

**TAX INCREMENT FINANCING DISTRICT  
REDEVELOPMENT SALES TAX INCENTIVE AGREEMENT  
BETWEEN THE VILLAGE OF LONG GROVE AND  
Buffalo Creek Brewing LLC, 360 Historical Lane, Long Grove, IL 60047**

This **TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT SALES TAX INCENTIVE AGREEMENT** (“**Agreement**”) is entered into as of February \_\_\_\_, 2017 (“**Effective Date**”), between the **VILLAGE OF LONG GROVE**, an Illinois municipal corporation (“**Village**”), and Buffalo Creek Brewing LLC, an Illinois Limited Liability Company (“**Developer**”), with offices at 360 Historical Lane, Long Grove, IL 60047.

**IN CONSIDERATION OF**, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer (collectively, the “**Parties**”) mutually agree as follows:

**SECTION 1. RECITALS.**<sup>\*</sup>

**A.** Pursuant to Ordinance No. 2008-O-5, as amended from time to time, the Village of Long Grove (“**Village**”) designated the Downtown/IL Rte. 83 Redevelopment Project Area (“**TIF District**”) pursuant to Section 11-74.4-4 of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, (“**TIF Act**”).

**B.** Pursuant to Ordinance No. 2008-O-6, the Village adopted tax increment allocation financing for the TIF District in accordance with the TIF Act and established the Downtown/IL Rte. 83 Redevelopment Project Area Special Tax Allocation Fund (“**Fund**”) for the deposit of TIF District incremental tax revenues and payment of eligible redevelopment project costs and obligations.

**C.** Pursuant to Ordinance No. 2008-O-7, the Village approved a Revised Redevelopment Plan and Project (the “**TIF Plan**”), which TIF Plan identified among the goals of the TIF District to “coordinate public and private improvements to stimulate private investments.”

**D.** Under the TIF Act, the Village is authorized to “[m]ake and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project,” 65 ILCS 5/11-74.4-4(b).

**E.** The Village President and Board of Trustees (the “**Village Board**”) has determined that the goals of the TIF District relating to the stimulation of private investment can be advanced by offering incentives to property owners and business owners in the Historic Business District relating to improvements of their properties and places of business, and to this end the Village Board has developed an “HBD Development Incentive Program” (the “**Incentive Program**”) to encourage property owners and businesses to invest in the Historic Business District properties.

**F.** The Village Board has determined that implementation of the Incentive Program will further the goals and objectives of the TIF Plan, and will otherwise enhance the public health, safety, and welfare of the TIF District and the Village of Long Grove;

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<sup>\*</sup> All capitalized words and phrases throughout this Agreement shall have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it shall have the meaning ascribed to it in the Village Code.

**G.** Leaseholder is entering into a lease agreement with the recently purchased property of CBC Property LLC and intends to improve and develop the real property located at 360 Historical Lane, Long Grove, IL 60047 (“**Property**”) in the Village’s downtown, as legally described in **Exhibit A** attached hereto and as depicted on **Exhibit A-1** attached hereto.

**H.** The Property is currently vacant and went into foreclosure while improvements were being made in 2006.

**I.** The Developer intends to improve and develop the Property for use as Brewery and Taproom (the “**Business**”) in general conformity with the plans attached hereto as **Exhibit B** (the “**Plans**”). The Developer estimates that its Certified Costs for the Improvements will exceed \$40,000.00.

**J.** The Village desires to assist the Developer with the Business by providing certain financial incentives in an amount not to exceed the lesser of \$100,000/00 and 50% of the costs of the Improvements, subject to the terms and conditions of this Agreement to offset in part the cost of the Improvements.

**K.** The Parties desire to enter into this Agreement to set out their respective understandings and responsibilities with respect to the Improvements, the Business, and the TIF District incentives relating to the Business.

## **SECTION 2. RULES OF CONSTRUCTION; DEFINITIONS.**

**A.** Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

**B.** Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**C.** Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**D.** Definitions. Whenever used in this Agreement, the following terms will have the following meanings unless a different meaning is required by the context.

**“Certified Costs”:** The amount of moneys expended by the Developer for labor, materials, engineering, architectural, and other professional design services relating to the Improvements as reasonably determined by the Village Engineer based on receipts, sworn statements, and other documentation to be provided by the Developer that the Village Engineer customarily relies upon in certifying the costs due to contractors for Village projects.

**“Commencement Date”:** The date for the commencement of payment of the Incentive Payment as defined in Section 6 of this Agreement.

**"Corporate Authorities"**: The President and Board of Trustees of the Village.

**"Improvements"**: The improvements to the Property to be completed in furtherance of the Business as identified in the Plans [and as further defined in **Exhibit B-1** of this Agreement].

**"Incentive Payment"**: Payments made by the Village to the Developer in accordance with the terms of Section 7 of this Agreement.

**"Local Sales Tax"**: Any amount of the State Sales Tax that the Village actually receives from the State based on retail sales generated from the Business as reported to Illinois Department of Revenue. The Local Sales Tax does not include any Municipal Sales Tax.

**"Local Sales Tax Base"**: The amount of Local Sales Taxes generated from the Property during calendar year 2016, being \$0.00.

**"Maximum Cumulative Payment"**: Incentive Payments in the lesser amount of \$100,000.00 or 50% of the Certified Costs of the Improvements[, *whether such amounts are paid as Incentive Payments under this Agreement or under the "Tax Increment Financing District Incremental Revenue Redevelopment Agreement" between the Village and the Developer*].

**"Municipal Sales Tax"**: Any local sales taxes imposed or that may be imposed by the Village pursuant to the authority granted by Section 8-11-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/8-11-1 *et seq.*, or local business district sales taxes imposed or that may be imposed by the Village pursuant to Section 11-74.3-6 of the Illinois Municipal Code, 65 ILCS 5/11-74.3-6.

**"State Sales Taxes"**: Any and all taxes imposed and collected by the State of Illinois pursuant to the Use Tax Act (35 ILCS 105), Service Use Tax Act (35 ILCS 110), Service Occupation Tax Act (35 ILCS 115), or Retailer's Occupation Tax Act (35 ILCS 120), as any of such taxes may be amended from time-to-time, but not including any Municipal Sales Taxes.

**"State"**: The State of Illinois.

**"Village Code"**: The Long Grove Village Code (and other ordinances approved by the Corporate Authorities that may not have been incorporated into the Village Code), as the same has been and may, from time-to-time hereafter, be amended.

**"Zoning Regulations"**: The Long Grove Zoning Code (including any special use ordinances or other zoning approvals granted pursuant thereto), as the same has been and may, from time-to-time hereafter, be amended.

**SECTION 3. BUILDING PERMIT; EVIDENCE OF PROPERTY INTEREST.** No later than March 1, 2017, Developer shall submit a building permit to the Village for the Improvements based upon the Plans and otherwise causing the Property to comply fully with the building, development, and zoning requirements of the Village Code. Prior to the issuance

of a building permit for the Improvements, the Developer shall provide the Village with evidence Developer's entry into a lease for the Property of a period not less than 10 years prior to the issuance of any building permit for the Improvements. Developer shall construct, or cause to be constructed, the Improvements in conformity with the requirements of the Village Code and the terms of the building permit, which construction shall be substantially completed no later than December 31, 2017.

**SECTION 4. RELEASE OF INFORMATION.** The Incentive Payments under this Agreement shall be funded from Local Sales Tax derived from the Business. Accordingly, Developer agrees to execute a power of attorney in such form as may be approved by the Illinois Department of Revenue ("**IDOR**") or such other documents acceptable to IDOR authorizing IDOR to release records of State Sales Taxes and Municipal Sales Taxes related to the Business to the Village (the "**Tax Information**"). If IDOR cannot provide the Tax Information for any reason, then the Developer shall furnish or cause to be furnished to the Village copies of all applicable reports or other applicable tax reports, verified by sworn statements, as may be required to be filed with the State for the purpose of providing the Tax Information to the Village. The Village shall have no obligation under this Agreement to make Incentive Payments hereunder until such Tax Information is either received from the State or timely filed with the Village. The Village will rely on Tax Information, which is to be submitted directly to the Village by the Developer through IDOR. If IDOR is for some reason unable to supply such information, the Developer shall summarize, recapitulate and provide the Tax Information to the Village in a form acceptable to the Village. Discretion as to the form of such reports shall be reasonably exercised by the Village. The Developer agrees that it will make a good faith effort to ensure that it conducts itself and all of its activities within the Village in such a manner that it will at all times comply with the terms and provisions of any and all statutes and regulations issued by the State and IDOR that apply to such activities.

**SECTION 5. LIMITED OBLIGATION.** This Agreement and the Incentive Payments due hereunder are a limited obligation of the Village. The Village's obligation to make Incentive Payments pursuant to this Agreement is limited to payment by the Village from Local Sales Tax receipts received from the Business. The Village shall be under no obligation to make payments required herein from any other source or funds held by the Village. This is not to be construed as a full-faith and credit or general obligation of the Village for any purpose.

**SECTION 6. COMMENCEMENT OF INCENTIVE PAYMENT.**

A. **Commencement Date.** The Developer acknowledges and agrees that no Incentive Payment will be paid until the Commencement Date, which is the date the Village Manager determines that each and all of the following events has occurred:

1. The Developer has substantially completed work on the Improvements as evidenced by a temporary or final certificate of occupancy no later than December 31, 2017;
2. The Developer has fully completed all of the Improvements in compliance with the Village Code and the building permit for the Improvements and has received a final certificate of occupancy for the Improvements on the Property;
3. The Developer has provided sufficient documentation to authorize the Village to receive the tax Information as provided in Section 4 of this Agreement; and

4. The Village Engineer has confirmed the Certified Costs of the Improvements.

B. Limitations on Payment of Incentive. The Developer acknowledges and agrees that any outstanding fees, charges, payments or other amounts due and owing to the Village from the Developer in connection with the building permit or other development approvals for the Business must be paid in full before the Incentive Payment will commence.

**SECTION 7. INCENTIVE PAYMENTS; DEFERRALS.**

A. Payment Schedule and Amount. Except as otherwise expressly provided in this Agreement, within 90 days after the Village receives the Tax Information for the Business from the preceding calendar year, the Village shall make an Incentive Payment to the Developer in the amount of 50% of the difference between the Local Sales Tax from the Business during such calendar year (as evidenced by the Tax Information) less the Local Sales Tax Base, but in no event more than the Maximum Cumulative Payment.

B. Amount of Incentive Payments. When the Maximum Cumulative Payment has been reached, or after the Village has remitted the Incentive Payments for each calendar year through 2031, or upon the expiration or termination of this Agreement, no further sums will be due or owing to the Developer, and the Village will not make any further Incentive Payments or any other payments to the Developer. Any amounts due from the Village to the Developer under this Agreement shall not accrue interest, regardless of whether such payments are made by the payment due date or thereafter.

C. Adjustments to Incentive Payments. If the State corrects or amends any Tax Information relating to any distribution of Local Sales Tax to the Village relating to any calendar year, then the Incentive Payment for such calendar year will be subject to change, and the Parties will cooperate to reconcile any errors resulting from the State's correction or amendment.

D. Conditions for Receiving Incentive Payment. No Incentive Payment will be made to the Developer for any calendar year unless the Developer is operating the Business at the Property in accordance with the Zoning Regulations, the Village Code, the requirements of this Agreement, and any applicable federal, State, or local laws, rules, ordinances, or regulations (including the giving of all notices, payment of all fees, and securing of all required permits and approvals). In the event of a violation, the Village, upon notice to the Developer, may withhold any Incentive Payment otherwise due pursuant to this Agreement until such time as the violation is corrected to the reasonable satisfaction of the Village (including payment of any penalties, fines, or reimbursable costs relating to such violation).

E. Termination or Transfer of Business. If at any time after the Commencement Date the Developer transfers the Property (or ceases to hold a valid lease with respect to the Property) or otherwise transfers, sells, or assigns ownership or control of the Business (except pursuant to an assignment approved by Resolution of the Corporate Authorities)(an "**Unauthorized Transfer**"), the date of any Unauthorized Transfer will be the "**Termination Date**" of this Agreement, and the Village shall have no obligation to consider Local Sales Taxes generated from the Business or the Property after the Termination Date when considering the Incentive Payment due for the calendar year during which the Termination Date shall have occurred or any subsequent calendar year. Notwithstanding the foregoing, the Corporate

Authorities agree that an assignment of the Property or the Business will be approved upon confirmation that the proposed assignee and the assignee's business complies with the conditions set forth in Section 7(d) of this Agreement.

**SECTION 8. TERMINATION OF AGREEMENT; SURVIVAL OF CERTAIN OBLIGATIONS.** The Parties agree that this Agreement shall terminate upon the termination of the TIF District, or such earlier date as provided in this Agreement. Notwithstanding the foregoing, the Developer's obligations under this Agreement (as well as any other indemnification and defense obligations under this Agreement) shall survive the termination of this Agreement.

**SECTION 9. DISCREPANCIES.** In the event there is a discrepancy between the sales amounts reported on the State Sales Tax reports and the cash receipts amount received by the Village from the State, the Village agrees to immediately notify the Developer of the discrepancy in writing to allow the Developer an opportunity to investigate and, if appropriate, correct the error. The Developer shall be responsible for providing the Village with the Tax Information that specifies the location where sales were reported.

**SECTION 10. REPRESENTATION OF DEVELOPER; INDEMNIFICATION.** The Developer represents that the sales taxes that serve as the measure of the Incentive Payments under this Agreement would not have been paid to any other unit of local government within the State in the absence of this Agreement and that this Agreement does not violate any of the requirements of Section 8-11-21 of the Illinois Municipal Code, 65 ILCS 5/8-11-21. Neither the Village nor the Developer, nor their respective successors or assigns, shall challenge the legality or enforcement or any recital, provision, or covenant of this Agreement. The Developer agrees to defend, indemnify, and hold harmless the Village and its elected and appointed officials, employees, agents, attorneys, and insurers against any claim brought against the Village by any person based on noncompliance with said Section 8-11-21 of the Illinois Municipal Code, 65 ILCS 5/8-11-21. Additionally, in the event that legislation is enacted that declares the Incentive Payments contemplated by the Agreement unlawful, the Village may terminate this Agreement immediately on the passage of that legislation and the Village will be under no further obligation with respect to any Incentive Payments or other payments to the Developer.

**SECTION 11. CHANGES IN LAW.** The Village's ability to collect the sales taxes used to measure the Incentive Payments under this Agreement is authorized and governed by law. The Illinois General Assembly from time to time has considered modifying or eliminating the distribution of State Sales Tax revenues to Illinois municipalities. The Parties desire to make express provisions for the effect that a change in State law to enable the Village to collect a sales tax would have on this Agreement. Accordingly, the Parties agree as follows:

- (a) If the Illinois General Assembly eliminates the distribution of State Sales Tax revenues to Illinois municipalities, then the Village shall not be required, under any circumstances, to impose a Municipal Sales Tax or any other tax for the purpose of providing a source of funds to replace the State Sales Tax. The Parties, however, may agree to undertake their best efforts to make the appropriate equitable changes to this Agreement to carry out the intent of this Agreement, but the agreement to undertake best efforts shall not be construed or applied to obligate the Village to make any such changes that the Village

determines, in the exercise of its discretion, to be against the best interest of the Village.

- (b) If the Illinois General Assembly alters the State Sales Tax distribution formula in a manner that prevents the Village and the Developer from being able to equitably ascertain the amount of sales tax revenues being received by the Village as a direct result of the retail sales activities generated by the Developer, the Village shall have no obligation to make any Incentive Payment or other payment to the Developer measured by the retail sales activities generated by the Developer. The Parties, however, may agree to undertake their best efforts to make the appropriate equitable changes to this Agreement to carry out the intent of this Agreement, but the agreement to undertake best efforts shall not be construed or applied to obligate the Village to make any such changes that the Village determines, in the exercise of its discretion, to be against the best interest of the Village.

The making of any such equitable changes pursuant to Subsections (a) and (b) above shall not, in any event, require the Village to issue Incentive Payments to the Developer from any revenue source other than Local Sales Tax receipts.

**SECTION 12. DEVELOPER'S OBLIGATION TO PROVIDE DOCUMENTATION.**

Within 30 days after a request by the Village, the Developer shall provide the Village with monthly sales and sales tax reports and proofs of payment and reasonable access to its tax and financial records limited, however, to tax and financial records that relate to the computation or allocation of gross receipts, at reasonable times and places, which the Village hereby agrees to hold in strictest confidence except as is reasonably necessary to enforce the terms of this Agreement and as otherwise may be provided pursuant to the Illinois Freedom of Information Act. If the Village has good cause to believe that the Developer has under-reported or over-reported gross receipts, then in such case the Village may retain an independent auditor, at the Village's expense, to verify the sales of the Developer. In the event that such independent auditor determines that there is a discrepancy in gross sales of more than two percent, then all direct and reasonable costs and expenses incurred by the Village to retain the independent auditor to conduct the sales tax audit shall be promptly reimbursed to the Village by the Developer. To the extent not otherwise available, the Village shall provide the Developer with information sufficient for the Developer to verify the amount of sales tax collected by Village and attributable to sales by the Developer.

**SECTION 13. CONFIDENTIALITY.** The Parties acknowledge that Tax Information provided under this Agreement, as well as the information contained therein or in any other tax return and report made by the Developer are confidential information proprietary to the Developer and agree that to the fullest extent permitted by law, all documents, including tax returns, and other information provided to Village and its agents and representatives, pursuant to or with regard to the provisions of this Agreement shall not be released or made available to any third person, corporation, organization, or association without order of court or the prior approval of the Developer. It is expressly understood by the Developer that, as a unit of local government, the Village is subject to the requirements of the Illinois Freedom of Information Act (the "**FOIA**"). Accordingly, any documents or materials provided to the Village are subject to possible public disclosure pursuant to the FOIA. The Village will notify the Developer of any request made for release of this information and will make reasonable efforts to afford the Developer an opportunity to interpose an objection to the release of information provided to the

Village by the Developer prior to its release. The Developer may take such actions before the State or in a court of competent jurisdiction to prevent such disclosure which it deems to be exempt from the provisions of the FOIA. To the extent that the Village denies release of any information under the FOIA upon the written request of the Developer, the Developer shall defend and indemnify the Village and its officers, officials, and employees from and against any action is filed with respect to such denial.

**SECTION 14. WARRANTIES AND REPRESENTATIONS.**

A. By the Village. The Village represents and warrants to the Developer as follows:

1. The Village has the authority and the legal right to make, deliver, and perform this Agreement, and has taken or will take all necessary actions and obtain all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

2. To the best of the knowledge of the legal representatives of the Village, the execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Village, will not result in a breach or default under any agreement to which the Village is a party or is bound, and will not violate any restriction, court order, or agreement to which the Village is subject.

3. The parties executing this Agreement on behalf of the Village, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Village's obligations under this Agreement, have full authority to bind the Village to such obligations and to so act on behalf of the Village.

B. By the Developer. The Developer represents and warrants to the Village as follows:

1. The Developer has the authority and the legal right to make, deliver, and perform this Agreement, and has taken or will take all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

2. To the best of the knowledge of the legal representatives of the Developer, the execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Developer, will not result in a breach or default under any agreement to which the Developer is a party or is bound, and will not violate any restriction, court order, or agreement to which the Developer is subject.

3. The parties executing this Agreement on behalf of the Developer and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Developer's obligations under this Agreement, have full authority to bind the Developer to such obligations and to so act on behalf of the Developer.

4. No information, exhibit or report furnished by the Developer to the Village in connection with this Agreement contains or will contain any misstatement of material fact, or omits or will omit to state any fact necessary to make the statements contained therein not materially misleading. The Developer has provided all information requested by the Village, and



such information is complete and accurate in all material respects. There is no fact known to the Developer which could materially adversely affect or which might in the future, in the Developer's reasonable judgment, materially adversely affect the assets, properties or financial condition of the Developer.

**SECTION 15. EVENTS OF DEFAULT; ENFORCEMENT.**

A. Event of Default.

1. Notice of Default. The Village shall provide written notice to the Developer if the Village determines that the Developer has materially breached the performance or observance of any covenant, agreement, condition, or obligation under this Agreement. The failure of the Developer to remedy or cure all non-performances or impairments identified in the Notice of Default, to the satisfaction of the Village, within 30 days after receipt by the Developer of the Notice of Default shall constitute a default under this Agreement (a "**Default Event**"). Upon the occurrence of a Default Event, the Village may immediately terminate this Agreement and pursue any other available remedy.

2. Notice by Developer. The Developer shall promptly give written notice to the Village as soon as reasonably possible of:

- a. Any condition, event or act which constitutes or may constitute a default under this Agreement;
- b. Any pending material litigation or any government order specifically and materially affecting the Developer or the Business;
- c. Any change of name, address, identity, or ownership of the Developer; and
- d. Any other event or fact which may reasonably be deemed by the Village to adversely affect the financial or operating conditions of either the Developer or the Business.

B. Enforcement. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

C. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

**SECTION 16. GENERAL PROVISIONS.**

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in

a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 16.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Village: Village of Long Grove  
Attn: David A. Lothspeich, Village Manager  
RFD 3110  
Long Grove, Illinois 60047

with a copy to: Filippini Law Firm LLP  
Attn: Victor P. Filippini, Jr.  
990 Grove Street, Suite 220  
Evanston, Illinois 60201

If to the Developer: Buffalo Creek Brewing LLC  
Attn: Michael Marr  
2319 Hazeltine Drive  
Vernon Hills, IL 60061

with a copy to: Horwood Marcus & Berk Chartered  
Attn: Lawrence J. Feller  
500 West Madison Suite 3700  
Chicago IL 60661

B. Binding Effect. This Agreement and the privileges, obligations, and provisions contained herein shall inure to the benefit of, and be binding upon, the Village, the Developer, and their heirs, personal representatives, and successors.

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

D. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect the Village's right to enforce such right or any other right.

E. Assignment. Neither the Village nor the Developer shall assign this Agreement, in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written approval of the other party, which approval may be withheld in the sole and unfettered discretion of the other party (except as otherwise expressly provided in this Agreement).

F. Consents. Whenever the consent or approval of any party to this Agreement is required, such consent or approval shall be in writing and shall not be unreasonably withheld, conditioned, or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

G. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

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

K. Headings. The heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to any requirements of law shall be deemed to include any modifications of, or amendments to such requirements of law as may, from time to time, hereinafter occur.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or the Developer.

O. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document and together shall constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**

**VILLAGE OF LONG GROVE**, an Illinois municipal corporation

\_\_\_\_\_  
Its: \_\_\_\_\_

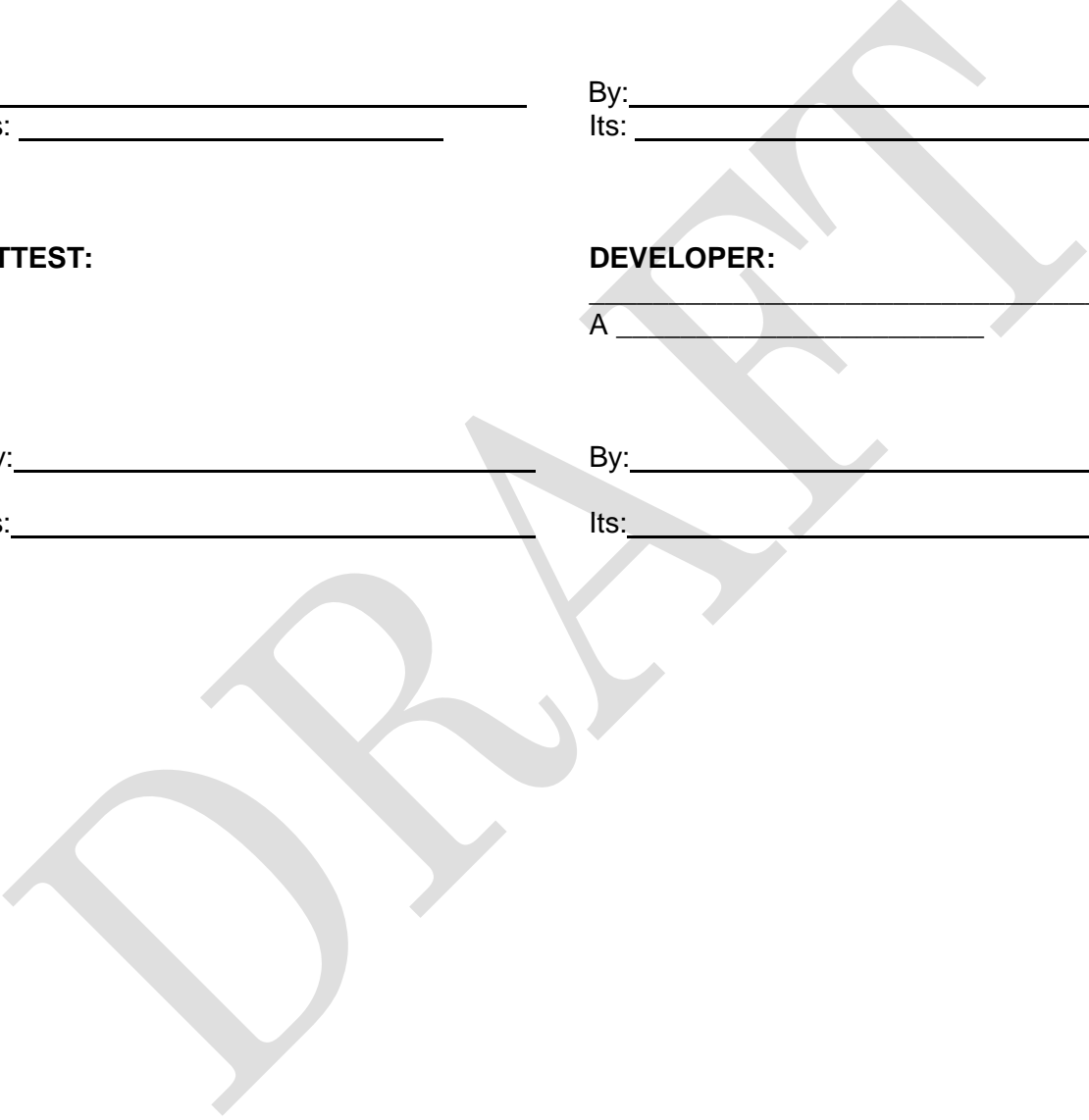
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

**DEVELOPER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
A \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



**ACKNOWLEDGMENTS**

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF MCHENRY    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2017, by \_\_\_\_\_, the \_\_\_\_\_ of the **VILLAGE OF LONG GROVE**, an Illinois  
municipal corporation, and by \_\_\_\_\_, the Village Clerk of said municipal  
corporation.

\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires:  
\_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF LAKE        )

The foregoing instrument was acknowledged before me on  
\_\_\_\_\_ 2017, by \_\_\_\_\_, the \_\_\_\_\_ of the  
\_\_\_\_\_, an \_\_\_\_\_, and by  
\_\_\_\_\_, the \_\_\_\_\_ of said corporation.

\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires:  
\_\_\_\_\_

## Exhibit A

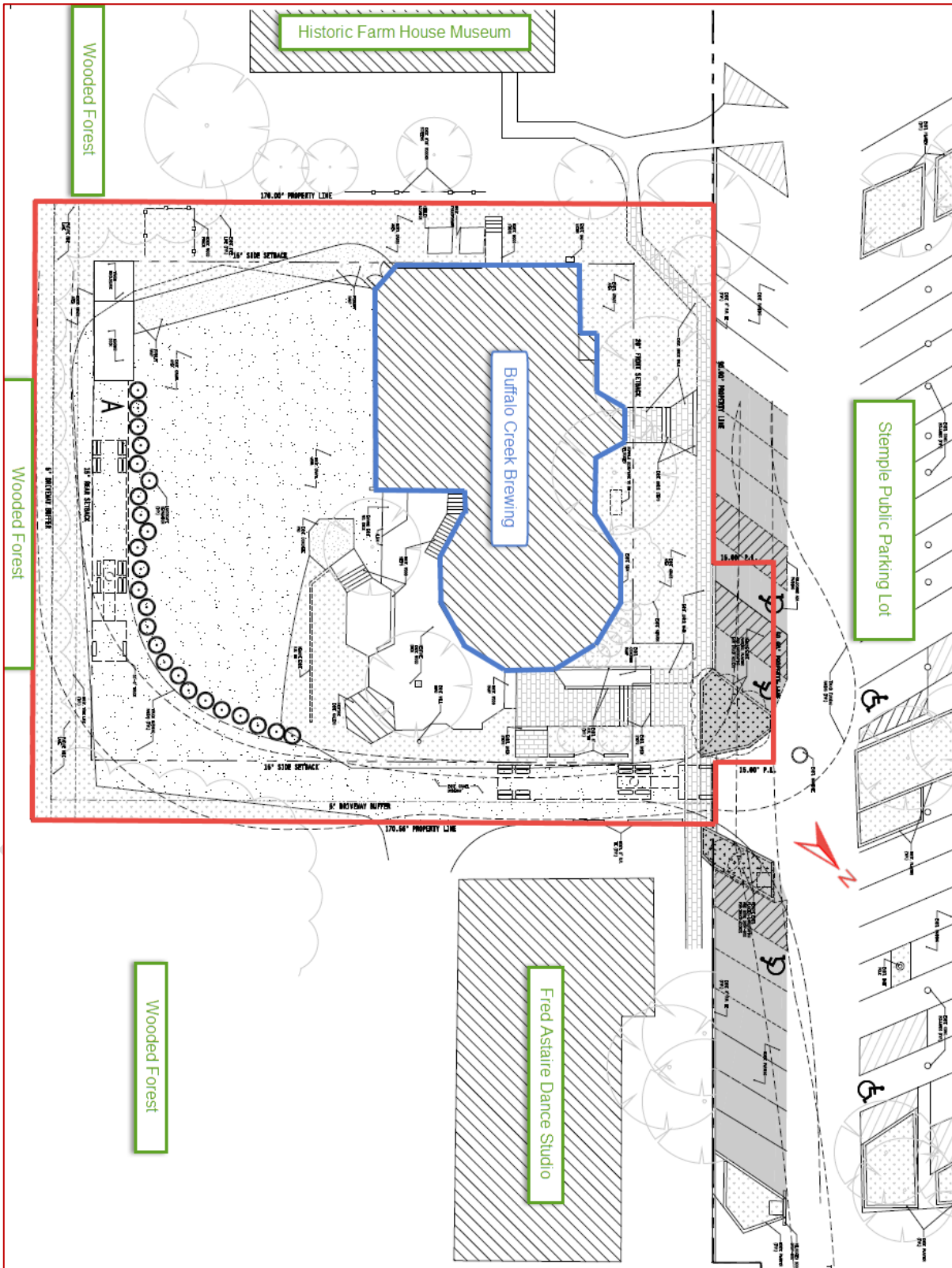
### Legal Description of the Property

PARCEL 1: LOT 5 IN RED OAKS BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 1986 AS DOCUMENT 2519282 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 16, 1987 AS DOCUMENT 2590825 AND FURTHER AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 27, 1987 AS DOCUMENT 2594571 IN LAKE COUNTY, ILLINOIS.

DRAFT

Exhibit A-1

Depiction of the Property



**Exhibit B**

**Plans**

<b>Description</b>	<b>Estimated Cost</b>
Interior demolition.	4,642
Install trench drains in rotunda and basement floors for brewery operations.	34,707
Paint walls of rotunda and basement for brewery operations.	25,735
Install elevator.	75,021
Repair roof as required.	7,600
Site work and grade back yard.	31,280
Remove old and install new fire sprinkler system.	31,500
Upgrade plumbing and electric.	157,000
Remove old and install new HVAC system.	163,400
Install men's bathroom.	25,000
Install women's bathroom.	29,050
Build out tap room	26,609
Connect to water main.	10,000
Install cold rooms.	9,000
Install process equipment.	72,000
<b>Total</b>	<b>\$702,544</b>