

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago and Ogle Counties, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 8th day of February, 2017, there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. **2017-18-O** and said resolution was so published on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 8th day of February, 2017.

[SEAL]



LEGAL DIRECTOR AND EX OFFICIO
KEEPER OF THE RECORDS AND SEAL

LSV/nd

Committee report passed: 2/6/17

ORDINANCE NO. 2017 - 18 -0

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD,
WINNEBAGO COUNTY AND OGLE COUNTY, ILLINOIS, THAT:

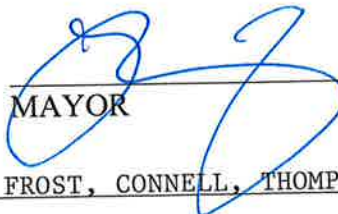
The attached Development Agreement between the City of Rockford and First Midwest Group (Machesney Investments, LLC) for the construction of a commercial /retail node including Davita dialysis medical services center at the northwest corner of West State Street and North Springfield Avenue be approved and the Mayor and Interim Legal Director be authorized to execute the same.

The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval, and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

APPROVED:


MAYOR

AYES: DURKEE, GETCHIUS, MCNAMARA, FROST, CONNELL, THOMPSON-KELLY,
ODDO, NEWBURG, BEACH, ELYEA, MCNEELY, CHIARELLI

NAYS: _____

ABSENT: HERVEY, BECK

ABSTAIN: _____

ATTESTED:


INTERIM LEGAL DIRECTOR

PASSED: 2/6/17 APPROVED: 2/6/17 PUBLISHED: 2/6/17
FILED in my office this 8th day of February, 2017, and published in
pamphlet form this 8th day of February, 2017 by order of the City Council
of the City of Rockford, Illinois.



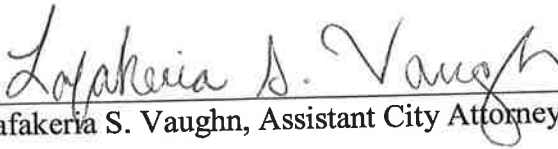
Interim Legal Director and ex officio
Keeper of the Records and Seal

APPROVED BY:



Kerry F. Partridge, Interim Legal Director

RECOMMENDED BY:



Lafakeria S. Vaughn, Assistant City Attorney

[SEAL]

DEVELOPMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this 8th day of February, 2017, by and between the CITY OF ROCKFORD, ILLINOIS, an Illinois municipal corporation (the "City"), and MACHESNEY INVESTMENTS, L.L.C. (the "Developer").

PREAMBLES

WHEREAS, in the Redevelopment Project Area (as defined below), the City has identified a need for the location and redevelopment of commercial property in the City; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"), the Mayor and Aldermen of the City (collectively, the "Corporate Authorities") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area," as such term is defined in the TIF Act; and

WHEREAS, in accordance with the requirements of the TIF Act, on October 15, 2002, the Corporate Authorities adopted Ordinance No. 2002-266-0 which approved a redevelopment plan and project, entitled the Springfield Corners Tax Increment Financing Redevelopment Plan and Program (the "Redevelopment Plan"), for the Springfield Corners Area (the "Redevelopment Project Area"); and

WHEREAS, also in accordance with the requirements of the TIF Act, on October 15, 2002 the Corporate Authorities adopted Ordinances No. 2002-265-0 and No 2002-264-0, which designated the Redevelopment Project Area as a "redevelopment project area," as that term is defined under the TIF Act, and approved tax increment financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have determined that the blighting factors described in the Redevelopment Plan are detrimental to the public and impair development and growth in the Redevelopment Project Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Project Area; and

WHEREAS, the blighting factors in the Redevelopment Project Area will continue to impair growth and development but for the use of tax increment allocation financing to pay Redevelopment Project Costs, as that term is defined in Section 3(d) of this Agreement, which necessarily must be incurred to implement the aforesaid program of redevelopment; and

WHEREAS, the Developer is the fee simple title holder to real estate, which said real estate is located within the Redevelopment Project Area, and Developer proposes to redevelop the property, constructing up to three commercial buildings, associated parking lots and related amenities (the "Project"), all as more fully described on Exhibit A attached hereto and incorporated herein. Said real estate is legally described on Exhibit B, attached hereto and incorporated herein (the "Subject Property"); and

WHEREAS, the proposal of the Developer is to do the following in connection with the Project: (i) undertake and pay for the costs of all plans and specifications, professional fees and apply for and receive all required plan review approvals and permits; and (ii) undertake and complete the Project in compliance with the approved plans and permits and city codes; and

WHEREAS, upon substantial completion, the Project will represent an investment on the part of the Developer of approximately \$1,730,000; and

WHEREAS, the Project is consistent with the Redevelopment Plan and is located within the Redevelopment Project Area; and

WHEREAS, the City is authorized under the TIF Act to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and which are further designated by law as eligible costs as defined by the TIF Act; and

WHEREAS, in order to induce the Developer to complete the Project, the Corporate Authorities have determined that it is in the best interests of the City and the health, safety, morals and welfare of the residents of the City, on the terms and subject to the conditions set forth in this Agreement, to reimburse the Developer for eligible Redevelopment Project Costs in an amount not to exceed the TIF eligible expenses incurred by the developer; and

WHEREAS, the Corporate Authorities have determined that the obligations of the City for the benefit of the Developer described in the immediately preceding recital and the completion of the Project by the Developer pursuant to this Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the Redevelopment Plan, thereby providing for economic development, enhancing the tax base of the City and other taxing districts and adding to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

The recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Development of the Project.

(a) Developer has an opportunity to immediately construct a Davita dialysis clinic and subsequently construct two additional commercial buildings on the Subject Property. The parties acknowledge that the development of the Project will take place in phases over multiple years. The minimum investment by the Developer for the Davita dialysis clinic shall be \$1,730,000.

(b) Prior to commencing construction, the Developer shall apply to the City for all necessary building permits for the improvements to be made by the Developer by submitting all plans and specifications required pursuant to the City Code of Ordinances ("City Code"). The Developer

shall be responsible for all building permit fees. The City shall review the building permit application as provided in the City Code. The plans and specifications and all other required submissions shall also comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to the development of the Project (collectively, the "Legal Requirements").

(c) The proposed Project is currently permitted and in compliance with the City zoning ordinance and its land use regulations. In the event such regulations are amended in the future wherein the current use, setbacks and other features of the Project are no longer permitted, such features shall be considered "lawful non-conforming" and allowed to continue as provided for by the City Zoning Ordinance.

(d) Development of the Subject Property shall be completed at the sole cost and expense of the Developer and shall, unless otherwise agreed in advance by the parties in writing, conform to the approved plans and specifications. The project will not require sidewalk along Lydia or curb and gutter West of the furthest entrance of Lydia.

(e) In recognition of the contribution of Tax Increment to the Project the assessed value of the property or the project during the initial term of the Springfield Crossings Tax Increment Financing District (final Levy Date of 12/31/2025) shall not be protested without the consent of the City.

(f) In recognition of the contribution of Tax Increment to the Project, Developer agrees that the property shall not be used for:

- (i) Adult uses;
- (ii) Tattoo shops;
- (iii) Gaming machine establishments, but not prohibiting a legitimate restaurant/bar that has gaming machines as an ancillary component of its operations;
- (iv) Tobacco stores;
- (v) Second Hand store, excluding national or regional brands (such as ReTool, Play It Again Sports, Plato's Closet, Gamestop, etc.);
- (vi) Cash for Gold store;
- (vii) Payday Loan store; and
- (viii) Title Loan store.
- (ix) Pawn Shop

Section 3. Developer Payments.

(a) As long as no event described in Section 14 of this Agreement shall have occurred and be continuing, the City shall reimburse the Developer for the Redevelopment Project Costs incurred by the Developer set forth in Exhibit C (the "Eligible Redevelopment Project Cost Schedule") which are approved by the City pursuant to Section 3(c). The City agrees to provide the Developer 100% of the Increment generated by the Project commencing annually on the year after the Certificate of Occupancy is issued for the remaining term of the initial Springfield Crossings Tax Increment Financing District ending on 12/31/2025.

(b) The TIF funding provided by the City, as described herein, shall be disbursed to Developer by October 31st each year following the receipt of property taxes from the County, but

shall be subject to Developer's proof of such Redevelopment Project Costs under the TIF Act. The Developer shall provide proof of the Redevelopment Project Costs only once upon completion of the Project. These Redevelopment Project Costs shall include those expenses described on Exhibit L and shall include, but not be limited to, land acquisition, demolition, site preparation, rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, landscaping, parking lot construction, utility relocation, architectural and engineering costs, thirty percent (30%) of the interest, based on a commercially reasonable amortization schedule, on a loan secured to pay for the construction of the Project and legal fees. Developer shall provide documentation that the property taxes for the Project have been paid in full and are current. Developer shall submit to the City a written request for reimbursement of the TIF increment along with the documentation of the property tax payment by October 1st of each year.

(c) In connection with the payments set forth in Section 3(b), the Developer shall provide such evidence as the City shall reasonably request to establish that the Developer has incurred the costs for the work identified in Exhibit C. Such evidence shall include but not be limited to bills, paid receipts, contracts, invoices, lien waivers or other similar evidence. All bills and receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced / paid.

(d) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement.

(e) Notwithstanding anything to the contrary contained herein, Developer shall have the right to designate a different entity to whom payments hereunder shall be made. Developer's initial designated entity is First Mulford Retail, Inc.

(f) THE CITY'S OBLIGATION TO PAY THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND OF THE CITY CREATED WITH RESPECT TO THE PROJECT AS DEFINED IN PARAGRAPH 2.(a) ABOVE, (THE "STAF") AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

Section 4. Term.

Unless earlier terminated pursuant to Section 14 hereof, the term of this Agreement shall commence on the date of execution and end upon the first to occur of (i) the date the aggregate payments to the Developer pursuant to Section 3 hereof equal the total Redevelopment Project Costs expended or (ii) the termination of the Redevelopment Project Area as required by law. The parties agree that the covenant prohibiting the protest of assessed valuation of the property set forth in Section 2 (e) and Section 2(f) above, shall survive the agreement and shall bind the Developer's heirs, successors, assigns and legatees.

Section 5. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project.

Section 6. No Discrimination.

The Developer for itself and its successors and assigns agrees that, in the development of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause. Notwithstanding the foregoing, the Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

Section 7. Waiver.

Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

Section 8. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City. No such assignment shall be deemed to release the Developer of its obligation to the City unless the City specifically consents to such release, which it is under no obligation to do.

Section 9. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 10. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual

delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Machesney Investments, L.L.C.
c/o First Midwest Group
6801 Spring Creek Rd.
Rockford, IL 61114

To the City:

City of Rockford
Attention: City Administrator
425 East State Street
Rockford, Illinois 61104

With a copy to:

ATTN: General Counsel
First Midwest Group
6801 Spring Creek Rd.
Rockford, IL 61114

Section 11. Successors and Assigns.

The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the City and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Subject Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed.

Section 12. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 13. Memorandum.

Either party, at its sole expense, may record this Agreement in the Office of the Recorder of Deeds, Winnebago County, Illinois.

Section 14. Remedies – Liability.

(a) If the Developer is in default of this Agreement, the City shall provide the Developer with a written statement setting forth the default of the Developer. Default is defined as Developer's lack of fulfillment of any obligation under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such default until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such

time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer shall fail to cure any default after the expiration of the cure period described in subparagraph (a), the City may elect to terminate this Agreement or exercise any other right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the debts of the Developer, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law, but is not required, with or without notice of such election and with or without entry or other action by the City, to terminate this Agreement. To effect the termination of this Agreement under this Section 14(b), the sole obligation of the City shall be to record, in the Office of the Winnebago County Recorder, a Certificate of Default, executed by the Mayor of the City or such other person as shall be designated by the Corporate Authorities, stating that this Agreement is terminated pursuant to the provisions of this Section 14(b), in which event this Agreement, by virtue of the recording of such certificate, shall automatically become null and void and of no further force and effect.

(c) In addition to any other rights or remedies, the City may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event the City shall institute legal action against the Developer because of a default of this Agreement, the City shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(d) The rights and remedies of the City are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the Developer.

(e) If the City is in default of this Agreement, the Developer shall provide the City with a written statement setting forth the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. In addition to any other rights or remedies, the Developer may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law

or in equity, including, but not limited to the equitable remedy of an action for specific performance.

Section 15. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 16. Signs.

The City may erect a sign of reasonable size and style in a conspicuous location on the Subject Property during the development of the Project indicating that the City provided tax increment financing to assist the Project.

Section 17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 18. Time is of the Essence.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 19. Choice of Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Winnebago County, Illinois.

Section 20. Cooperation and Further Assurances.

The parties covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents

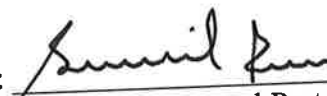
supplemental hereto and such further acts as may be reasonably required to carry out the terms, provisions and the intent of this Agreement. The City agrees to cooperate with the Developer in the Developer's attempts to obtain all necessary governmental approvals for the Project. The City shall further promptly process and consider reasonable requests of the Developer for relief or variances from any City ordinances, applicable building permits, or other permits necessary for the construction of the Project.

Section 21. Repealer.

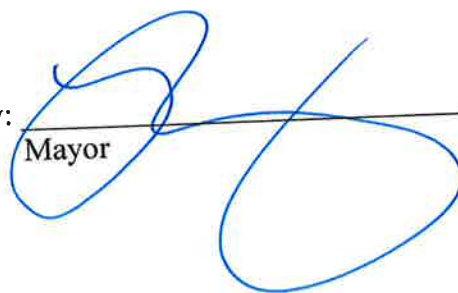
To the extent that any ordinance, resolution, rule, order or provision of the Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rockford, Illinois.

Machesney Investments, L.L.C.
By: Sunil Millennium Capital II, L.P.

By: 
Sunil Puri, General Partner

CITY OF ROCKFORD, ILLINOIS
A Municipal Corporation

By: 
Mayor

ATTEST:


Interim City Legal Director

EXHIBIT A

The Project consists of the redevelopment of the lot commonly referred to as 4103 W. State St., Rockford, IL, PIN: 11-20-131-012. The full scope of the redevelopment project involves the following activities, some of which have occurred prior to the date hereof:

1. Acquisition of the Subject Property
2. Removal of the remnants of the previously demolished building that was located on the Subject Property.
3. Site grading and preparation for redevelopment.
4. Installation of sewer/water lines.
5. Installation of new electrical services
6. Construction of new ~6,700 square foot building on northernmost lot of the Subject Property
7. Construction of up to two new buildings on the southernmost two lots
8. Construction of new parking lots and associated landscaping on the Subject Property.
9. Construction of pylon signage for buildings.
10. Building out interior spaces for tenants.

Exhibit B

Lots Ninety-five (95), Ninety-six (96), Ninety-seven (97), Ninety-eight (98), One Hundred Two (102) and One Hundred Three (103) as designated upon the Plat of Second Lincoln Park Subdivision, a Subdivision of part of the Northwest Quarter (1/4) of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 13 of Plats on page 51 in the Recorder's Office of Winnebago County, Illinois, together with the now vacated alley lying between Lots Ninety-seven (97), Ninety-eight (98), One Hundred Two (102) and One Hundred Three (103) and the South Half (1/2) of said alley lying North of Lots Ninety-five (95) and Ninety-six (96); ALSO, a tract of land lying in the Northwest Quarter (1/4) of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point of intersection of the center line of West State Street and the East line of the Northwest Quarter (1/4) of said Section, said point being 1,110.78 feet South of the Northeast corner of the said Northwest Quarter (1/4); thence Westerly along the center of West State Street, 242.0 feet to a point; thence North on a line parallel with the East line of the Northwest Quarter (1/4) of said Section, 361.08 feet to a point; thence Easterly, parallel with West State Street, 242.0 feet to a point on the said East line of said Northwest Quarter (1/4) of said Section; thence South, along said Quarter (1/4) Section line 361.08 feet to the place of beginning; EXCEPTING THEREFROM that part to the State of Illinois recorded June 15, 1961 in Book 1268 on page 531, described as follows: Part of the Northwest Quarter of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, described as follows: Beginning on the Northerly line of the right-of-way for State Highway State Bond Issue Route 5 at a point 33 feet perpendicularly distant Westerly from the East line of said Northwest Quarter; thence Northerly 109.8 feet, parallel with the East line of said Northwest Quarter; thence Southwesterly on a straight line, 71.02 feet to a point 45 feet perpendicularly distant Westerly from the East line of said Northwest Quarter; thence Southwesterly on a straight line to a point on the Northerly line of the right-of-way for State Highway Bond Issue Route 5 which is 85 feet perpendicularly distant Westerly from the East line of said Northwest Quarter; thence Easterly on said right-of-way line to the point of beginning; FURTHER EXCEPTING THEREFROM part of the Northwest Quarter (1/4) of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, Winnebago County, Illinois, described as follows: Beginning at the Southeast corner of Lot One Hundred Thirty-one (131) as designated upon the Plat of Second Lincoln Park Subdivision, being a Subdivision of part of the Northwest Quarter (1/4) of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 13 of Plats on Page 51 in the Recorder's Office of Winnebago County, Illinois; thence North 84 degrees 52' 05" West along the South line of said Lot One Hundred Thirty-one (131), a distance of 10.86 feet; thence South 21 degrees 04' 03" East, a distance of 15.53 feet; thence South 0 degrees 42' 56" West, a distance of 89.93 feet; thence South 4 degrees 58' 43" East, a distance of 52.18 feet to a point on the West line of Springfield Avenue; thence North 0 degrees 40' 33" East along the West line of said Springfield Avenue, a distance of 155.44 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

EXHIBIT C
Eligible Redevelopment Project Cost Schedule Estimates

PROPERTY ACQUISITION	\$300,000.00
ARCH/ENG/PERMIT/LEGAL FEES/COSTS	\$29,500.00
STUDIES/SURVEYS/PLANS	\$15,500.00
DEMOLITION AND SITE PREPARATION	\$650,000.00
COMMISSIONS	\$70,000.00
OVERHEAD/SUPERVISION (10% OF CONSTRUCTION COST)	\$34,000.00
DEVELOPER FEE (10%)	\$34,000.00
INTEREST EXPENSES (30% OF INTEREST INCURRED)	\$300,000.00
 TOTAL COST	 \$1,433,000.00