund	1,000,000
Transfer To Other Funds	(247,500)
Total Nonoperating Revenue	560,425
Change in Net Position	(141,671)
Net Position, Beginning of the Year	22,405,204
Net Position, End of the Year	$ 22,263,533

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Proprietary Fund
Statement of Cash Flows
For the Year Ended April 30, 2024

	Proprietary Fund Water & Sewer
Cash Flows from Operating Activities	
Cash Received from Customers	$ 3,843,098
Cash Payments for Goods and Services	(4,403,672)
Cash Payments to Employees for Services	(566,907)
Net Cash Provided by Operating Activities	(1,127,481)
Cash Flows from Capital and Related Financing Activities	
Purchase of Capital Assets	(2,586,861)
Transfer Proceeds	1,000,000
Transfer To Other Funds	(247,500)
Loan Proceeds	2,318,936
Principal Payments	(579,190)
Interest Payments	(192,760)
Net Cash Provided by Noncapital Financing Activities	(287,375)
Cash Flows from Investing Activities	
Interest	685
Net Cash (Used in) Capital and Related Financing Activities	685
Net Increase (Decrease) in Cash	(1,414,171)
Cash, Beginning of the Year	3,286,461
Cash, End of the Year	$ 1,872,290
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating Income (Loss)	$ (702,096)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities	
Depreciation Expense	1,193,741
Changes in Assets/Liabilities	
Accounts/Unbilled Receivables	39,486
Interfund Accounts	(1,739,243)
Accrued Salaries	(4,655)
Accounts Payable	62,095
Net Pension Liability	23,191
Total Adjustments	(425,385)
Net Cash Provided by (Used in) Operating Activities	$ (1,127,481)

See Notes to the Basic Financial Statements

FIDUCIARY FUNDS

Village of Crestwood, Illinois
Fiduciary Funds
Statement of Fiduciary Net Position
April 30, 2024

	Pension Trust Funds		
	Fire Pension Fund	Police Pension Fund	Total
Assets			
Cash and Cash Equivalents	$ 217,397	$ 746,680	$ 964,077
Investments, at Fair Value	-	2,733,558	2,733,558
Property Tax Receivable	-	46,577	46,577
Prepaid Expenses	263	530	793
Due From Participants	-	443	443
Total Assets	$ 217,660	$ 3,527,788	$ 3,745,448
Liabilities			
Accounts Payable	$ 5,825	$ 1,350	$ 7,175
Deferred Inflows of Resources			
Deferred Property Taxes	-	44,619	44,619
Net Position			
Restricted for Pension Benefits	$ 211,835	$ 3,481,819	$ 3,693,654

See Notes to the Basic Financial Statements

Village of Crestwood, Illinois
Fiduciary Funds
Statement of Changes in Fiduciary Net Position
April 30, 2024

	Pension Trust Funds		
	Fire Pension Fund	Police Pension Fund	Total
Additions			
Employer Contributions			
Property Tax	$ -	$ 75,839	$ 75,839
Plan Member Contributions	7,022	175,550	182,572
Net Change in Investments	285	254,250	254,535
Total Additions	7,307	505,639	512,946
Deductions			
Filing and Miscellaneous Fees	10,239	28,963	39,202
Pension Benefits	-	193,103	193,103
Total Deductions	10,239	222,066	232,305
Excess of Additions over Deductions	(2,932)	283,573	280,641
Other Financing Sources			
Transfers In	41,164	366,999	408,163
Net Increase in Net Position	38,232	650,572	688,804
Net Position Restricted for Pension			
Beginning of the Year	173,603	2,831,247	3,004,850
End of the Year	$ 211,835	$ 3,481,819	$ 3,693,654

See Notes to the Basic Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Village of Crestwood, Illinois (Village) have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to government units (hereinafter referred to as generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The following is a summary of the Village's more significant accounting policies:

Reporting Entity

Accounting principles generally accepted in the United States of America require the reporting entity to include all organizations, activities, functions, and component units for which the Village is financially accountable. Financial accountability is defined as the appointment of a voting majority of the component unit's board and either; (1) the Village's ability to impose its will over the component unit or (2) the possibility that the component unit will provide a financial benefit to or impose a financial burden with the Village.

In conformity with GAAP, the Village's Police Pension Fund and the Firefighters' Pension Fund have been included as component units in the Village's basic financial statements. Although they are separate legal entities, these funds provide pension benefits for the Village's police officers and firefighters. Thus, their financial information has been blended within the Village's basic financial statements as fiduciary funds.

Fund Accounting

The Village uses funds to report on its financial position and changes in its financial position. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Funds are classified into the following categories: governmental, proprietary, and fiduciary.

Governmental funds are used to account for all or most of a government's general activities, including the collection and disbursement of earmarked funds (special revenue funds), the acquisition or construction of general capital assets (capital project funds) and the servicing of general long-term debt (debt service funds). The general fund is used to account for all activities of the general government not accounted for in some other fund.

Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. Goods or services from such activities can be provided either to outside parties (enterprise funds) or to other departments or agencies primarily within the government (internal service funds).

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments, or on behalf of other funds within the Village. The Village utilizes pension trust funds which are generally used to account for assets that the Village holds in a fiduciary capacity or on behalf of others as their agent.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Government-Wide Financial Statements

The Village's basic financial statements consist of both the government-wide financial statements, including a Statement of Net Position and a Statement of Activities, and the fund financial statements which provide a more detailed level of financial information.

The Statement of Net Position and the Statement of Activities display information about the Village as a whole. These statements include the financial activities of the primary government, except for fiduciary funds. The effect of material interfund activity has been eliminated from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on a significant extent on fees and charges for support.

The Statement of Net Position presents the financial condition of the governmental activities of the Village at year end. The Statement of Net Position includes all current assets and current liabilities and all capital assets, net of accumulated depreciation, and long-term debt associated with the operation of the Village.

The Statement of Activities presents a comparison between direct expenditures and program revenues for each program or function of the Village's governmental activities. Direct expenditures are those that are specifically associated with a service, program, or department and therefore clearly identifiable to a particular function. Program revenues include both charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues which are not classified as program revenues are presented as general revenues of the Village. The comparison of direct expenditures with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the Village.

Fund Financial Statements

During the year, the Village segregates transactions related to certain Village functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the Village at this more detailed level. The focus of governmental fund financial statements is on major funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The Village reports the following major governmental funds:

The General Fund is the Village’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The Tax Increment Financing Funds are used to account for bond proceeds, incremental property tax, all non-home rule sales tax distributed to the Village and ad valorem taxes if needed, levied against property in the Village sufficient to retire the 135th and Cicero TIF Bonds and provide funds for the Route 83 and Cicero Avenue capital activity.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The Village reports the following major enterprise fund:

The Water and Sewer Fund is used to account for the activities of the water and sewer operations.

Additionally, the Village reports the following fiduciary funds:

The Pension Funds are used to account for the police and firefighters pension activity. Fiduciary funds are excluded from the government-wide financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the "economic resources measurement focus" and the "accrual basis of accounting", as are the proprietary fund and the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider are met. Operating revenues/expenses include all revenues/expenses directly related to providing water and sewer services. Incidental revenues/expenses related to these services are reported as non-operating.

Government fund financial statements are reported using the "current financial resources measurement focus" and the "modified accrual basis of accounting". Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectable within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except as noted hereinafter. Some State of Illinois tax payments to the Village, such as income tax, have been delayed due to a lack of sufficient or timely state revenues. The Village considers this a highly unusual circumstance, and, to not artificially distort revenue patterns, has in these cases recognized revenue beyond the 60-day period. Expenditures generally are when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Property taxes, sales taxes, income taxes, off-track betting taxes, motor fuel taxes, charges for services and interest associated with the current fiscal period are all considered to be susceptible to accrual and are recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Village.

The Village reports deferred and/or unearned revenue on its financial statements. Deferred/unearned revenue arises when potential revenue does not meet both the “measurable” and “available” or “earned” criteria for recognition in the current period. Deferred/unearned revenues also arise when resources are received by the Village before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Village has a legal claim to the resources, the liability for deferred/unearned revenue is removed and revenue is recognized.

Differences between the government-wide financial statements and the fund financial statements are briefly explained in reconciliations included in the fund financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Investments

For purposes of the Statement of Cash Flows, the Village's proprietary fund considers all highly liquid investments with maturities of three months or less at the date of purchase to be cash equivalents.

Investments with a maturity of one year or less when purchased are stated at cost or amortized cost. Investments with a maturity greater than one year and all investments of the pension trust fund are stated at fair value except for non-negotiable certificates of deposit which are recorded at cost.

Illinois Funds, a money market mutual fund created by the Illinois State Legislature and controlled by the Illinois State Treasurer is reported at a $1 per share value, which equals the fair value in the pool.

Interfund Activity

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "Internal Balances".

Interfund services are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions, except interfund services and reimbursements, are reported as transfers.

Inventories and Prepaid Items

The Village does not maintain inventory material to the financial statements. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as an expenditure/expense when consumed rather than purchased. Also, bond insurance premiums noted under "Long-Term Obligations" below are reported as a prepaid item and amortized over the life of the bonds.

Capital Assets

Capital assets, which includes property, plant, equipment, and infrastructure assets (i.e., roads, bridges, storm sewers and similar items on a prospective basis effective April 1, 2005) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital Assets are defined by the Village as assets with an initial, individual cost of more than $2,500 for equipment, $10,000 for buildings and improvements and $50,000 for infrastructure assets and estimated useful lives in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The costs of normal maintenance and repairs, including street overlays that do not add to the value or service capacity of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Buildings	50 years
Infrastructure	30-40 years
Improvements Other than Buildings	5-25 years
Machinery, Furniture and Equipment	3-20 years
Vehicles	7-15 years

In the fund financial statements, capital assets acquired for use in governmental fund operations are accounted for as capital outlay expenditures of the government fund upon acquisition. Capital assets acquired for use in proprietary fund operations are accounted for the same as in the government-wide statements.

Right-of-Use Assets

Right-of-Use Assets, which include property or equipment that are rented or leased from a vendor that the Village maintains control of for over a year. Lease obligations are recorded with a Right-of Use Asset offset. The asset is then amortized over the life of the asset in the Village's possession. Right-of-Use Assets are recorded in the applicable governmental or business-type activities columns in the government-wide financial statements.

Lessor Agreements

In June 2017, the Government Accounting Standards Board issued GASB No. 87, Leases. This standard supersedes previous lease recording standards. The GASB statement increases comparability and transparency by conforming US GAAP with International Lease standards. The standard requires all lessors to include income expected from leases on the balance sheet as a lease receivable. The receivable is recorded with an offsetting deferred inflow for the remaining expected income as part of the governmental financial statements.

Long-Term Obligations

In the government-wide financial statements and proprietary fund in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statements of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of applicable bond premium or discount.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current year. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Deferred outflows/inflows of resources

In addition to assets, the Statement of Financial Position includes a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

The Village of Crestwood has one item that qualifies for reporting in this category. It is deferred amounts related to pensions - differences between estimated and actual investment earnings, changes in actuarial assumptions and other pension related charges.

In addition to liabilities, the Statement of Financial Position includes a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Village of Crestwood has two items that qualify for reporting in this category. The governmental funds report unavailable revenues from three sources: property taxes, special assessments and leases. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In the government-wide financial statements the Village of Crestwood reports deferred amounts related to pensions.

Net Position

For government-wide reporting as well as in proprietary funds, the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources is called net position. Net position is comprised of three components:

- Net investment in capital assets consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances of bonds, notes, and other debt that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are included in this component of net position.

- Restricted net position consists of restricted assets reduced by liabilities and deferred inflow of resources related to those assets. Assets are reported as restricted when constraints are placed on asset use either by external parties or by law through constitutional provision or enabling legislation.

- Unrestricted net position is the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that does not meet the definition of the two preceding categories.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Sometimes the Village will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made, about the order in which the resources are considered to be applied. It is in the Village's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Balance

The Village's fund balances are required to be reported using five separate classifications as listed below. The Village may not necessarily utilize each classification in a given fiscal year.

Non-Spendable – amounts that cannot be spent either because they are in non-spendable form or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constitutional provisions, charter requirements or enabling legislation or because of constraints that are externally imposed by creditors, grantors, or laws or regulations or other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the Board of Trustees of the Village (the highest level of decision-making authority for the Village). Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board of Trustees.

Assigned – amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. Under the Village's adopted policy, only the Village may assign amounts for specific purposes.

Unassigned – all other spendable amounts; positive amounts are reported only in the general fund.

When an expenditure is incurred for which both restricted and unrestricted fund balance is available, the Village considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the Village considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Village's Board of Trustees has provided otherwise in its commitment or assignment actions.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of both the Fire and Police Pension Plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as it is reported by those plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Compensated Absences

It is the Village's policy to permit employees to accumulate earned but unused vacation benefits. Upon the employee's separation from the Village, unused vacation days are paid out to the employees. All eligible unused days are accrued in the government-wide financial statements. A liability for these days is reported in the governmental funds only if they are payable and due to the employee.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. DEPOSITS AND INVESTMENTS

Governmental

Cash and investments are separately held by each of the Village's funds, including the pension trust fund.

Investment policies of the Village and the pension trust fund are limited by Illinois Compiled Statutes. In that regard, deposits/investments are limited to deposits/investments in insured commercial banks, obligations of the U.S. Treasury and U.S. agencies, certificates of deposit issued by commercial banks that are FDIC insured or collateralized, commercial paper that has the highest rating classifications by at least one of the standard rating agencies and has one of the two highest rating classifications by at least two of the standard rating agencies, the Illinois Public Treasurer's Investment Pool and any money market mutual fund permissible under State law. Repurchase agreements are not permissible under the investment policy.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village has limited its exposure to interest rate risk by structuring the portfolios to provide liquidity for cash requirements for ongoing operations in money market funds and Illinois Funds.

Credit risk is the risk that the issuer of a debt security will not pay its par value upon maturity. The Village limits its exposure to credit risk with investments to Illinois Funds. The Illinois Funds Money Market has earned Standard & Poor's highest rating (AAAm).

Concentration of credit risk is the risk that the Village or Fire Pension Funds has a high percentage of its investments invested in one type of investment. Neither the Village nor the fire pension trust fund has significant investments.

The policy is to maintain most funds in FDIC insured money market funds and certificates of deposit maturing in one year or less to ensure that proper liquidity is maintained in order to meet ongoing obligations.

2. DEPOSITS AND INVESTMENTS (continued)

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the Village's deposits may not be returned to it. The Village's investment policy requires pledging of collateral for all bank balances in excess of federal depository insurance, at an amount not less than 102% of the market value of principal and interest accrued. As of April 30, 2024, the deposits of the Village are either insured by the FDIC or fully collateralized.

Custodial credit risk for investments is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments that are in the possession of the outside party. The Village has not maintained a high percentage of its investments in one type of investment.

Assets acquired for sale

During the fiscal year ending April 30, 2022, the Village bought a property for the purpose of being redeveloped and sold to encourage business expansion in the area. The Village purchased two properties for $3,405,409 with the intent of holding short-term and selling them within the next fiscal year. As of April 30, 2024, the carrying value and the expected net residual value is $3,405,409 and is carried using a cost basis.

Fiduciary

Police Pension

Investment Policy

Illinois Compiled Statutes (ILCS) limit the Police Pension Fund's (the Fund) investments to those allowable by ILCS and require the Fund's Board of Trustees to adopt an investment policy which can be amended by a majority vote of the Board of Trustees. The Fund's investment policy authorizes the Fund to make deposits/invest in insured commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. agencies, insured credit union shares, money market mutual funds with portfolios of securities issued or guaranteed by the United States or agreements to repurchase these same obligations, repurchase agreements, short-term commercial paper rated within the three highest classifications by at least two standard rating services, investment grade corporate bonds and Illinois Funds. The Fund may also invest in certain non-U.S. obligations, Illinois municipal corporations tax anticipation warrants, veteran's loans, obligations of the State of Illinois and its political subdivisions, Illinois insurance company general and separate accounts, mutual funds and corporate equity securities and real estate investment trusts.

The long-term expected rate of return on assets shown here is from the State of Illinois Department of Insurance Actuarial Experience Study dated September 26, 2012. The best estimate of future real rates of return are developed for each of the major asset classes. Expected inflation is added back in. Adjustment is made to reflect geometric returns.

ILCS limits the Fund's investment in equities, mutual funds and variable annuities to 65%. Securities in any one company should not exceed 5% of the total fund. The blended asset classes are comprised of all other asset classes to allow for rebalancing the portfolio.

2. DEPOSITS AND INVESTMENTS (continued)

Investment Valuations

All investments in the plan are stated at fair value and are recorded as of the trade date. Fair value is based on quoted market prices at May 31 for debt securities, equity securities and mutual funds and contract values for insurance contracts. Illinois Funds, an investment pool created by the state legislature under the control of the State Treasurer, is a money market mutual fund that maintains a $1 per share value.

Fair Value Measurement

The Police Pension Fund and Firefighters' Pension Fund categorizes fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The Police Pension and Firefighters' Pension Fund held no investments subject to fair value measurement at April 30, 2024.

Net Asset Value

The Net Asset Value (NAV) of the Police Pension Fund's pooled investment in IPOPIF (Illinois Police Officers' Pension Investment Fund) was $2,733,558 at April 30, 2024. Investments in IPOPIF are valued at IPOPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at April 30, 2024. The fund may redeem shares with a seven day calendar notice. IPOPIF may, at its sole discretion and based on circumstances, process redemption requests with fewer than a seven-calendar day notice. Regular redemptions of the same amount on a particular day of the month may be arranged with IPOPIF.

Investment Rate of Return

For the year ended April 30, 2024, the annual money-weighted rate of return on pension plan investments is 9.54%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the change in amounts invested.

Custodial Credit Risk

For an investment, this is the risk that in the event of failure of the counterparty, the Fund will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. The U.S. Treasury Notes, U.S. agency securities, and insurance contracts are held by the Fund's agent in the Fund's name. The Illinois Funds Investment Pool, Money Market Mutual Funds, and Equity Mutual Funds are not subject to custodial credit risk.

Fire Pension

Investment Rate of Return

For the year ended April 30, 2024, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense is .02%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the change in amount invested.

2. DEPOSITS AND INVESTMENTS (continued)

Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of a bank's failure, the Fund's deposits may not be returned to them. The Fund's investment policy requires all bank balances to be covered by federal depository insurance.

Interest Rate Risk

The Firefighters' Pension Fund has limited its exposure to interest rate risk by structuring the portfolio to provide liquidity for cash requirements for ongoing operations in money market funds. The Firefighters' Pension Fund does not have any debt investments or other investments that are highly sensitive to changes in interest rates.

3. PROPERTY TAX

Property taxes for 2023 attach as an enforceable lien on January 1, 2024, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and issued on or about February 1, 2024, and are payable in two installments, on or about March 1, 2024, and August 1, 2024. Tax increment financing (TIF) property tax receipts are received in two installments similar to levied taxes described above. TIF property taxes are not levied but are paid by the County from incremental property tax receipts of all taxing bodies within the TIF District. The County collects such taxes and remits them periodically. The 2023 levy is intended to partially fund expenditures for fiscal year 2024 to the extent of collections through April 30, 2024, and 60 days subsequent to that date. The remainder of the 2023 levy is deferred as of April 30, 2024.

The 2023 tax levy, which attached as an enforceable lien on property as of January 1, 2024, has not been recorded as a receivable as of April 30, 2024, as the tax has not yet been levied by the Village and will not be levied until December 2024, and, therefore, the levy is not measurable as of April 30, 2024.

4. CAPITAL ASSETS

Capital asset activity for the year ended April 30, 2024 is as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital Assets, Not Being Depreciated				
Land	$28,993,196	$ 4,302,687	$ 1,554,751	$31,741,132
Construction in Progress	4,936,747	-	4,936,747	-
Total Capital Assets Not Being Depreciated	33,929,943	4,302,687	6,491,498	31,741,132
Capital Assets being Depreciated				
Land Improvements	1,049,333	-	-	1,049,333
Infrastructure	41,491,186	1,958,830	-	43,450,016
Buildings	15,083,440	507,830	-	15,591,270
Buildings Improvements	931,657	154,243	-	1,085,900
Equipment, Furniture and Fixtures	3,498,027	282,089	-	3,780,116
Vehicles	5,962,930	39,970	-	6,002,900
Capital Assets being Depreciated	68,016,573	2,942,962	-	70,959,535
Less: Accumulated Depreciation	37,085,840	2,431,384	-	39,517,224
Capital Assets being Depreciated, Net of Depreciation	30,930,733	511,578	-	31,442,311
Total Governmental Activities, Capital Assets, Net of Depreciation	$64,860,676	$ 4,814,265	$ 6,491,498	$63,183,443

Right-of-Use Assets	Beginning Balance	Increases	Decreases	Ending Balance
MWRD Land Lease	$ 6,912,756	$ -	$ 1,216,033	$ 5,696,723
Less: Accumulated Amortization	1,082,178	-	21,730	1,060,448
Right-of-Use Assets, Net of Amortization	$ 5,830,578	$ -	$ 1,194,303	$ 4,636,275

Depreciation expense was charged to functions as follows:

Governmental Activities:	
General Government	$ 290,396
Public Safety	313,275
Street and Bridge	334,549
Recreation	1,493,164
Total Governmental Activities Depreciation Expense	$ 2,431,384

4. CAPITAL ASSETS (continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type Activities:				
Capital Assets being Depreciated				
Water & Sewer System	$ 49,208,466	$ 2,586,861	$ -	$ 51,795,327
Equipment	270,446	-	-	270,446
Capital Assets, Gross	49,478,912	2,586,861	-	52,065,773
Less: Accumulated Depreciation	14,596,371	1,193,741	-	15,790,112
Capital Assets being Depreciated, Net of Depreciation	34,882,541	1,393,120	-	36,275,661
Total Business-Type Activities, Capital Assets, Net of Depreciation	$ 34,882,541	$ 1,393,120	$ -	$ 36,275,661

Business-Type Activities:	
Water and Sewer	$ 1,193,741

5. LONG-TERM DEBT

During the year ended April 30, 2024, the following changes occurred in liabilities reported in the Statement of Net Position:

	5/1/2023 Balances	Additions	Reductions	4/30/2024 Balances	Within One year
Governmental Activities:					
Bonds					
TIF Bonds	$ 26,435,000	$ -	$ 1,505,000	$ 24,930,000	$ 1,565,000
GO Bonds	13,790,000	-	1,535,000	12,255,000	1,620,000
Subtotal Bonds	40,225,000	-	3,040,000	37,185,000	3,185,000
Add Unamortized Premium	2,426,306	-	379,871	2,046,435	346,721
Total Bonds	42,651,306	-	3,419,871	39,231,435	3,531,721
Line of Credit	4,343,164	275,000	3,443,613	1,174,551	1,174,551
Notes Payable	1,872,061	-	878,530	993,531	295,918
Lease Obligation	5,957,457	-	1,130,248	4,827,209	948,781
Net Pension Liability	1,737,899	-	56,891	1,681,008	-
Compensated Absences	198,842	-	149,752	49,090	-
Total Long-Term Debt	$ 56,760,729	$ 275,000	$ 9,078,905	$ 47,956,824	$ 5,950,971

	5/1/2023 Balances	Additions	Reductions	4/30/2024 Balances	Within One year
Business-Type Activities:					
IEPA Loan	$ 12,556,829	$ 2,318,936	$ 579,190	$ 14,296,575	$ 508,475
Net Pension Liability	198,926	-	457	198,469	-
Total Long-Term Debt	$ 12,755,755	$ 2,318,936	$ 579,647	$ 14,495,044	$ 508,475

5. LONG-TERM DEBT (continued)

The following is a summary of long-term debt of the Village of April 30, 2024:

Governmental Activities:

Tax Increment Financing Bonds

On August 24, 2016, the Village issued $33,675,000 tax-exempt General Obligation Bonds (Alternate Revenue), Series 2016B at a premium of $3,760,834. Net proceeds of $26,100,000, and an additional $880,000 cash in the above Series 2004 project fund, (after net payment of $925,834 in bond insurance premium, underwriting fees, issuance costs and interest) were remitted by the Series 2016B trustee to the above Series 2004 trustee for the redemption of the $26,980,000 refunded bonds. The remaining $10,400,000 was deposited with the Village as project revenue to be used in the development of the Route 83 and Cicero Redevelopment Project Area. $2,565,000 serial bonds have an interest rate of 2.00%; $6,180,000 serial bonds have a rate of 4.00%; $24,930,000 serial bonds have a rate of 5.00% with interest paid semi-annually on June 15 and December 15. Principal is paid annually with a final maturity date of December 15, 2035. These bonds, together with interest, are limited obligations of the Village, payable solely from the collection of "tax receipts" (i.e., incremental property taxes distributed to the Village within the 135th and Cicero TIF District, all collections distributed to the Village from Non-Home Rule sales taxes and *ad valorem* taxes, if needed, levied against all of the taxable property in the Village). Bonds outstanding as of April 30, 2024 are $24,930,000 and carries an AA rating by Standard & Poor's.

Alternative Revenue Bonds

On January 28, 2016, the Village issued $9,000,000 tax-exempt General Obligation Bond (Alternate Revenue), Series 2016A at a premium of $757,512. Net proceeds of $8,710,461 (after payment of $289,539 in underwriting fees and issuance costs) were deposited with the Village for the purpose of paying tort judgements and settlements. The bonds are dated February 3, 2016 and have an interest rate of 4.5% with interest payable semi-annually on June 15 and December 15. Principal is paid annually with a final maturity date of December 15, 2029. These bonds, together with interest, are limited obligations of the Village, payable solely from the collection of "tax receipts" (i.e., all collections distributed to the Village from Non-Home Rule sales taxes and *ad valorem* taxes, if needed, levied against all of the taxable property in the Village). Bonds outstanding as of April 30, 2024 are $5,065,000 and carries an AA rating by Standard and Poor's.

On January 16, 2020, the Village issued $4,300,000 tax-exempt General Obligation Bond (Alternate Revenue), Series 2020A at a premium of $368,552. Net proceeds of $4,627,702 (after payment of $91,891 in underwriting fees and issuance costs) were deposited with the Village for the purpose of the current refunding of the 2018 issuance of debt. The bonds are dated February 20, 2020 and have a variable interest rate with interest payable semi-annually on June 15 and December 15. Principal is paid annually with a final maturity date of December 15, 2034. These bonds, together with interest, are limited obligations of the Village, payable solely from the collection of pledged revenues and pledged taxes. Bonds outstanding as of April 30, 2024 are $2,250,000 and carries an AA rating by Standard and Poor's.

5. LONG-TERM DEBT (continued)

On January 16, 2020, the Village issued $6,000,000 tax-exempt General Obligation Bonds (Alternate Revenue), Series 2020B at a premium of $130,114. Net proceeds of $6,000,000 (after payment of $130,114 in underwriting fees and issuance costs) were deposited with the Village for the purpose of paying for Village planned construction projects. The bonds are dated February 20, 2020 and have an interest rate of 4% with interest payable semi-annually on June 15 and December 15. Principal is paid annually with a final maturity date of December 15, 2034. These bonds, together with interest, are limited obligations of the Village, payable solely from the collection of pledged revenues and pledged taxes. Bonds outstanding as of April 30, 2024 are $4,940,000 and carries an AA rating by Standard and Poor's.

Debt Service to Maturity

The annual debt service requirements to retire outstanding bonds as of April 30, 2024 are estimated as follows:

Fiscal Year	Principal	Interest	Total
2025	$ 3,185,000	$ 1,682,770	$ 4,867,770
2026	3,365,000	1,536,670	4,901,670
2027	3,490,000	1,386,595	4,876,595
2028	3,675,000	1,228,770	4,903,770
2029	3,280,000	1,087,149	4,367,149
2030-2034	14,440,000	3,303,120	17,743,120
2035-2039	5,750,000	261,500	6,011,500
	$37,185,000	$10,486,574	$47,671,574

Line of Credit

On August 31, 2015, the Village obtained a line of credit from Old National Bank in the amount of $3,000,000 to acquire, construct and install certain public improvements. Interest on the loan is paid on a monthly basis at a variable rate 0.25 percentage points above the Prime Rate. During the fiscal year, the line of credit has been extended. For the fiscal year ended 2024, the rate is 8.75% with the percentage increase. Principal on the line of credit is due on January 10, 2025. As the line of credit can be called due at any time, the entire balance is considered to be due within one year. The balance of the line of credit as of April 30, 2024 is $1,174,551.

Note Payables

On June 27, 2022, the Village obtained a promissory note from Old National Bank in the amount of $1,300,000 to acquire two fire trucks. The Village will pay 60 monthly payments with a fixed interest rate of 5.29%. The promissory note fully matures on June 27, 2027. The balance of the note payable as of April 30, 2024, is $862,854.

5. LONG-TERM DEBT (continued)

On June 27, 2022, the Village obtained a promissory note from Old National Bank in the amount of $196,886 to acquire a rescue truck. The Village will pay 60 monthly payments with a fixed interest rate of 5.29%. The promissory note fully matures on June 27, 2027. The balance of the note payable as of April 30, 2024, is $130,677.

The following table shows the future note payable obligations:

	Principal	Interest	Total
2025	$ 295,918	$ 46,105	$ 342,023
2026	312,185	29,838	342,023
2027	329,347	12,676	342,023
2028	56,081	374	56,455
	$ 993,531	$ 88,993	$ 1,082,524

Lease Liabilities

The Village has three leases outstanding for property it rents from the Metropolitan Water Reclamation District as follows:

Lease 1 – The term of this lease is sixty years beginning on September 15, 2017 and ending on September 14, 2077. During the ten-year period from September 15, 2017 through September 15, 2027, the annual rental shall be $158,000 payable in annual installments due on the annual commencement date of this lease. Annual adjustments are made by multiplying the rental amount in effect for the previous year by the annual percentage of change in the Consumer Price Index for the Chicago Metropolitan Area for the month of October. Thereafter, on each periodic ten-year anniversary following the effective date of this lease, and every ten-year periodic anniversary thereafter, the fixed annual rental to be paid shall be adjusted and predetermined per a fair market valuation. Due to the difficulty of estimating fair market valuation, the lease is recorded using the ten-year term. The amount of the annual rent payment will be based on the fair market value determined times 6.077%. As of April 30, 2024, the balance of the lease obligation is $349,142.

Lease 2 – The term of this lease is sixty years beginning on January 1, 2019 and ending on December 31, 2079. During the ten-year period from January 1, 2019 through January 31, 2029, the annual rental shall be $169,000 payable in annual installments due on the annual commencement date of this lease. Annual adjustments are made by multiplying the rental amount in effect for the previous year by the annual percentage of change in the Consumer Price Index for the Chicago Metropolitan Area for the month of October. Thereafter, on each periodic ten-year anniversary following the effective date of this lease, and every ten-year periodic anniversary thereafter, the fixed annual rental to be paid shall be adjusted and predetermined per a fair market valuation. Due to the difficulty of estimating fair market valuation, the lease is recorded using the ten-year term. The amount of the annual rent payment will be based on the fair market value determined times 6.0%. As of April 30, 2024, the balance of the lease obligation is $682,435.

5. LONG-TERM DEBT (continued)

Lease 3 - The term of this lease is ninety-nine years beginning on October 15, 2019 and ending on October 14, 2118. During the ten-year period from October 15, 2019 through October 15, 2029, the annual rental shall be $820,626 payable in annual installments due on the annual commencement date of this lease. Annual adjustments are made by multiplying the rental amount in effect for the previous year by the annual percentage of change in the Consumer Price Index for the Chicago Metropolitan Area for the month of October. Thereafter, on each periodic ten-year anniversary following the effective date of this lease, and every ten-year periodic anniversary thereafter, the fixed annual rental to be paid shall be adjusted and predetermined per a fair market valuation. Due to the difficulty of estimating fair market valuation, the lease is recorded using the ten-year term. The amount of the annual rent payment will be based on the fair market value determined times 6.0%. As of April 30, 2024, the balance of the lease obligation is $3,795,578.

The following table shows the first ten-year commitments of the leases above:

	Lease 1		Lease 2		Lease 3		Total	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2025	$166,966	$23,959	$148,986	$ 53,832	$ 632,829	$307,134	$ 948,781	$ 384,925
2026	182,176	8,749	162,558	40,260	690,478	249,485	1,035,212	298,494
2027	-	-	177,367	25,452	753,377	186,586	930,744	212,038
2028	-	-	193,524	9,294	822,007	117,956	1,015,531	127,250
2029	-	-	-	-	896,887	43,075	896,887	43,075
2030-2034	-	-	-	-	-	-	-	-
Total	$349,142	$32,708	$682,435	$128,838	$3,795,578	$904,236	$4,827,155	$1,065,782

Business-Type Activities:

IEPA Loans

During fiscal year 2020, the Village was approved for two loans from the Illinois Environmental Protection Agency (IEPA). The first note carried an amount due of $1,295,794. This loan is to be paid with principal and interest payments semi-annually with an interest rate of 1.38%. Payments are due in February and August and mature February 2040. The balance on the loan as of April 30, 2024 is $889,053.

The second loan during fiscal year 2020 carried an amount due of $5,539,531. This loan is to be paid with principal and interest payments semi-annually with an interest rate of 1.38%. Payments are due in May and November and mature November 2039. The balance due on the loan as of April 30, 2024 is $3,342,123.

During fiscal year 2021, the Village was approved for a third loan from the Illinois Environmental Protection Agency (IEPA). The note was in the amount of $2,384,400 and as of April 30, 2023, $2,384,400 has been received for this loan, which has been recorded as a note payable. This loan is to be paid with principal and interest payments semi-annually and are due in February and August at an interest rate of 1.50%. The final payment is due February 2041. The balance of the loan as of April 30, 2024 is $1,785,243.

5. LONG-TERM DEBT (continued)

During fiscal year 2022, the Village was approved for a fourth loan from the Illinois Environmental Protection Agency (IEPA). The note was in the amount of $5,998,070. This loan is to be paid with principal and interest payments semi-annually and are due in May and November at an interest rate of 1.01%. In the current fiscal year, the loan received additional proceeds in the amount of $2,318,936. The agreement extends the final payment to October 2052. The balance of the loan as of April 30, 2024 is $7,703,968.

During fiscal year 2023, the Village was approved for a fifth loan from the Illinois Environmental Protection Agency (IEPA). The note was in the amount of $756,706 and is to be paid with principal and interest payments semi-annually and are due in March and September at an interest rate of 1.01%. The final payment is due September 2041. The balance of the loan as of April 30, 2024 is $576,188.

Debt Service to Maturity

The annual debt service requirements to retire outstanding bonds as of April 30, 2024 are estimated as follows:

Fiscal Year	Principal	Interest	Total
2025	$ 508,475	$ 144,539	$ 653,014
2026	612,375	160,760	773,135
2027	619,976	153,159	773,135
2028	627,673	145,462	773,135
2029	635,469	137,666	773,135
2030-2034	3,297,806	567,869	3,865,675
2035-2039	3,508,183	357,491	3,865,674
2040-2044	1,962,999	173,626	2,136,625
2045-2049	1,466,568	94,423	1,560,991
2050-2054	1,057,051	21,241	1,078,292
	$ 14,296,575	$ 1,956,236	$ 16,252,811

The Village's legal debt margin as of April 30, 2024 is as follows:

Equalized Assessed Valuation (EAV)	$ 422,508,589
Maximum Rate (65 ILCS 5/8-5-1)	8.625%
Legal Debt Limit	$ 36,441,366

5. LONG-TERM DEBT (continued)

Since the TIF and Alternate Revenue bonds are neither general obligation bonds nor the subject of a tax levy they are not included in the legal debt limit calculation.

Total Outstanding Bonds	$ 37,185,000
Less: TIF Bonds	(24,930,000)
Less: Alternate Revenue Bonds	(12,255,000)
Net Debt Outstanding	$ -

6. LESSOR ACTIVITY

The Village entered into a lease agreement on January 24, 2016 to lease cell tower space. Payments of $1,361 are due to the Village in monthly installments through January 2026. The agreement includes a provision to reassess every five years. With the included provision, the lease agreement concludes February 2114. The lease agreement was recorded with an incremental borrowing rate of 2.85%. During the fiscal year, the Village collected $16,330 and recognized a $15,335 reduction in the related deferred inflow of resources. The remaining lease receivable and offsetting deferred inflow of resources for this agreement is $26,549, respectively as of April 30, 2024. The following table show the expected revenue to be received:

Year	Principal Amount	Interest	Total
2025	$ 15,778	$ 552	$ 16,330
2026	10,771	115	10,886
	$ 26,549	$ 667	$ 27,216

The Village entered into a lease agreement in March 2021 to sublease property originally leased from the Metropolitan Water Reclamation District. The agreement is for 20 years and was recorded with an incremental borrowing rate of 1.74%. Payments of $10,583 are due to the Village in monthly installments through February 2041. The agreement includes a provision that allows for renewals in five-year increments after the completion of the 20-year lease. The agreement also has a provision to increase rental amounts every five years. During the fiscal year, the Village collected $127,000 and recognized a $88,078 reduction in the related deferred inflow of resources. The remaining lease receivable and offsetting deferred inflow of resources for this agreement is $2,189,037, respectively as of April 30, 2024.

The Village entered into a lease agreement in July 2018 to sublease property originally leased from the Metropolitan Water Reclamation District. The agreement is for 15 years and was recorded with an incremental borrowing rate of 1.58%. Payments of $10,833 are due to the Village in monthly installments through April 2036. The agreement includes a provision that allows for renewals in five-year increments after the completion of the 15-year lease. The agreement also includes a provision to increase rental amounts every five years. During the fiscal year, the Village collected $130,000 and recognized a $103,858 reduction in the related deferred inflow of resources. The remaining lease receivable and offsetting deferred inflow of resources for this agreement is $1,598,140, respectively as of April 30, 2024.

6. LESSOR ACTIVITY (continued)

The following table shows the expected revenue to be received for the leases for the Metropolitan Water Reclamation District:

	Principal	Interest	Total
2025	$ 195,134	$ 61,866	$ 257,000
2026	200,503	58,613	259,116
2027	227,625	55,075	282,700
2028	231,418	51,282	282,700
2029	235,277	47,423	282,700
2030-2034	1,325,890	174,748	1,500,638
2035-2039	1,066,536	66,357	1,132,893
2040-2041	304,794	5,108	309,902
	$ 3,787,177	$ 520,472	$ 4,307,649

7. RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. These risks, along with medical claims for employees, are provided for through private insurance coverage. There were no significant changes in insurance coverage from the prior year and settlements did not exceed coverage for the current year and prior three years.

8. CONDUIT DEBT OBLIGATION

In December 2010, the Village issued $24,025,000 Adjustable-Rate Demand Revenue Bonds (Trinity Christian College Association, Series 2010). The proceeds from the sale of the bonds were lent by the Village to Trinity Christian College through a promissory note in the above principal amount. This loan has been supplemented and amended by a first supplemental bond and loan agreement dated as of November 18, 2015. The outstanding balance for the bonds as of April 30, 2024, is not determinable.

The college used the bonds to refund prior debt and finance, refinance or reimburse itself for all or a portion of the costs of the acquisition, construction, renovation, improvement, remodeling and equipping of certain educational facilities. RBS Citizens Bank (now U.S. Bank National Association) has issued, on behalf of the owners of the bonds, an irrevocable transferable direct pay letter of credit securing the bonds. Neither the Village, nor the State nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

9. COMMITMENTS AND CONTINGENCIES

General Litigation

The Village monitors all claims and lawsuits on a case-by-case basis. If a claim is asserted and a probable loss is reasonably estimable, the Village recognizes a liability in the financial statements. The Village is currently a defendant in multiple cases. Although the outcome of these cases is not presently determinable, in the opinion of the Village, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

10. GRANTS

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, especially the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the Village expects such amounts, if any, to be immaterial.

11. INDIVIDUAL FUND DISCLOSURES

Internal (interfund) balances as of April 30, 2024 were as follows:

	Internal Balances	
Fund	Receivable	Payable
General Fund	$ -	$ 591,872
135th & Cicero TIF Fund	950	17,307
Route 83 & Cicero TIF Fund	901,810	-
Route 83 Debt Service Fund	1,265,842	-
Motor Fuel Tax Fund	289,753	-
Debt Service	134,434	950
Water & Sewer	-	1,982,660
Grand Total	$ 2,592,789	$ 2,592,789

The outstanding balances between funds result mainly from the time lag between the dates that interfund goods and services are provided or reimbursable expenditures occur, transactions are recorded in the accounting system, and payments between funds are made. These funds are expected to be paid back within the subsequent year.

11. INDIVIDUAL FUND DISCLOSURES (continued)

Transfers

Internal (interfund) transfer balances as of April 30, 2024 were as follows:

Fund	Transfers Out	Transfers In
General Fund	$ 2,794,559	$ 297,500
135th & Cicero TIF Fund	150,000	-
Route 83 & Cicero TIF Fund	-	415,000
Route 83 Debt Service Fund	-	1,158,802
Motor Fuel Tax Fund	275,000	187,594
Water & Sewer	247,500	1,000,000
Police Pension	-	366,999
Fire Pension	-	41,164
Grand Total	$ 3,467,059	$ 3,467,059

12. EMPLOYEE RETIREMENT PLANS

The Village contributes to three defined benefit pension plans, the Police Pension Plan, the Firefighters' Pension Plan, which are single-employer pension plans, and the Illinois Municipal Retirement Fund (IMRF), an agent multiple-employer's public employee retirement system. The benefits, benefit levels, employee contributions and employer contributions for all three plans are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly. IMRF issues a publicly available Comprehensive Annual Financial report that includes financial statements, detailed information about the pension plan's fiduciary net position, and required supplementary information (RSI). That report may be obtained online at www.imrf.org .

	Net Pension Liability (Asset)	Deferred Outflows of Resources	Deferred Inflows of Resources
Police Pension	$ 930,296	$ 1,735,877	$ 728,754
Firefighters' Pension	(67,320)	22,503	23,731
IMRF Pension	1,016,501	751,591	189,772
	$ 1,879,477	$ 2,509,971	$ 942,257

12. EMPLOYEE RETIREMENT PLANS (continued)

POLICE PENSION

Plan Description

The Police Pension Plan is a defined benefit single-employer pension plan. Although this is a single-employer pension plan, the defined benefits as well as the employee and employer contribution levels are governed by Illinois Compiled Statutes and may be amended only by the Illinois legislature. The plan provides retirement benefits as well as death and disability benefits. The plan does not issue a separate stand-alone report.

Plan Membership

As of April 30, 2024, the measurement date, membership consisted of:

Inactive Plan Members:	
Currently Receiving Benefits	4
Entitle to, but not yet Receiving Benefits	6
Active Plan Members	14
Total	24

Benefits Provided

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Tier 1 employees (those hired prior to January 1, 2011) attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit equal to one-half of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater.

The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75.00% of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement, and be paid upon reaching the age of at least 55 years, by 3.00% of the original pension and 3.00% compounded annually thereafter.

Tier 2 employees (those hired on or after January 1, 2011) attaining the age of 55 or older with ten or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period.

Police officers' salary for pension purposes is capped at $106,800, plus the lesser of 1/2 of the annual change in the Consumer Price Index or 3.00% compounded. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75.00% of such salary. Employees with at least ten years may retire at or after age 50 and receive a

12. EMPLOYEE RETIREMENT PLANS (continued)

POLICE PENSION (continued)

reduced benefit (i.e., 1/2% for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Non-compounding increases occur annually, each January thereafter. The increase is the lesser of 3.00% or 1/2 of the change in the Consumer Price Index for the proceeding calendar year.

Contributions

Employees are required by ILCS to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. Effective January 1, 2011, the Village has until the year 2040 to fund 90% of the past service cost for the Police Pension Plan. For the year ended April 30, 2024, the Village's contribution was 31.96% of covered payroll.

Net Pension Liability

Changes in the Net Pension Liability (Asset) are derived from the changes in the total pension liability and changes in the plan net position as follows:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) - (b)
Balances Beginning at 5/1/2023	$ 3,798,621	$ 2,831,223	$ 967,398
Charges for the year:			
Service Cost	356,618	-	356,618
Interest	244,855	-	244,855
Actuarial Experience	(125,482)	-	(125,482)
Assumptions Changes	329,070	-	329,070
Plan Changes	-	-	-
Contributions - Employer	-	442,838	(442,838)
Contributions - Employee	-	155,495	(155,495)
Contributions - Other	-	20,055	(20,055)
Net Investment Income	-	252,713	(252,713)
Benefit Payments from Trust	(193,103)	(193,103)	-
Administrative Expenses	-	(28,962)	28,962
Other (Net Transfer)	-	24	(24)
Net Changes	611,958	649,060	(37,102)
Balances Ending at 4/30/2024	$ 4,410,579	$ 3,480,283	$ 930,296

12. EMPLOYEE RETIREMENT PLANS (continued)

POLICE PENSION (continued)

Actuarial Assumptions

The total pension liability above was determined by an actuarial valuation performed as of April 30, 2024 using the following actuarial methods and assumptions.

Actuarial valuation date	4/30/24
Actuarial cost method	Entry-age, normal
Amortization period	Level percentage of pay
Remaining amortization period	17 years
Asset valuation period	Market Value
Inflation	2.25%
Significant actuarial investment rate of return	6.25%
Projected salary increases	3.75% - 17.92%
Cost-of-living adjustments	Tier 1 - 3% per year Tier 2 – 1.25% per year

Mortality rates were based on the PubS-2010 adjusted for plan status and demographics, as described.

Discount Rate

The discount rate used to measure the total pension liability is 6.25%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rates. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine total pension liability.

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate of 6.25% as well as what the Village's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.25%) and 1 percentage point higher (7.25%) than the current rate:

	1% Decrease (5.25%)	Current Discount Rate (6.25%)	1% Increase (7.25%)
Net Pension Liability	$ 1,598,928	$ 930,296	$ 395,302

12. EMPLOYEE RETIREMENT PLANS (continued)

POLICE PENSION (continued)

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Police Pension

For the year ended April 30, 2024, the Village recognized Police Pension expense of $33,874. As of April 30, 2024, the Village reported deferred outflows of resources and deferred inflows of resources related to the Police Pension from the following sources:

Deferred Amounts Related to Pensions	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Outflows of Resources
Differences between expected and actual experience	$ 1,226,730	$ 296,988	$ 929,742
Assumption Changes	286,196	358,050	(71,854)
Net difference between the projected and actual earnings on pension plan investments	222,951	73,556	149,395
Total Calculated Deferred Amounts Related to Pensions	$ 1,735,877	$ 728,594	1,007,283

Amounts reported as deferred outflows of resources and deferred inflows of resources related to Police Pension will be recognized in pension expense (benefit) in future periods as follows:

Year Ending April 30,	Net Deferred Inflows of Resources
2025	$ 224,265
2026	262,025
2027	213,358
2028	178,771
2029	188,931
Thereafter	(60,067)
Total	$ 1,007,283

FIREFIGHTERS' PENSION

The Firefighters' Pension Plan is a defined benefit single-employer pension plan. Although this is a single-employer pension plan, the defined benefits as well as the employee and employer contributions levels are governed by Illinois Compiled Statutes and may be amended only by the Illinois legislature. The plan provides retirement benefits as well as death and disability benefits. The plan does not issue a separate stand-alone report.

12. EMPLOYEE RETIREMENT PLANS (continued)

FIREFIGHTERS' PENSION (continued)

Plan Membership

Membership in the plan consisted of the following as of April 30, 2024:

Inactive Plan Members:	
Currently Receiving Benefits	-
Entitle to, but not yet Receiving Benefits	-
Active Plan Members	1
Total	1

Benefits Provided

The Firefighters' Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Employees attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit equal to one-half of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years not to exceed 75.00% of such salary.

The monthly benefit of a Firefighters' officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement, and be increased annually, following the first anniversary date of retirement, and be paid upon reaching the age of at least 55 years, by 3.00% of the original pension and 3.00% compounded annually thereafter.

Contributions

Costs of administering the plan are financed through employee and employer contributions. Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. The member rate is determined by state statute. The Village is required to contribute at an actuarially determined rate. The employer contribution is funded by property taxes. Administrative costs are funded by investment earnings. Contributions and benefits are recognized when due and payable. Refunds are recognized as paid.

Investment Policy

Illinois Compiled Statutes (ILCS) limit the Firefighters' Pension Fund's (the Fund) investments to those allowable by ILCS and require the Fund's Board of Trustees to adopt an investment policy which can be amended by a majority vote of the Board of Trustees. The Fund's investment policy authorizes the Fund to make deposits/invest in insured commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. agencies insured credit union shares, money market mutual funds with portfolios of securities issued or guaranteed by the United States or agreements to repurchase these same obligations, repurchase agreements, short-term commercial paper rated within the three highest classifications by at least two standard rating services, investment grade corporate bonds and Illinois

12. EMPLOYEE RETIREMENT PLANS (continued)

FIREFIGHTERS' PENSION (continued)

Funds. The Fund may also invest in certain non-U.S. obligations, Illinois municipal corporations tax anticipation warrants, veteran's loans, obligations of the State of Illinois and its political subdivisions, Illinois insurance company general and separate accounts, mutual funds and corporate equity securities and real estate investment trusts.

Asset Class	Target	Long-Term Expected Real Rate of Return
Illinois Firefighters Consolidated Investment Fund	100%	4.50%
Cash and Cash Equivalents	0%	0.00%
Total	100%	

ILCS limit the Fund's investments in equities, mutual funds, and variable annuities to 65%. Securities in any one company should not exceed 5% of the total fund.

The long-term expected rate of return on assets shown here is from the State of Illinois Department of Insurance Actuarial Experience Study dated September 26, 2012. The best estimate of future real rates of return are developed for each of the major asset classes. Expected inflation is added back in. Adjustment is made to reflect geometric returns.

12. EMPLOYEE RETIREMENT PLANS (continued)

FIREFIGHTERS' PENSION (continued)

Net Pension Liability

Changes in the Net Pension Liability (Asset) are derived from the changes in the total pension liability and changes in the plan net position as follows:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) - (b)
Balances Beginning at 5/1/2023	$ 124,208	$ 173,602	$ (49,394)
Charges for the year:			
Service Cost	24,438	-	24,438
Interest	10,591	-	10,591
Change in Benefit Terms	-	-	-
Actuarial Experience	(9,421)	-	(9,421)
Assumptions Changes	-	-	-
Plan Changes	-	-	-
Contributions - Employer	-	41,164	(41,164)
Contributions - Employee	-	7,009	(7,009)
Contributions - Other	-	-	-
Net Investment Income	-	38	(38)
Benefit Payments from Trust	-	-	-
Administrative Expenses	-	(4,677)	4,677
Other (Net Transfer)	-	-	-
Net Changes	25,608	43,534	(17,926)
Balances Ending at 4/30/2024	$ 149,816	$ 217,136	$ (67,320)

See the schedule of changes in the employer's net pension liability and related ratios in the required supplementary information for additional information related to the funded status of the Fund.

12. EMPLOYEE RETIREMENT PLANS (continued)

FIREFIGHTERS' PENSION (continued)

Actuarial Assumptions

The total pension liability above was determined by an actuarial valuation performed as of April 30, 2024, using the following actuarial methods and assumptions.

Actuarial valuation date	4/30/24
Actuarial cost method	Entry-age, normal
Amortization period	Level percentage of pay
Remaining amortization period	17 years
Asset valuation period	Market Value
Inflation	2.50%
Expected Long-Term Rate of Return	7.125%
Projected salary increases	4.00% - 12.50%
Cost-of-living adjustments	Tier 1 - 3% per year Tier 2 – 1.25% per year

Mortality rates are based on rates developed in the Pub-2010 Public Safety Employee Mortality Table without adjustment, with generational improvements scale MP-2021 applied from 2010.

Discount Rate

The discount rate used to measure the total pension liability is 7.125%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rates. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine total pension liability.

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate of 7.125% as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.125%) of 1 percentage point higher (8.125%) than the current rate:

	1% Decrease (6.125%)	Current Discount Rate (7.125%)	1% Increase (8.125%)
Net Pension Liability	$ (51,493)	$ (67,320)	$ (80,951)

12. EMPLOYEE RETIREMENT PLANS (continued)

FIREFIGHTERS' PENSION (continued)

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Firefighters' Pension

For the year ended April 30, 2024, the Village recognized Firefighters' Pension benefit of $36,568. As of April 30, 2024, the Village reported deferred outflows of resources and deferred inflows of resources related to the Firefighters' Pension from the following sources:

Deferred Amounts Related to Pensions	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Outflows of Resources
Differences between expected and actual experience	$ 202	$ 17,831	$ (17,629)
Assumption Changes	322	5,900	(5,578)
Net difference between the projected and actual earnings on pension plan investments	21,979	-	21,979
Total Calculated Deferred Amounts Related to Pensions	$ 22,503	$ 23,731	$ (1,228)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to Firefighters' Pension will be recognized in pension expense in future periods as follows:

Year Ending April 30,	Net Deferred Inflows of Resources
2025	$ (12,630)
2026	3,515
2027	5,110
2028	2,777
2029	-
Thereafter	-
Total	$ (1,228)

ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Plan Description

The Village's defined benefit pension plan for regular employees provides retirement and disability benefits, post-retirement increases, and death benefits to plan members and beneficiaries. All employees (other than those covered by the Police or Firefighters' Pension Plans) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. IMRF provides two tiers of pension benefits. The Village's plan is managed by the Illinois Municipal Retirement Fund (IMRF), the cost-sharing defined benefit multiple-district public pension fund. A summary of IMRF's pension benefits is provided in the "Benefits Provided" section of this document.

12. EMPLOYEE RETIREMENT PLANS (continued)

ILLINOIS MUNICIPAL RETIREMENT FUND (continued)

Details of all benefits are available from IMRF. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois. IMRF issues a publicly available Comprehensive Annual Financial Report that includes financial statements, detailed information about the pension plan's fiduciary net position, and required supplementary information. The report is available for download at www.imrf.org.

Benefits Provided

Employees hired prior to January 1, 2011 are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

Employees hired on or after January 1, 2011 are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating members who retire at age 62 (reduced benefits) or after age 67 (full benefits) with ten years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of their final rate of earnings, for each year of credited service up to 15 years of service credit, and 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. The final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the lesser of; (a) 3% of the original pension amount, or (b) ½ the increase in the Consumer Price Index of the original pension amount.

Employees Covered by Benefit Terms

As of December 31, 2023, the following employees were covered by the benefit terms:

Retirees and Beneficiaries currently receiving benefits	3
Inactive Plan Members entitled to but not yet receiving benefits	29
Active Plan Members	57
Total	89

12. EMPLOYEE RETIREMENT PLANS (continued)

ILLINOIS MUNICIPAL RETIREMENT FUND (continued)

Contributions

As set by statute, the Village's Regular Plan Members are required to contribute 4.5% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The Village's annual contribution rate for calendar year 2023 is 7.47%. For the year ended December 31, 2023, the Village contributed $233,121 to the plan. The Village also contributes for disability benefits, death benefits, and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by IMRF's Board of Trustees, while the supplemental retirement benefits rate is set by statute.

Net Pension Liability

The Village's net pension liability was measured as of December 31, 2023. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The following are the methods and assumptions used to determine total pension liability as of December 31, 2023:

- The Actuarial Cost Method used was Entry Age Normal.
- The Asset Valuation Method used was Market Value of Assets.
- The Inflation Rate was assumed to be 2.25%.
- Salary Increases were expected to be 2.75% to 13.75%, including inflation.
- The Investment Rate of Return was assumed to be 7.25%.
- Projected Retirement Age was from the Experience-based Table of Rates, specific to the type of eligibility condition, last updated for the 2023 valuation according to an experience study from years 2020-2022.
- For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using MP-2021.
- For Disabled Retirees, the Pub-2010, Amount-Weighted, below-median income, General Disabled Retirees, Male and Female (both unadjusted) tables, and future mortality improvements projected using MP-2021.
- For Active Members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2021.

12. EMPLOYEE RETIREMENT PLANS (continued)

ILLINOIS MUNICIPAL RETIREMENT FUND (continued)

- The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Portfolio Target Percentage	Long-Term Expected Real Rate of Return
Domestic Equity	34.50%	5.00%
International Equity	18.00%	6.35%
Fixed Income	24.50%	4.75%
Real Estate	10.50%	6.30%
Alternative Investments	11.50%	6.05% - 8.65%
Cash Equivalents	1.00%	3.80%
	100.00%	

Single Discount Rate

Single Discount Rate of 7.25% was used to measure the total pension liability. The projection of cash flow used to determine this Single Discount Rate assumed that the plan members' contributions will be made at the current contribution rate, and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate.

The Single Discount Rate reflects:

1. The long-term expected rate of return on pension plan investments (during the period in which the fiduciary net position is projected to be sufficient to pay benefits), and
2. The tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating (which is published by the Federal Reserve) as of the measurement date (to the extent that the contributions for use with the long-term rate of return are not met).

For the purpose of the most recent valuation, the expected rate of return on plan investments is 7.25%, the municipal bond rate is 3.77%, and the resulting single discount rate is 7.25%.

12. EMPLOYEE RETIREMENT PLANS (continued)

ILLINOIS MUNICIPAL RETIREMENT FUND (continued)

Changes in the Net Pension Liability

Changes in the Net Pension Liability are derived from the changes in total pension liability and changes in the plan net position. The Schedule of Changes in Net Pension Liability and Related Ratios, presents as follows:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) - (b)
Balances Beginning at 1/1/2023	$ 3,267,373	$ 2,248,552	$ 1,018,821
Charges for the year:			
Service Cost	261,829	-	261,829
Interest	243,696	-	243,696
Actuarial Experience	196,196	-	196,196
Assumptions Changes	(43,680)	-	(43,680)
Contributions - Employer	-	233,121	(233,121)
Contributions - Employee	-	141,187	(141,187)
Net Investment Income	-	222,139	(222,139)
Benefit Payments	(73,924)	(73,924)	-
Other (Net Transfer)	-	63,914	(63,914)
Net Changes	584,117	586,437	(2,320)
Balances Ending at 12/31/2023	$ 3,851,490	$ 2,834,989	$ 1,016,501

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the plan's net pension liability, calculated using a Single Discount Rate of 7.25%, as well as what the plan's net pension liability would be if it were calculated using a Single Discount Rate that is 1% lower or 1% higher:

		Current Single Discount	
	1% Decrease 6.25%	Rate Assumption 7.25%	1% Increase 8.25%
Total Pension Liability	$ 4,366,089	$ 3,851,490	$ 3,472,515
Less: Plan Fiduciary Net Position	2,834,989	2,834,989	2,834,989
Net Pension Liability (Asset)	$ 1,531,100	$ 1,016,501	$ 637,526

12. EMPLOYEE RETIREMENT PLANS (continued)

ILLINOIS MUNICIPAL RETIREMENT FUND (continued)

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended April 30, 2024, the Village recognized pension expense of $117,825. As of April 30, 2024, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Deferred Amounts Related to Pensions	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Outflows of Resources
Differences between expected and actual experience	$ 478,456	$ 39,880	$ 438,576
Assumption Changes	13,947	68,615	(54,668)
Net difference between the projected and actual earnings on pension plan investments	185,447	81,277	104,170
Total	677,850	189,772	488,078
Pension Contributions made subsequent to the Measurement Date	73,741	-	73,741
Total Calculated Deferred Amounts Related to Pensions	$ 751,591	$ 189,772	$ 561,819

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Year Ending December 31,	Net Deferred Outflows of Resources
2024	$ 195,371
2025	130,862
2026	101,287
2027	30,518
2028	25,004
Thereafter	5,036
Total	$ 488,078

13. TAX INCREMENT FINANCING DISTRICT

On May 2, 2002, the Village adopted ordinances establishing the 135th and Cicero Tax Increment Financing Redevelopment Project Area. This area is located within a parcel of property bounded by 135th Street, Cicero Avenue and Cal Sag Road and developed with retail stores. The TIF was set to expire in 2023. However, by statute it has been extended through 2035 to correspond with repayment of the General Obligation Bonds, Series 2016B.

On August 24, 2014, the Village adopted ordinances establishing the Route 83 and Cicero Tax Increment Financing Redevelopment Project Area. This area is located within the parcels of property north of Route 83, divided by Cicero Avenue into a west section and east section. Currently, the bond proceeds of $12,000,000 (Series 2016B and 2016C) are being used to develop the area with retail businesses.

REQUIRED SUPPLEMENTARY INFORMATION

Village of Crestwood, Illinois
General Fund
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
For The Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance From Final Budget Over (Under)
Revenues	$ 17,106,142	$ 15,932,670	$ (1,173,472)
Expenditures			
Current			
General Government			
General and Administrative	2,534,255	2,681,754	147,499
Legal, Litigation and Audit	485,000	427,324	(57,676)
Public Transportation	76,122	90,338	14,216
Information Technology	190,000	174,965	(15,035)
Other	250,000	162,406	(87,594)
Total General Government	3,535,377	3,536,787	1,410
Public Safety			
Police	3,711,460	4,011,846	300,386
Fire	3,952,628	3,538,596	(414,032)
Emergency Services	68,590	60,595	(7,995)
School Crossing Guards	14,180	8,794	(5,386)
Total Public Safety	7,746,858	7,619,831	(127,027)
Other Expenditures			
Parks and Recreation	1,612,360	1,906,619	294,259
Streets and Bridge	1,747,055	2,028,105	281,050
Garbage Disposal	975,000	995,324	20,324
Surplus Fund Expenditures	-	452,568	452,568
Total Other Current Expenditures	4,334,415	5,382,616	1,048,201
Total Current Expenditures	15,616,650	16,539,234	922,584
Debt Service			
Principal Expense	492,940	1,422,143	929,203
Interest Expense	50,000	210,021	160,021
Total Debt Service Expenditures	542,940	1,632,164	1,089,224
Capital Outlay			
General Government			
Information Technology	-	103,532	103,532
Other	25,000	16,788	(8,212)
Public Safety			
Police	120,000	127,502	7,502
Fire	225,000	19,970	(205,030)
Emergency Services	25,000	-	(25,000)
Other Expenditures			
Parks and Recreation	405,000	-	(405,000)
Streets and Bridge	604,000	583,253	(20,747)
Total Capital Outlay	1,404,000	851,045	(552,955)
Total Expenditures	17,563,590	19,022,443	1,458,853

(Continued)

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
General Fund
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
For The Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance From Final Budget Over (Under)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(457,448)	(3,089,773)	(2,632,325)
Other Financing Sources (Uses)			
Sale of Capital Asset	-	2,439,010	2,439,010
Bank Loan Proceeds	-	275,000	275,000
Transfers In	-	297,500	297,500
Transfers Out	-	(2,794,559)	(2,794,559)
Total Other Financing Sources (Uses)	-	216,951	216,951
Net Changes in Fund Balance	$ (457,448)	(2,872,822)	$ (2,415,374)
Fund Balance, Beginning of Year		9,392,830	
Fund Balance, End of Year		$ 6,520,008	

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
General Fund
Schedule of Revenues
Budget and Actual
For The Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance Over (Under)
Taxes			
Property Tax	$ 1,700,000	$ 2,013,881	$ 313,881
Sales Tax	6,147,877	8,318,579	2,170,702
Miscellaneous Taxes:			
Video Poker Tax	765,000	709,738	(55,262)
Off-Track Betting Tax	200,000	180,004	(19,996)
Replacement Tax	75,000	79,156	4,156
Hotel-Motel Tax	150,000	146,156	(3,844)
Foreign Fire Insurance Tax	-	23,210	23,210
Theater Rental Tax	150,000	254,394	104,394
Total Tax Revenue	9,187,877	11,725,118	2,537,241
Intergovernmental			
Regional Transportation Authority	7,500	30,032	22,532
Grants	4,100,000	48,043	(4,051,957)
Total Intergovernmental Revenue	4,107,500	78,075	(4,029,425)
Licenses and Permits			
Vehicle Stickers	80,000	63,865	(16,135)
Building Permits & Subcontractor Fees	140,000	116,029	(23,971)
Business and Liquor Licenses	260,000	276,950	16,950
Franchise Fees	233,000	171,596	(61,404)
911 Income	-	3,304	3,304
Miscellaneous	5,500	281	(5,219)
Total Licenses and Permits Revenue	718,500	632,025	(86,475)
Fines and Penalties			
Police Fines	1,520,565	1,555,554	34,989
Charges for Services			
Biela Center	50,000	74,212	24,212
Recreational	598,200	709,115	110,915
Rental Income	35,000	48,130	13,130
Total Charges for Services	683,200	831,457	148,257
Miscellaneous			
Advanced Life Support	800,000	775,547	(24,453)
Miscellaneous	87,500	333,414	245,914
Total Miscellaneous Revenue	887,500	1,108,961	221,461
Interest			
Interest Revenue	1,000	1,480	480
Total Revenues	$ 17,106,142	$ 15,932,670	$ (1,173,472)

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
135th and Cicero Tax Increment Financing Fund
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
For The Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance Over (Under)
Revenues			
Taxes			
Property Tax	$ 1,700,000	$ 1,766,580	$ 66,580
Sales Tax	1,500,000	860,527	(639,473)
Interest	750	691	(59)
Total Revenues	3,200,750	2,627,798	(572,952)
Expenditures			
Current:			
General Government			
General and Administrative	4,000	27,802	23,802
Debt Service			
Principal	-	1,505,000	1,505,000
Interest and Fees	-	1,306,700	1,306,700
Total Expenditures	4,000	2,839,502	2,835,502
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,196,750	(211,704)	(3,408,454)
Other Financing Sources (Uses)			
Transfers to Other Funds	-	(150,000)	(150,000)
Net Change in Fund Balance	$ 3,196,750	(361,704)	$ (3,558,454)
Fund Balance, Beginning of Year		2,827,269	
Fund Balance, End of Year		$ 2,465,565	

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
Route 83 and Cicero Tax Increment Financing Fund
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
For The Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance Over (Under)
Revenues			
Taxes			
Property Taxes	$ -	$ 88,851	$ 88,851
Rental Income	230,000	183,354	(46,646)
Interest	-	65,113	65,113
Total Revenues	230,000	337,318	107,318
Expenditures			
Current:			
General Government			
General and Administrative	-	1,030	1,030
Debt Service			
Principal	1,310,105	1,067,560	(242,545)
Interest and Fees	-	294,074	294,074
Capital Outlay	-	20,137	20,137
Total Expenditures	1,310,105	1,382,801	72,696
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,080,105)	(1,045,483)	34,622
Other Financing Sources (Uses)			
Transfer from Other Funds	-	415,000	415,000
Net Change in Fund Balance	$ (1,080,105)	(630,483)	$ 449,622
Fund Balance, Beginning of Year		2,477,982	
Fund Balance, End of Year		$ 1,847,499	

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
Route 83 Debt Service Fund
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance Over (Under)
Revenues			
Income Tax	$ 1,750,000	$ 1,803,722	$ 53,722
Total Revenues	1,750,000	1,803,722	53,722
Expenditures			
Current:			
Debt Service			
Principal	905,000	905,000	-
Interest and Fees	281,745	281,944	199
Total Expenditures	1,186,745	1,186,944	199
Excess (Deficiency) of Revenues Over (Under) Expenditures	563,255	616,778	53,523
Other Financing Sources			
Transfers from Other Funds	-	1,158,802	-
Net Change in Fund Balance	$ 563,255	1,775,580	$ 1,212,325
Fund Balance, Beginning of Year		685,107	
Fund Balance, End of Year		$ 2,460,687	

See the accompanying notes to the required supplementary information

Village of Crestwood
Police Pension Fund
Schedule of Employer Contributions
Last Ten Fiscal Years

Calendar Year Ending April 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency	Covered Valuation Payroll	Actual Contribution as a % of Covered Valuation Payroll
2015	$ 48,281	$ 164,611	$ (116,330)	$ 286,120	57.53 %
2016	86,310	201,573	(115,263)	325,840	61.86 %
2017	109,485	237,680	(128,195)	514,125	46.23 %
2018	140,938	308,936	(167,998)	557,710	55.39 %
2019	169,463	293,671	(124,208)	548,642	53.53 %
2020	177,667	239,944	(62,277)	821,642	29.20 %
2021	292,804	367,134	(74,330)	1,116,811	32.87 %
2022	328,466	413,594	(85,128)	1,345,071	30.75 %
2023	123,952	249,491	(125,539)	1,353,491	18.43 %
2024	287,343	442,838	(155,495)	1,385,423	31.96 %

See accompanying notes to the required supplementary information

Village of Crestwood, Illinois

Police Pension Fund

Schedule of Changes in the Employer's Net Pension Liability and Related Ratios

April 30, 2024

(schedule to be built prospectively from 2016)

Total Pension Liability	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**
Service Cost	$ 356,618	$ 301,379	$ 395,225	$ 319,291	$ 203,800	$ 169,927	$ 164,562	$ 110,686	$ 93,048
Interest	244,855	155,841	139,474	107,128	91,475	79,445	69,953	65,088	49,495
Change of Benefit Terms	-	-	-	-	1,009	-	-	-	-
Differences Between Expected and Actual Experience	(125,482)	1,519,471	(221,927)	235,657	(19,501)	(23,902)	(140,894)	69,632	99,980
Changes of Assumptions	329,070	-	(512,544)	(20,239)	(9,470)	49,709	908	(62,151)	159,421
Benefit Payments Including Refunds	(193,103)	(336,933)	(71,229)	(70,469)	(69,034)	(67,886)	(81,312)	(90,616)	(89,565)
Net Change in Total Pension Liability	611,958	1,639,758	(271,001)	571,368	198,279	207,293	13,217	92,639	312,379
Total Pension Liability - Beginning	3,798,621	2,158,863	2,429,864	1,858,496	1,660,217	1,452,924	1,439,707	1,347,068	1,034,689
Total Pension Liability - Ending	$ 4,410,579	$ 3,798,621	$ 2,158,863	$ 2,429,864	$ 1,858,496	$ 1,660,217	$ 1,452,924	$ 1,439,707	$ 1,347,068
Plan Fiduciary Net Position									
Contributions - Employer	$ 442,838	$ 249,491	$ 413,594	$ 367,134	$ 239,944	$ 293,671	$ 308,936	$ 237,680	$ 201,573
Contributions - Employee	155,495	131,533	132,156	363,334	61,457	55,122	51,338	37,629	29,822
Contributions - Other	20,055	-	-	-	-	-	-	-	-
Net Investment Income	252,713	18,225	(161,134)	275,960	53,361	42,661	(3,066)	637	96
Benefit Payments, Including Refunds	(193,103)	(336,933)	(71,229)	(70,469)	(69,034)	(67,886)	(81,312)	(90,616)	(89,565)
Administrative Expense	(28,962)	(40,558)	(6,645)	(8,248)	(8,409)	(3,554)	(6,100)	(6,017)	(5,483)
Other	24	-	-	-	-	-	-	-	(40,281)
Net Change in Plan Fiduciary Net Position	649,060	21,758	306,742	927,711	277,319	320,014	269,796	179,313	96,162
Plan Fiduciary Net Position - Beginning	2,831,223	2,809,465	2,502,723	1,575,012	1,297,693	977,679	707,883	528,570	432,408
Plan Fiduciary Net Position - Ending	$ 3,480,283	$ 2,831,223	$ 2,809,465	$ 2,502,723	$ 1,575,012	$ 1,297,693	$ 977,679	$ 707,883	$ 528,570
Employer's Net Pension Liability/(Asset)	$ 930,296	$ 967,398	$ (650,602)	$ (72,859)	$ 283,484	$ 362,524	$ 475,245	$ 731,824	$ 818,498
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	78.91%	74.53%	130.14%	103.00%	84.75%	78.16%	67.29%	49.17%	39.24%
Covered-Valuation Payroll	$ 1,385,423	$ 1,353,491	$ 1,345,071	$ 1,116,811	$ 821,642	$ 548,642	$ 557,710	$ 514,125	$ 325,840
Employer's Net Pension Liability as a Percentage of Covered Valuation Payroll	67.15%	71.47%	(48.37%)	(6.52%)	34.50%	66.08%	85.21%	142.34%	251.20%

See accompanying notes to the required supplementary information

Village of Crestwood
Police Pension Fund
Schedule of Investment Returns
Last Ten Fiscal Years

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Annual Money-Weighted Rate of Return										
Net of Investment Expense	9.54%	0.65%	(5.89%)	14.52%	3.80%	3.38%	(0.35%)	0.10%	0.08%	0.20%

See accompanying notes to the required supplementary information

Village of Crestwood, Illinois
Fire Pension Fund
Schedule of Employer Contributions
Last Ten Fiscal Years
(schedule to be built prospectively from 2017)

Calendar Year Ending April 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency	Covered Valuation Payroll	Actual Contribution as a % of Covered Valuation Payroll
2017	$ -	$ 5,000	$ (5,000)	$ 51,158	9.77 %
2018	23,536	18,515	5,021	54,000	34.29 %
2019	27,160	27,160	-	59,500	45.65 %
2020	31,181	31,181	-	61,285	50.88 %
2021	30,261	30,261	-	63,285	47.82 %
2022	26,973	26,973	-	64,806	41.62 %
2023	15,285	15,285	-	72,029	21.22 %
2024	15,922	41,164	(25,242)	74,302	55.40 %

The information directly above is formatted to comply with the requirements of GASB Statement No. 67. The schedule is presented to illustrate the requirement to show informatoin for 10 years. However, until a full 10 year trend is compiled, information is presented for those years for which information is available.

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
Fire Pension Fund
Schedule of Changes in the Employer's Net Pension Liability and Related Ratios
April 30, 2024
(schedule to be built prospectively from 2017)

Total Pension Liability	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**
Service Cost	$ 24,438	$ 22,080	$ 30,370	$ 30,079	$ 27,703	$ 22,599	$ 27,879	$ 27,691
Interest	10,591	8,220	6,245	5,234	3,897	3,178	1,385	-
Change of Benefit Terms	-	-	-	-	6,818	-	-	-
Differences Between Expected and Actual Experience	(9,421)	406	(14,926)	(14,692)	(13,861)	(17,971)	(1,945)	-
Changes of Assumptions	-	217	(22,926)	(698)	(202)	1,485	(14,057)	-
Benefit Payments Including Refunds	-	-	-	-	-	-	-	-
Net Change in Total Pension Liability	25,608	30,923	(1,237)	19,923	24,355	9,291	13,262	27,691
Total Pension Liability - Beginning	124,208	93,285	94,522	74,599	50,244	40,953	27,691	-
Total Pension Liability - Ending	$ 149,816	$ 124,208	$ 93,285	$ 94,522	$ 74,599	$ 50,244	$ 40,953	$ 27,691
Plan Fiduciary Net Position								
Contributions -Employer	$ 41,164	$ 15,285	$ 26,973	$ 30,261	$ 31,181	$ 27,160	$ 18,515	$ 5,000
Contributions - Employee	7,009	6,143	6,124	5,966	5,872	5,868	5,015	4,837
Net Investment Income	38	31	28	21	1,081	-	-	-
Benefit Payments Including Refunds	-	-	-	-	-	-	-	-
Administrative Expense	(4,677)	(2,513)	(3,868)	(3,571)	(5,749)	(5,508)	(374)	(176)
Net Change in Plan Fiduciary Net Position	43,534	18,946	29,257	32,677	32,385	27,520	23,156	9,661
Plan Fiduciary Net Position - Beginning	173,602	154,656	125,399	92,722	60,337	32,817	9,661	-
Plan Fiduciary Net Position - Ending	$ 217,136	$ 173,602	$ 154,656	$ 125,399	$ 92,722	$ 60,337	$ 32,817	$ 9,661
Employer's Net Pension Liability/(Asset)	$ (67,320)	$ (49,394)	$ (61,371)	$ (30,877)	$ (18,123)	$ (10,093)	$ 8,136	$ 18,030
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	144.94%	139.77%	165.79%	132.67%	124.29%	120.09%	80.13%	34.89%
Covered-Valuation Payroll	$ 74,302	$ 72,029	$ 64,806	$ 63,285	$ 61,285	$ 59,500	$ 54,000	$ 51,158
Employer's Net Pension Liability as a Percentage of Covered Valuation Payroll	(90.60%)	(68.58%)	(94.70%)	(48.79%)	(29.57%)	(16.96%)	15.07%	35.24%

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
Fire Pension Fund
Schedule of Investment Returns
Last Ten Fiscal Years
(schedule to be built prospectively from 2017)

	2024	2023	2022	2021	2020	2019	2018	2017
Annual Money-Weighted Rate of Return								
Net of Investment Expense	0.02 %	0.02 %	0.02 %	0.02 %	1.48 %	- %	- %	- %

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
Schedule of Employer Contributions - Illinois Municipal Retirement Fund
Last Ten Fiscal Years
(schedule to be built prospectively from 2016)

Calendar Year Ending April 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Valuation Payroll	Actual Contribution as a % of Covered Valuation Payroll
2016	$ -	$ 54,570	$ (54,570)	$ 494,287	11.04 %
2017	-	183,673	(183,673)	1,663,716	11.04 %
2018	137,236	144,543	(7,307)	2,220,653	6.51 %
2019	202,574	202,574	-	2,607,127	7.77 %
2020	209,243	209,243	-	2,645,298	7.91 %
2021	220,854	220,855	(1)	2,764,128	7.99 %
2022	220,788	227,252	(6,464)	2,912,765	7.80 %
2023	233,120*	233,121	(1)	3,120,745	7.47 %

* Estimated based on contribution rate of 7.47% and covered valuation payroll of $3,120,745.

See the accompanying notes to the required supplementary information

Village of Crestwood, Illinois
Illinois Municipal Retirement Fund
Schedule of Changes in the Employer's Net Pension Liability and Related Ratios
April 30, 2024
(schedule to be built prospectively from 2016)

Total Pension Liability	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**
Service Cost	$ 261,829	$ 240,003	$ 241,643	$ 251,631	$ 232,116	$ 173,378	$ 125,671	$ 113,529
Interest	243,696	205,221	182,201	153,520	124,001	78,859	13,778	4,257
Differences Between Expected and Actual Experience	196,196	132,523	(69,511)	84,578	64,560	409,776	845,043	3,084
Changes of Assumptions	(43,680)	-	-	(54,734)	-	60,153	(51,837)	-
Benefit Payments Including Refunds	(73,924)	(42,011)	(29,984)	(38,808)	(7,744)	(177,523)	-	-
Net Change in Total Pension Liability	584,117	535,736	324,349	396,187	412,933	544,643	932,655	120,870
Total Pension Liability - Beginning	3,267,373	2,731,637	2,407,288	2,011,101	1,598,168	1,053,525	120,870	-
Total Pension Liability - Ending	$3,851,490	$3,267,373	$2,731,637	$2,407,288	$2,011,101	$1,598,168	$1,053,525	$ 120,870
Plan Fiduciary Net Position								
Contributions -Employer	$ 233,121	$ 227,252	$ 220,855	$ 209,243	$ 202,574	$ 144,543	$ 183,673	$ 54,570
Contributions - Employee	141,187	131,075	146,454	159,280	117,321	273,560	251,931	22,243
Net Investment Income	222,139	(145,426)	222,851	125,277	101,939	2,773	11,639	-
Benefit Payments Including Refunds	(73,924)	(42,011)	(29,984)	(38,808)	(7,744)	(177,523)	-	-
Other	63,914	(42,876)	(36,128)	(5,704)	(27,323)	16,188	(18,173)	(4,989)
Net Change in Plan Fiduciary Net Position	586,437	128,014	524,048	449,288	386,767	259,541	429,070	71,824
Plan Fiduciary Net Position - Beginning	2,248,552	2,120,538	1,596,490	1,147,202	760,435	500,894	71,824	-
Plan Fiduciary Net Position - Ending	$2,834,989	$2,248,552	$2,120,538	$1,596,490	$1,147,202	$ 760,435	$ 500,894	$ 71,824
Employer's Net Pension Liability	$1,016,501	$1,018,821	$ 611,099	$ 810,798	$ 863,899	$ 837,733	$ 552,631	$ 49,046
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	73.61%	68.82%	77.63%	66.32%	57.04%	47.58%	47.54%	59.42%
Covered-Valuation Payroll	$3,120,745	$2,912,765	$2,764,128	$2,645,298	$2,607,127	$2,220,653	$1,663,716	$ 494,287
Employer's Net Pension Liability as a Percentage of Covered Valuation Payroll	32.57%	34.98%	22.11%	30.65%	33.14%	37.72%	33.22%	9.92%

See the accompanying notes to the required supplementary information.

A. BUDGETS/APPROPRIATIONS

Annual budgets and appropriations are adopted for all governmental, proprietary and fiduciary funds. Budgets and appropriations are adopted on a basis consistent with generally accepted accounting principles. The budget and appropriation ordinances are the same except for additional contingency amounts that are included in the appropriation which does not exceed the budgeted amounts by 10%.

All departments of the Village submit requests for appropriations to the Village Manager so that the budget and appropriations may be prepared. The budget is prepared by fund, department and account, and includes information on the past year and current year estimates. As noted, the appropriations are then prepared based on the budget. All annual appropriations lapse at fiscal year-end.

The proposed budget and appropriations are presented to the governing body for review. The governing body holds public hearings and may add to, subtract from or change the budget and appropriation amounts, but may not change the form of the budget. The budget may be amended throughout the year by the governing body. The appropriation may be amended in accordance with Illinois Statutes.

Expenditures may not legally exceed budgeted appropriations at the fund level. There were no budget or appropriation amendments adopted during the year ended April 30, 2024. In addition, appropriations for debt service are established by bond ordinance.

The following funds have expenditures/deductions in excess of budgeted appropriations and related excess amounts.

	Amount in Excess of		
Fund	Budget	Actual	Excess Over Budget
General	$17,563,590	$19,022,443	$ 1,458,853
135th and Cicero TIF	4,000	2,839,502	2,835,502
Route 83 and Cicero TIF	1,310,105	1,382,801	72,696
Route 83 Debt Service	1,186,745	1,186,944	199

B. ACTUARIAL ASSUMPTIONS

For the Police Pension Plan, the actuarial assumptions used for determining the contribution rate for 2024 are as follows.

Valuation Date:	April 30, 2024
Actuarial Cost Method:	Entry-age, normal
Amortization Period:	Level percentage of pay
Remaining Amort. Period:	17-years
Asset Valuation Method:	5-year smoothing
Investment Return:	6.8% net of expenses
Projected Salary Increases:	3.50% - 11.00%
Inflation:	2.50%
Mortality:	Pub-2010 Public Safety Mortality Table*

*Mortality Table without adjustments, with improvement scale MP-2021 applied generationally from 2010.

B. ACTUARIAL ASSUMPTIONS (continued)

For the Fire Pension Plan, the actuarial assumptions used for determining the contribution rate for 2024 are as follows.

Valuation Date:	April 30, 2024
Actuarial Cost Method:	Entry-age, normal
Amortization Period:	Level percentage of pay
Remaining Amort. Period:	17-years
Asset Valuation Method:	5-Year Smoothing
Investment Return:	7.125%, net of expenses
Projected Salary Increases:	4.00% - 12.50%
Inflation:	2.50%
Mortality:	Pub-2010 Public Safety Mortality Table *

*See Police Pension on prior page.

For the IMRF Pension Plan, the actuarial assumptions used for determining the contribution rate for 2023 are as follows.

Valuation Date:	December 31, 2023
Actuarial Cost Method:	Aggregate Entry-age, normal
Amortization Period:	Level percentage of payroll
Remaining Amort. Period:	20- year closed period
Asset Valuation Method:	5-year smoothed market, 20% corridor
Investment Return:	7.25% net of expenses
Projected Salary Increases:	2.75% to 13.75% including inflation
Inflation:	2.25%
Mortality:	For non-disabled retirees, the Pub-2010, Amount Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

Combining and Individual Fund Statements and Schedules

Village of Crestwood, Illinois
Combining Balance Sheet
Nonmajor Governmental Funds
April 30, 2024

	Motor Fuel	Debt Service	Total Nonmajor Governmental Funds
Assets:			
Cash and Investments	$ 745,505	$ 1,068,296	$ 1,813,801
Receivables			
Sales Tax	-	160,710	160,710
Motor Fuel Tax	61,070	-	61,070
Due From Other Funds	289,753	134,434	424,187
Total Assets	$ 1,096,328	$ 1,363,440	$ 2,459,768
Liabilities:			
Accounts Payable	$ 31,852	$ -	$ 31,852
Due to Other Funds	-	950	950
Total Liabilities	31,852	950	32,802
Fund Balances:			
Restricted			
Debt Service	-	1,362,490	1,362,490
Motor Fuel	1,064,476	-	1,064,476
Total Fund Balances	1,064,476	1,362,490	2,426,966
Total Liabilities, Deferred Inflows and Fund Balance	$ 1,096,328	$ 1,363,440	$ 2,459,768

Village of Crestwood, Illinois
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended April 30, 2024

	Motor Fuel	Debt Service	Total Nonmajor Governmental Funds
Revenues			
Taxes			
Sales Tax	$ -	$ 986,814	$ 986,814
Motor Fuel Tax	702,648	-	702,648
Interest	364	-	364
Total Revenues	703,012	986,814	1,689,826
Expenditures			
Current:			
Street & Sidewalk Maintenance	670,200	-	670,200
Miscellaneous	-	475	475
Debt Service			
Principal	-	630,000	630,000
Interest	-	256,274	256,274
Capital Outlay	441,642	-	441,642
Total Expenditures	1,111,842	886,749	1,998,591
Excess (Deficiency) of Revenues Over (Under) Expenditures	(408,830)	100,065	(308,765)
Other Financing Sources (Uses)			
Transfers In	187,594	-	187,594
Transfers Out	(275,000)	-	(275,000)
Total Other Financing Sources (Uses)	(87,406)	-	(87,406)
Net Change in Fund Balance	(496,236)	100,065	(396,171)
Fund Balance, Beginning of Year	1,560,712	1,262,425	2,823,137
Fund Balance, End of Year	$ 1,064,476	$ 1,362,490	2,426,966

Village of Crestwood, Illinois
Motor Fuel Tax Fund
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance Over (Under)
Revenues			
Motor Fuel Tax	$ 915,000	$ 702,648	$ (212,352)
Interest Income	500	364	(136)
Total Revenues	915,500	703,012	(212,488)
Expenditures			
Current:			
Street & Sidewalk Maintenance	100,200	670,200	570,000
Capital Outlay	3,025,000	441,642	(2,583,358)
Total Expenditures	3,125,200	1,111,842	(2,013,358)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,209,700)	(408,830)	1,800,870
Other Financing Sources (Uses)			
Transfers from General Fund	-	187,594	187,594
Transfers to Other Funds	-	(275,000)	275,000
Total Other Financing Sources (Uses)	-	(87,406)	(87,406)
Net Change in Fund Balance	$ (2,209,700)	(496,236)	$ 1,713,464
Fund Balance, Beginning of Year		1,560,712	
Fund Balance, End of Year		$ 1,064,476	

Village of Crestwood, Illinois
Debt Service Fund
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance Over (Under)
Revenues			
Sales Tax	$ 2,262,000	$ 986,814	$ (1,275,186)
Total Revenues	2,262,000	986,814	(1,275,186)
Expenditures			
Current:			
Miscellaneous	-	475	475
Debt Service			
Principal	1,920,000	630,000	(1,290,000)
Interest and Fees	342,000	256,274	(85,726)
Total Expenditures	2,262,000	886,749	(1,375,251)
Net Change in Fund Balance	$ -	100,065	$ 100,065
Fund Balance, Beginning of Year		1,262,425	
Fund Balance, End of Year		$ 1,362,490	

Village of Crestwood, Illinois
Water and Sewer Fund
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Year Ended April 30, 2024

	Original and Final Budget	Actual	Variance Over (Under)
Operating Revenues			
Charges for Services			
Water and Sewer	$ 3,300,000	$ 3,131,925	$ (168,075)
Penalties	30,000	34,736	4,736
Tap-In and Connection Fees	10,000	8,250	(1,750)
Capital Improvements	675,000	601,168	(73,832)
Miscellaneous	16,600	27,533	10,933
Total Revenues	4,031,600	3,803,612	(227,988)
Operating Expenses			
Operations	11,198,095	3,311,937	(7,886,158)
Depreciation	-	1,193,771	1,193,771
Total Expenditures	11,198,095	4,505,708	(6,692,387)
Operating Income (Loss)	(7,166,495)	(702,096)	6,464,399
Nonoperating Revenues (Expenses)			
Interest Income	1,000	685	(315)
Interest Payments	-	(192,760)	(192,760)
Total Nonoperating Revenues	1,000	(192,075)	(193,075)
Related Funding			
Proceeds from Loan	8,000,000	-	(8,000,000)
Transfer from General Fund	-	1,000,000	1,000,000
Transfer to Other Funds	-	(247,500)	(247,500)
	8,000,000	752,500	(7,247,500)
Net Change in Fund Balance	$ 834,505	(141,671)	$ (976,176)
Fund Balance, Beginning of Year,		22,405,204	
Fund Balance, End of Year		$ 22,263,533	

Supplementary Information

HEARNE & ASSOCIATES, P.C.
Certified Public Accountants & Business Consultants

David J. Hearne, Jr., CPA (1928-2014) Founder
Phillip M. Hearne, CPA
John C. Williams, CPA, MST

Matthew R. Truschka, Account Mgr.
Haley A. Richey - Sr. Accountant
David A. Phelan - Sr. Auditor

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH THE REQUIREMENTS APPLICABLE TO TAX INCREMENT FINANCING DISTRICTS

December 3, 2024

To the Honorable Mayor and
Board of Trustees
Village of Crestwood, Illinois

We have examined management's assertion, included in its representation letter dated December 3, 2024, that the Village of Crestwood, Illinois (Crestwood), complied with the provisions of subsection (q) of Section 11-74-4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2024. Management is responsible for the Village's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village's compliance with statutory requirements.

In our opinion, management's assertion that the Village of Crestwood, Illinois, complied with the aforementioned requirements for the year ended April 30, 2024 is fairly stated, in all material respects.

This report is intended solely for the information and use of the Mayor, the Board of Trustees, management of the Village, the Illinois State Comptroller's Office, and the joint review boards and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Hearne & Associates, P.C.
Certified Public Accountants

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Village of Crestwood, Illinois
Schedule of Assessed Valuations, Tax Rates, Tax Extensions,
Tax Collections and Tax Receivable
Last Three Levy Years

	2023	2022	2021
Equalized Assessed Valuations	$ 422,508,589	$ 344,567,164	$ 346,199,892
Tax Rates			
General Fund	0.3959	0.4894	0.4570
Recreation Fund	0.0739	0.0900	0.0900
Total Rate	0.4698	0.5794	0.5470
Tax Extensions	$ 1,985,790	$ 1,995,241	$ 1,890,479
Tax Collections	$ 916,799	$ 1,893,969	$ 1,809,985
Tax receivable at 4-30-2024	$ 984,492	$ -	$ -
Percent of Extension Collected	46.17%	94.92%	95.74%

OTHER SUPPLEMENTARY INFORMATION

Village of Crestwood, Illinois

Schedule of Direct and Overlapping Debt

As of April 30, 2024

	(1) 2024 Equalized Assessed Valuation	(2) General Obligation Debt Outstanding		Percentage Applicable To Village	Amount Applicable to Village
Overlapping Debt					
Cook County	$ 198,601,570,272	$ 2,488,060,000		0.21%	$ 5,224,926
South Cook County Mosquito Abatement	239,871,832,651	-		0.18%	-
Metropolitan Water Reclamation District	195,154,795,168	1,758,435		0.22%	3,807
Crestwood Public Library	387,602,307	-		100.00%	-
Moraine Valley Community College District 524	14,077,844,952	53,900,000	(5)	3.00%	1,617,663
Oak Lawn Community High School District 218	3,271,186,602	40,155,000	(4)	12.92%	5,186,446
School District 130	747,487,267	18,813,925		56.52%	10,634,355
Town of Worth	4,501,421,857	-		0.00%	-
Town of Bremen	2,361,403,548	-	(5)	0.00%	-
Cook County Forest Preserve	198,601,570,272	128,271,351	(4)	0.23%	293,485
Subtotal, overlapping debt		2,730,958,711			22,960,682
Direct Debt					
Village of Crestwood	422,508,589	-	(6)	100.00%	-
Total Direct and Overlapping Debt		$ 2,730,958,711			$ 22,960,682
		Population of Village (3)			$ 10,483
		Per Capita Debt			$ 2,190

(1) Source: Cook County Clerk - Agency equalized valuation report for tax year 2023. (https://www.cookcountyclerkil.gov/property-taxes/tax-agency-reports)

(2) Source: Cook County Treasurer - Taxing district financial statements - Most recent audit report on file for that agency. (https://www.cookcountytreasurer.com/taxingdistrictsearchbyname.aspx)

(3) Current estimate based on the 2021 Census.

(4) Excludes principal amounts of outstanding General Obligation (Alternative Revenue Source) Bonds which are expected to be paid from sources other than general taxation. Excludes self-supporting bonds. Excludes debt certificates and TIF bonds. Includes original principal amounts of outstanding Capital Appreciation Bonds.

(5) Excludes General Obligation limited tax debt bonds paid from sources other than general taxation.

(6) Pursuant to the Debt Reform Act, bonds issued as alternative revenue bonds do not count against a governmental entity's statutory debt limit so long as the debt service is abated annually. With respect to the Village of Crestwood all bonds issued are alternative revenue bonds.