



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

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LakeZurich.org

AGENDA ITEM

8A

MEMORANDUM

Date: August 3, 2020

To: Ray Keller, Village Manager *PK*

From: Roy Witherow, Assistant Village Manager
Sarosh Saher, Community Development Director

Re: **Redevelopment Agreement with the Village of Lake Zurich and Blue Ridge BBQ, Inc. - 133 West Main Street**

Issue: Song and Haesoon Choe (the “Developer”), owners of Blue Ridge Korean BBQ in Park Ridge, Illinois, wish to enter into a redevelopment agreement (RDA) with the Village of Lake Zurich for the purchase and redevelopment of the Village-owned building located at 133 West Main Street.

Village Strategic Plan: This agenda item is consistent with the following objectives under Goal #2 – Development:

- Revitalization of Downtown
- Expand the Village’s Role as a major regional economic hub in Lake County

Background: Mr. and Ms. Choe propose to acquire the property located at 133 West Main Street in order to operate a Korean BBQ restaurant in the Village’s Main Street area. The Village acquired this 0.13-acre (5,663 square feet) property containing the 1,750 square foot building in November of 2002 and has leased the space to various insurance agents for the past 18 years.

Mr. Choe initially approached the Board of Trustees last year in a courtesy review to seek input on the feasibility of opening a restaurant at the current site of Joe’s Barber Shop at 265 North Rand Road. The Board supported opening a restaurant with this unique cuisine, but encouraged Mr. Choe to look for other location opportunities in the Village. The video stream of the courtesy review from October 7, 2019 can be viewed at the following link:

<https://view.earthchannel.com/PlayerController.aspx?&PGD=lakezurichil&eID=431>

Shortly thereafter, staff worked with the Choes to explore various locations within the Village, particularly highlighting the Main Street Area. The Choes expressed particular interest regarding the potential of the 133 West Main Street location. Over the next several months, discussions and negotiations ensued culminating in the proposed Redevelopment Agreement. The RDA was

initially placed on the March 2, 2020 Village Board agenda for consideration, but, due to the COVID-19 pandemic, the meeting was cancelled. Staff has remained in touch with the Choes over the past several months, and were informed recently that they wish to proceed with the project with modifications to the original proposal and are requesting approval of the attached redevelopment agreement.

The Choe's now wish to acquire and operate their restaurant at the property as follows:

1. Acquire the property from the village on execution of the RDA. The building contains two units – Unit A is currently occupied by the offices of American Family Insurance Company and Unit B is vacant.
2. Reconstruct Unit B for the use of the Korean BBQ restaurant, commencing operations in a limited manner due to restrictions on dining imposed by the COVID-19 crisis, operating no less than 5 days per week beginning no later than December 31, 2021.
3. Continue to allow Unit A to operate as offices of the insurance company until January 1, 2022, after which the developer will expand the operation of the restaurant into Unit A or use that space for a retail use approved by the village. Such expansion or approved retail use will commence operation no later than December 31, 2022.
4. Use the parking lot on the property to its full extent as currently constructed. The parking lot currently encroaches into the Mionske Drive right-of-way. The village has set up a license agreement with the developer for the use of that portion of the property within the right-of-way.

Analysis: As a result of negotiations with the Village, Mr. and Ms. Choe have tendered an offer to purchase the property at a cost of \$165,000.

Through its engineers, Manhard Consulting, the Village had identified an additional \$64,000 of infrastructure improvements which include earthwork and pavement removal, underground water service improvements, and roadway and sidewalk improvements. Mr. Choe has proposed to complete the infrastructure work himself and be reimbursed by the village in an amount not to exceed the estimated \$64,000.

The redevelopment agreement contains the structure, terms and conditions of a Public/Private Partnership to incentivize the private purchase and reuse of the property, while protecting the Village's investments in the property:

1. The developer will pay \$100,000 up front to the Village for the purchase of 133 W. Main Street. Because the property was originally purchased with TIF bonds, the proceeds will go back into TIF #2 in which the subject property is located. Specifically for the project, the village will set up a subaccount to deposit and track increment obtained from the subject property.
2. Upon transferring the property's title to the Choes, the Village will record a promissory note containing a mortgage against the property for the \$65,000 balance owed on the sale price.
3. Over the next fifteen (15) years, as the Choes pay their property taxes, the TIF increment (i.e. the portion of property taxes on the increased assessed value resulting from their use of and improvements to the property), will pay down 1/15 (\$4,333.33) of the \$65,000 mortgage each year. After the total \$65,000 mortgage has been paid down, the Village will release the mortgage and the Choes will own the property free and clear.

4. The Village will reimburse the developers for the infrastructure improvements that they complete, with a total value not to exceed the lesser of the actual costs or \$64,000 (the engineers' opinion of probable cost). This reimbursement will come from TIF increment generated by the property, in excess of the \$4,333.33 annual mortgage payment owed each year. This practice of using the excess TIF revenue (i.e. after the mortgage payment) will continue annually until the developers are reimbursed for the eligible infrastructure work.
5. In the event that the annual TIF increment from the property is insufficient to cover the annual mortgage payment, the Choes will pay the difference for that year's payment. In that instance, there will be no reimbursement for their infrastructure work in that year.

In effect, it is anticipated that the increment realized from property taxes paid by the Choes will pay off the balance \$65,000 mortgage owed to the TIF fund, while also reimbursing the Choes over time for the infrastructure that they complete. In consultation with Ela Township Assessor John Barrington, the property is projected to generate approximately \$6,700 in TIF increment starting in 2022, which would then change over time with market values, property tax rates, etc. This TIF revenue projection is expected to adequately cover both the mortgage payments to the village and the infrastructure reimbursements to the developer.

Recommendation: In order to continue redevelopment of the Main Street Area, staff recommends that the Lake Zurich Board of Trustees approve the attached Redevelopment Agreement and associated documents between the Village of Lake Zurich and Blue Ridge Korean BBQ, Inc. for the purchase and redevelopment of the Village-owned parcel located at 133 West Main Street.

Attachments:

1. An ordinance approving a redevelopment agreement by and between the Village of Lake Zurich, Lake County, Illinois and Blue Ridge BBQ, Inc.
2. Redevelopment Agreement between the Village of Lake Zurich, Lake County, Illinois and Blue Ridge BBQ, Inc.
3. License Agreement for use of the parking lot within the village right-of-way
4. Public Notice for sale of the property
5. Picture exhibits

VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2020-____-____

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF LAKE ZURICH, LAKE COUNTY, ILLINOIS
AND BLUE RIDGE BBQ, INC.**

WHEREAS, the Village of Lake Zurich, Lake County, Illinois (the “*Village*”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; 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 President and Board of Trustees of the Village (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 “blighted area” or a “conservation area” as such terms are defined in the TIF Act; and,

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 19th day of January, 2015, pursuant to Ordinance Nos. 2015-2-030, 2015-2-031 and 2015-2-032 approved a Redevelopment Plan and Project (the “*Redevelopment Plan*”) for an area designated as the Downtown TIF District #2 (the “*Project Area*”) which Project Area included the Subject Property, and adopted tax increment financing for the payment and financing of “redevelopment project costs” incurred within the Project Area as authorized by the TIF Act; and,

WHEREAS, Blue Ridge BBQ, Inc. an Illinois corporation (the “*Developer*”) has submitted a proposal to acquire certain property owned by the Village located within the “Main Street Area” of the Village improved with a building with approximately 1,750 square feet to develop a restaurant; and,

WHEREAS, after a review of all of the goals and objectives of the Redevelopment Plan, the Village has determined that the redevelopment Project as proposed by the Developer shall

eliminate blight factors found within the Project Area; increase the tax base of the Village and taxing districts, provide job opportunities for its citizens; and, improve the general welfare of the community and is therefore willing to provide the Developer with the financial assistance and convey the Village Parcels pursuant to the terms and conditions as set forth in the Redevelopment Agreement attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

Section 1. The above recitals are incorporated and made a part of this Ordinance.

Section 2. The Redevelopment Agreement by and between the Village of Lake Zurich, Lake County, Illinois, and Blue Ridge BBQ, Inc., an Illinois corporation, in the form as attached hereto and made a part hereof, is hereby approved; and, the Village President and Village Clerk are hereby authorized to execute.

Section 3. All ordinances, resolutions, motions or orders in conflict herewith are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage, approve and publication, as provided by law.

ADOPTED this ____ day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

President

Attest:

Village Clerk

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF LAKE ZURICH, LAKE COUNTY, ILLINOIS AND BLUE RIDGE BBQ, INC.**

THIS REDEVELOPMENT AGREEMENT (the “*Agreement*”) is entered into as of the _____ day of _____, 2020 (“*Effective Date*”) by and between the Village of Lake Zurich, Lake County, Illinois, an Illinois municipal corporation (“*Village*”), and Blue Ridge BBQ, Inc., an Illinois corporation d/b/a Blue Ridge Korean BBQ (“*Developer*”).

In consideration of the mutual covenants and agreements set forth in this Agreement, the Village and the Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 The Village is engaged in the revitalization of its commercial properties known as the “Main Street Area” of the Village which includes a certain parcel commonly known as 133 West Main Street, legally described on *Exhibit A* to this Agreement and identified by parcel number 14-20-100-017 (“*Subject Property*”), which the Village owns and rents as office space.

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

1.3 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 President and Board of Trustees of the Village (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 “blighted area” or a “conservation area” as such terms are defined in the TIF Act.

1.4 To stimulate and induce redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 19th day of January, 2015, pursuant to Ordinance Nos. 2015-2-030, 2015-2-031 and 2015-2-032 approved a Redevelopment Plan and Project (the “*Redevelopment Plan*”) for an area designated as the Downtown TIF District #2 (the “*Project Area*”) which Project Area included the Subject Property, and adopted tax increment financing for the payment and financing of “redevelopment project costs” incurred within the Project Area as authorized by the TIF Act.

1.5 The Developer has submitted a proposal to the Village to acquire the Subject Property and to redevelop and repurpose the office building currently on the Subject Property into a restaurant specializing in Korean food (the “*Project*”) thereby providing a new dining selection in the Village’s downtown area.

1.6 The Developer has advised the Village that in order to proceed with the Project and complete all of the redevelopment required to accomplish its proposal, financial assistance from the Village is necessary.

1.7 After a review of all of the goals and objectives of the Redevelopment Plan and concluding that the Project, as presented by the Developer, is in furtherance of the Redevelopment Plan and the Village's future plan for its downtown commercial district, the Village is prepared to provide the financial assistance and convey the Subject Property to the Developer in accordance with the terms and conditions as hereinafter provided.

1.8 The Village believes that the redevelopment of the Subject Property and proposed Project, shall eliminate blight factors found within the Project Area; increase the tax base of the Village and taxing districts authorized to levy taxes upon the Subject Property, provide job opportunities for its citizens; and, improve the general welfare of the community and is therefore willing to provide the Developer with the financial assistance and convey the Subject Property to the Developer as hereinafter set forth.

ARTICLE 2: CONDITIONS PRECEDENT TO THE CONVEYANCE OF THE SUBJECT PROPERTY

2.1 Within sixty (60) days of the execution of this Agreement, the Developer shall submit to the Village an estimated budget of all costs to be incurred (other than the cost of acquisition) to redevelop and repurpose the Subject Property for use as a restaurant, including all legal fees; architectural and design fees; building renovations, exterior and interior; equipment, utilities; site work; landscaping; signage and any other cost as may be required to commence operation (the "Project Budget").

2.2 Within thirty (30) days after the submission of the Project Budget, the Developer shall submit to the Village proof of financing in an amount equal to the Project Budget plus the Village's required down payment for the acquisition of the Subject Property as hereinafter set forth.

ARTICLE 3: OBLIGATIONS OF THE VILLAGE

3.1 Upon receipt of the documentation from the Developer as required by Article 2 above, the Village agrees to convey the Subject Property to the Developer for a purchase price of \$165,000 in accordance with the terms hereinafter set forth, and to reimburse the Developer for the infrastructure improvements to the Subject Property as itemized on *Exhibit B* attached hereto (the "Infrastructure Improvements").

3.2 Conveyance of the Subject Property shall be by a recordable warranty deed subject to covenants and conditions of record and shall occur upon receipt of the following by the Village:

- (a) Payment of \$100,000 toward a total purchase price of \$165,000, plus all costs incurred in connection with the conveyance of the Subject Property and recordation of all documentation.
- (b) Receipt of an executed promissory note secured by a mortgage to be recorded against the Subject Property (the "Note"), in the form attached hereto as *Exhibit C*, in the amount of the balance due of the purchase price of \$65,000 with 0% interest, due and payable commencing December 1, 2022, as hereinafter provided in Article 5.

- (c) Receipt of a recordable executed Mortgage, in the form attached hereto as *Exhibit D*.

3.3 The Village shall deliver to the Developer at closing a title insurance policy in the amount of the purchase price of \$165,000 insuring title to the Developer paid by the Developer and subject to covenants and conditions of record.

3.4 The Village acknowledges that it has received certification from the County Clerk of the County of Lake, Illinois, that the equalized assessed valuation of the Subject Property as of February 23, 2015, the date of the recordation of Ordinance No. 2015-20-32 adopting tax increment financing, was \$3,000.00.

ARTICLE 4. DEVELOPER'S OBLIGATIONS

4.1 The Subject Property is improved with a 1,750 gross square foot, one story on slab, masonry constructed two-user office building divided into two units with approximately 724 square feet ("Unit A") and 964 square feet ("Unit B"). Within thirty (30) days of conveyance of the Subject Property by the Village to the Developer, the Developer shall submit to the Village applications for all required permits to:

- (a) undertake the construction of the Infrastructure Improvements; and,
- (b) to reconstruct Unit B for use as a restaurant.

4.2 The Developer covenants to commence construction within thirty (30) days of receipt of all required permits and to complete the reconstruction of Unit B in accordance with all permits and all applicable Village Codes; obtain a certificate of occupancy and necessary licenses for the Subject Property; and, commence operation of the full-service restaurant serving Korean cuisine to be open for business no less than five (5) days per week (the "*Business*") on or before December 31, 2021.

4.3 On or before January 1, 2022, the Developer shall submit applications for all required permits to repurpose Unit A for either the expansion of the operation of the Business or a retail business as approved by the Village. The Developer agrees to obtain a certificate of occupancy for Unit A on or before December 31, 2022, for the operation of a permitted use.

4.4 The Developer further warrants, covenants and agrees during the term of this Agreement:

- (a) To continuously operate the Business located on the Subject Property without interruption during the term of this Agreement subject to Force Majeure as defined in Section 8.4 hereof.
- (b) Not to sell, transfer, gift or convey the Subject Property or the Business operating thereon for the term of this Agreement without the consent of the Village.

ARTICLE 5: PAYMENTS DUE ON THE NOTE

5.1 The Village has established a special tax allocation fund solely for the Project Area (the "STAF") into which the Village shall deposit all Incremental Taxes, as defined below, generated from the Project Area.

5.2 On the later of December 1, commencing 2022, or ten (10) days following the date upon which the Village receives Incremental Taxes from the final installment of real estate taxes for 2021 and each year during the term of this Agreement, the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the Blue Ridge BBQ Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used first to make the annual payments on the Note in the amount equal to the Incremental Taxes generated by the Subject Property and thereafter reimburse the Developer for the costs of the Infrastructure Improvements in an amount equal to the lesser of (i) the actual costs incurred by the Developer as evidenced by paid receipts and paid invoices; (ii) \$64,000 until the first to occur: (i) payment in full of the outstanding principal on the Note; or, (iii) December 31, 2037.

5.3 To the extent the Incremental Taxes deposited into the Blue Ridge BBQ's subaccount of the STAF in any year during the term of this Agreement is insufficient to cover the annual payment due on the Note, the Developer shall promptly pay the shortfall within fifteen (15) business days of notice from the Village of the amount due and owing.

5.4 As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located herein over the initial equalized assessed value of said parcels.

ARTICLE 6. REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 To induce the Village to enter into this Agreement and to adopt the ordinances and resolutions and grant the rights herein provided to the Developer, the Developer represents, covenants, warrants, and agrees, as the basis for the undertakings on the Developer's part herein contained, that:

- (a) All representations and agreements made by the Developer in the Agreement are true, complete, and accurate in all respects.
- (b) The Developer is an Illinois corporation duly formed and existing under the laws of the State of Illinois authorized to do business in Illinois, and the Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. The Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois Corporation authorized to do business in the State of Illinois for so long as the Developer is developing and constructing the Development Plans.
- (c) The execution, delivery, and performance of this Agreement by the Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or

compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of the Developer, or any restriction, organizational document, agreement, or instrument to which the Developer, or any of its partners or venturers, is now a party or by which the Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.

6.2 The Developer further warrants there are no actions at law or similar proceedings either pending or, to the best of the Developer's knowledge, threatened against the Developer that would materially or adversely affect:

- (i) The ability of the Developer to proceed with the acquisition construction and development of the Subject Property;
- (ii) The Developer's financial condition;
- (iii) The level or condition of the Developer's assets as of the date of this Agreement; or,
- (iv) The Developer's reputation.

6.3 To induce the Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the Village represents, covenants, warrants and agrees as follows:

- (a) All representations and agreements made by the Village in this Agreement are true, complete, and accurate in all respects.
- (b) The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Village President and Village Clerk to execute and deliver this Agreement.
- (c) The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.
- (d) There are no actions at law or similar proceedings either pending or to the best of the Village's knowledge being threatened against the Village that would materially or adversely affect:
 - (i) The ability of Developer to proceed with the construction of the Development.
 - (ii) The ability of the Village to perform its obligations under this Agreement.

ARTICLE 7: ENFORCEMENT AND REMEDIES

7.1 Subject to the restriction on remedies contained in this Article, the parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages in any amount greater than the amount of reimbursement obligated by the Village hereunder against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

7.2 In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 7, thirty (30) days after notice of any breach delivered in accordance with Section 10 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 7.4 and 7.7; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Article 7.2, then, except as specifically provided otherwise in the following sections of this Article 7, and in addition to any and all other remedies that may be available either in law or equity, the party affected by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

7.3 Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- (a) Failure to pay the annual payment on the Note within fifteen (15) business days of the date of the notice from the Village of the amount due and owing.
- (b) If any material representation made by the Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in connection with any of documents, shall prove to be untrue or incorrect in any material respect as of the date made.

- (c) Default by the Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of the Developer.
- (d) The Developer's default in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement.
- (e) The Developer's breach of the covenants and warranties as set forth in Section 4.2
- (f) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.
- (g) The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any substantial part of the Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- (h) The Developer's failure to pay all fees, taxes (including real estate taxes), fines and licenses when due during the term of this Agreement.

7.4 The Village shall have the following remedies in the event of default by the Developer:

- (a) Subject to the provisions of this Agreement, in the case of an event of default by the Developer, the Note shall become immediately due and payable and the Village may institute such foreclosure proceedings as may be necessary in the event payment of the outstanding principal in full is not made within thirty (30) days of the declaration of an event of default on the part of the Developer.
- (b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and

rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

7.5 The Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) the Developer's development, construction, maintenance, or use of any property; or, (ii) the Developer's default under the provisions of this Agreement.

ARTICLE 8: GENERAL PROVISIONS

8.1 The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

8.2 The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under Section 6.3 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

8.3 The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.

8.4 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 of its obligations under 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, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, 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 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.

8.5 This Agreement may not be assigned by the Developer without the prior written consent of the Village, which consent shall not be unreasonably withheld.

ARTICLE 9. TERM

9.1 This Agreement shall be in full force and effect upon its execution by the parties and terminate upon the first to occur: (i) payment in full of the Note; or, (ii) December 31, 2036.

ARTICLE 10. NOTICES

10.1 All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

with a copy to:

Blue Ridge BBQ, Inc.

Notices and communications to the Village shall be addressed to and delivered at these addresses:

with a copy to:

Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047

Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 11. IN GENERAL

11.1 No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

11.2 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.

11.3 This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

11.4 This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF LAKE ZURICH

Attest:

By: _____ By: _____
Village President Village Clerk

Date: _____, 2020

Blue Ridge BBQ, Inc., an Illinois corporation

Attest:

By: _____ By: _____
President Secretary

Date: _____, 2020

Exhibit A

Legal Description

Part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 43 North, Range 10 East of the Third Principal Meridian, commencing at the intersection of the Southeasterly line of Robertson Avenue (Main Street) with the Northerly line of Mionske Drive in Mionske's 2nd Subdivision, moving Northeasterly along the Southeasterly line of Robertson Avenue 110', then Southeasterly 106.9' to a point in the Northerly line of Mionske Drive 153.6' East of said intersection in Lake County, Illinois.

Exhibit B

Infrastructure Improvements



PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST
RIGHT OF WAY & UTILITY IMPROVEMENTS
133 W MAIN STREET, LAKE ZURICH, ILLINOIS
 12/11/2019

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - EARTHWORK AND PAVEMENT REMOVAL					
1.	Mobilization	1	L Sum	\$5,000.00	\$5,000.00
2.	Traffic Control and Protection	1	L Sum	\$7,500.00	\$7,500.00
3.	Pavement Sawcut & Remove (12")	20	Sq Yd	\$20.00	\$400.00
4.	Water Excavation & Haul Off	50	Cu Yd	\$60.00	\$3,000.00
5.	Trench Backfill	50	Cu Yd	\$40.00	\$2,000.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					\$17,900.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS					
1.	2" Water Service Installation - Copper	100	Foot	\$35.00	\$3,500.00
2.	Service Abandonment (Water)	1	Each	\$2,000.00	\$2,000.00
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					\$5,500.00
SCHEDULE III - ROADWAY & SIDEWALK IMPROVEMENTS					
1.	Concrete Curb Type B-6.12, Remove & Replace	150	Foot	\$40.00	\$6,000.00
2.	Misc. Removals (sidewalk, brick pavers, signage)	1	L Sum	\$2,500.00	\$2,500.00
3.	Concrete Sidewalk, 5"	500	Sq Ft	\$7.50	\$3,750.00
4.	Streetscaping Pavers and Tree Grates	2	Each	\$5,000.00	\$10,000.00
5.	Pavement Patch, Class D, 12" w/ 8" agg Subgrade	20	Sq Yd	\$100.00	\$2,000.00
TOTAL SCHEDULE III - ROADWAY IMPROVEMENTS					\$24,250.00
SUBTOTAL SCHEDULES I-IV					\$47,650.00
ENGINEERING (% of CONSTRUCTION COSTS)		20%			\$9,530.00
CONTINGENCY (% of CONSTRUCTION COSTS)		15%			\$7,147.50
TOTAL			(ROUNDED TO NEAREST \$10K)		\$64,000.00

Prepared By: Manhard Consulting, Ltd.
 One Overlook Pointe, Suite 290
 Lincolnshire, Illinois 60069

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

Exhibit C

PROMISSORY NOTE

\$ _____, 2020
Lake Zurich, Illinois

FOR VALUE RECEIVED, Blue Ridge BBQ, Inc., an Illinois corporation (the "Maker"), hereby promises to pay to the order of Village of Lake Zurich (Lender), the sum of \$_____ at the place and in the manner hereinafter provided, together with interest from the date hereof on the balance of principal remaining from time to time unpaid at an annual rate (Loan Rate) equal to 0%.

Payment of principal due under this Promissory Note ("*Note*") shall be made as follows:

- (a) During any period where Maker is not in default under the terms of the Redevelopment Agreement dated _____, 2020 attached to and incorporated into this Note as Exhibit I ("*Redevelopment Agreement*") payments shall be due and payable annually on December 15 commencing December 15, 2022 in an amount equal to 1/15 of the principal less the amount received by the Lender pursuant to Article 5 of the Redevelopment Agreement.
- (b) The entire principal balance of this Note shall be due and payable in full if Maker is in Default as defined in Article 8 of the Redevelopment Agreement, and Maker has failed to cure said Default within the time allotted in Section 7.2 of the Redevelopment Agreement.
- (c) If Maker of the Redevelopment Agreement on December 31, 2029, the Lender shall mark this note "Paid in Full" and shall provide the Maker with a Release of Mortgage for recording.

If an "Event of Default" (as hereinafter defined) exists under this Note, Maker shall pay interest on the balance of principal remaining unpaid during any such period at an annual rate equal to 5% ("*Default Rate*"). The interest accruing under this paragraph shall be immediately due and payable by Maker to the Lender and shall be additional indebtedness evidenced by this Note.

Notwithstanding any provisions of this Note or any instrument securing payment of the indebtedness evidenced by this Note to the contrary, it is the intent of Maker and Lender that Lender shall never be entitled to receive, collect, or apply, as interest on principal of the indebtedness, other than the application of the Default Rate, if required.

All payments and prepayments on account of the indebtedness evidenced by this Note shall be first applied to accrued and unpaid interest on the unpaid principal balance of this Note and the remainder, if any, to said principal balance.

Provided no uncured default exists under this Note, the principal balance of this Note may be prepaid in whole or in part, without premium or penalty.

All payments hereunder shall be paid in coin or currency that, at the time or times of payment, is the legal tender for public and private debts in the United States of America, and shall be made at such place as Lender or the legal holder or holders of this Note may from time to time appoint, and in the absence of such appointment, then at the offices of Village of Lake Zurich, 70 East Main Street, Lake Zurich, Illinois 60047. Payment submitted in funds not available until collected shall continue to bear interest until collected. If payment hereunder becomes due and payable on a Saturday, Sunday, or legal holiday under the laws of the State of Illinois, the due date thereof shall be extended to the next succeeding business day, and interest shall be payable thereon at the Loan Rate during such extension.

This Note and any and all other liabilities and obligations of Maker to Lender, howsoever created, arising, or evidenced, whether now or hereafter existing, are secured, inter alia, by the Mortgage ("*Mortgage*") of even date made by Maker to Lender creating a mortgage lien on certain real property (Subject Property) located in Cook County, Illinois, and commonly known as 133 West Main Street., Lake Zurich, Illinois 60047, and such other documents executed in connection with this Note, including the attached Redevelopment Agreement (said security documents are hereinafter collectively referred to as the "*Loan Documents*"). Reference is hereby made to the Loan Documents (which are incorporated herein by reference as fully and with the same effect as if set forth herein at length) for a legal description of the Subject Property, a statement of the covenants and agreements contained therein, a statement of the rights, remedies, and security afforded thereby, and all other matters therein contained.

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

- (a) The failure by Maker to make payment of principal on the date when any such payment is due in accordance with the terms hereof; or
- (b) The failure by the Maker to perform its obligations under paragraphs 3 through 7 of the Mortgage; or
- (c) The occurrence of any one or more defaults as defined in Article 4 of the Redevelopment Agreement; or
- (d) The sale or other disposition of the Subject Property or all or any portion of Maker's interest in the Subject Property without Lender's consent; or
- (e) The bankruptcy, dissolution, or liquidation of the Maker.

In the case of the occurrence of any Event of Default, the holder or holders hereof shall have the right to elect, without additional notice, to (a) declare the principal balance remaining unpaid under this Note, and all unpaid interest at the Default Rate accrued thereon, immediately due and

payable in full; (b) foreclose the Mortgage securing the payment of the Note; and/or (c) exercise any and all other rights and remedies available at law or in equity or under the Mortgage or the other Loan Documents. Failure to exercise these options shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

If any Event of Default under this Note or any Loan Document shall occur or if suit is filed herein or if proceedings are held in bankruptcy, receivership, reorganization, or other legal or judicial proceedings of the collection hereof, the non-prevailing party promises to pay all costs of collection of every kind, including but not limited to all appraisal costs, attorneys' fees, court costs, and expenses of every kind, incurred by the prevailing party in connection with such collection or the protection or enforcement of any or all of the security for this Note, whether or not any lawsuit is filed with respect thereto.

Maker hereby waives and renounces any and all homestead and exemption rights and any and all redemption rights and the benefit of all valuation and appraisal privileges as against the indebtedness evidenced hereby, or any renewal or extension thereof, waive presentment for payment, protest, and demand, notice of protest, of demand, and of dishonor and nonpayment of this Note, and expressly agree that this Note, or any payment hereunder, may be extended from time to time before, at, or after maturity without in any way affecting the liability of Maker or the Guarantor hereof.

This Note is to be governed and construed in accordance with the laws of the State of Illinois. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

If any provision of this Note or any payments pursuant to the terms hereof shall be invalid or unenforceable to any extent, the remainder of this Note and any other payments hereunder shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent, or associate of Maker or any beneficiary of Maker or of any lessee, operator, concessionaire, or licensee of Maker or any beneficiary of Maker in the conduct of their respective businesses.

All notices permitted or required pursuant to this Note shall be in writing and shall be deemed to have been properly given (a) upon delivery, if served in person or sent by facsimile with receipt acknowledged; (b) on the third (3rd) business day following the day such notice is deposited in any post office station or letter box if mailed by certified mail, return receipt requested, postage prepaid; or (c) on the first (1st) business day following the day such notice is delivered to the carrier if sent via a nationally recognized overnight delivery service (*e.g.*, Federal Express) and addressed to the party to whom such notice is intended as set forth below:

To Lender:

Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047

with a copy to:

Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

To Maker:

Either party may designate a different address for notice purposes by giving notice thereof in accordance with this paragraph; provided, however, that such notice shall not be deemed given until actually received by the addressee.

Time is hereby declared to be of the essence of this Note and of every part hereof.

MAKER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. MAKER HEREBY EXPRESSLY ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT FOR HOLDER TO ACCEPT THIS NOTE AND TO MAKE THE LOAN EVIDENCED HEREBY AND BY THE OTHER LOAN DOCUMENTS.

ALL ACTIONS ARISING DIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS NOTE OR THE LOAN DOCUMENTS SHALL BE INSTITUTED AND LITIGATED ONLY IN COURT HAVING SITUS IN COOK COUNTY, ILLINOIS, AND MAKER AND ALL PARTIES CLAIMING TO OR THROUGH MAKER HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN SAID COUNTY, AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND MAKER, OR ANY ONE OF THEM, HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT ALL SUCH SERVICES OF PROCESS MAY BE MADE BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, DIRECTED TO THE MAKER AT THE ADDRESS INDICATED ABOVE, AND SERVICE SO MADE SHALL BE COMPLETE FIVE DAYS AFTER THE SAME HAS BEEN DEPOSITED IN THE U.S. MAIL AS AFORESAID.

This Note has been made and delivered at Lake Zurich, Illinois, and all funds disbursed to or for the benefit of Maker have been disbursed in Lake Zurich, Illinois.

IN WITNESS WHEREOF, the Maker, Blue Ridge BBQ, Inc., has executed this Mortgage/Note as of the dates set forth below to be effective as of the Effective Date.

Blue Ridge BBQ, Inc., an Illinois corporation

Attest:

By: _____ By: _____
President Secretary

Date: _____, 2020

Exhibit D

Prepared by and return to:

Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047
Attn: Village Manager

MORTGAGE

THIS MORTGAGE IS TO WITNESS that Blue Ridge BBQ, Inc., an Illinois corporation, (the "*Mortgagor*"), **Mortgages and Warrants** to the Village of Lake Zurich, an Illinois municipal corporation (the "*Mortgagee*") the following described real estate in Lake County, Illinois (hereinafter referred to as "*Real Estate*");

Part of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 43 North, Range 10 East of the Third Principal Meridian, commencing at the intersection of the Southeasterly line of Robertson Avenue (Main Street) with the Northerly line of Mionske Drive in Mionske's 2nd Subdivision, moving Northeasterly along the Southeasterly line of Robertson Avenue 110', then Southeasterly 106.9' to a point in the Northerly line of Mionske 153.6' East of said intersection in Lake County, Illinois.

Common address: 133 West Main Street, Lake Zurich, Illinois

Permanent Index Number: 14-20-100-017

together with the improvements on such real estate, all easements, rights and appurtenances to such real estate, and the rents, issues and profits therefrom (all of which is hereinafter referred to as the "*Mortgaged Property*").

THE MORTGAGOR HEREBY COVENANTS AND AGREES:

1. This Mortgage is given to secure the performance and observance of the covenants and agreements herein contained and the payment of the principal sum of _____ Dollars (\$ _____ .00) according to the terms of a

certain Promissory Note (the "Note") of even date herewith executed and delivered by the Mortgagor, payable to the order of the Mortgagee according to the terms of such Note, which are incorporated and made part of this Mortgage by reference;

2. To pay the principal and interest, if any, under the provisions of the Note and to pay all sums hereby secured including all costs of collection, without relief from valuation and appraisal laws and with reasonable attorney's fees;

3. To pay when due all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged Property or any part thereof, upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes;

4. To keep the buildings and improvements now standing or hereafter erected upon the Mortgaged Property and any apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire, windstorm, cyclone, tornado and such other hazards as the Mortgagee may from time to time require;

5. To keep the Mortgaged Property and the improvements thereon in good repair; to neither commit nor suffer waste on the Mortgaged Property; to obtain the written consent of the Mortgagee before demolishing, removing or materially altering any building, structure or improvement now or hereafter upon the Mortgaged Property or before allowing any such building, structure or improvement to be demolished, removed or materially altered; not to commit nor permit any act by which the value of the Mortgaged Property may be impaired; and not to violate nor permit the violation of any law, rule or regulation affecting the Mortgaged Property;

6. To pay all sums, the failure to pay which may result in the acquisition of a lien before the lien of this Mortgage before such a prior lien may attach;

7. To comply with all material terms, provisions, and conditions of the Redevelopment Agreement dated _____, 2020 between the Mortgagor, Blue Ridge BBQ, Inc. and the Village of Lake Zurich, Lake County, Illinois.

8. That, upon any default in the payment of the Note when and as due, or in the performance or observance of any other of the terms, covenants or agreements of this Mortgage or of any other instrument now or hereafter evidencing or securing the Note, then in any such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, or of the legal holder of the Note, become immediately due, with attorneys' fees and without relief from valuation or appraisal laws. And thereupon, or at any time during the existence of any such default, the Mortgagee may foreclose this Mortgage and may enter into possession of the property herein mortgaged and collect the rents, issues and profits thereof, accrued and to accrue, and apply the same on the indebtedness hereby secured or shall be entitled, as of right and without notice, in any

court of competent jurisdiction to the appointment of a receiver to collect such rents, issues and profits under direction of the court. The omission of the Mortgagee to exercise such option shall not preclude the Mortgagee from so doing upon any subsequent default and notice of the exercise thereof is hereby waived.

The property herein mortgaged being in the State of Illinois, this Mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Illinois.

EXECUTED at Lake Zurich, Illinois, on _____, 2020.

Blue Ridge BBQ, Inc.

By:
President

Attest:

Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

On _____ 2020, before me, the undersigned Notary Public, personally appeared _____ and _____, officers of Blue Ridge BBQ, Inc., an Illinois corporation and known to me to be designated agents of the limited liability company that executed the mortgage and acknowledged the mortgage to be the free and voluntary act and deed of the corporation, by authority of statute, its articles of organization, or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this mortgage and in fact executed the Mortgage on behalf of the limited liability company.

Notary Public

My Commission Expires:

LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "*Agreement*") is made and entered into this _____ day of _____, 2020, by and between the Village of Lake Zurich, Lake County, Illinois, a non-home rule municipal corporation of the State of Illinois (the "*Village*") and Blue Ridge BBQ, Inc., an Illinois corporation d/b/a/ Blue Ridge Korean BBQ, (hereinafter referred to as "*Owner*").

WITNESSETH

WHEREAS, the Owner is the titleholder of property legally described on Exhibit A attached hereto which is located at the southeast corner of Mionske Drive and West Main Street and within the triangle as outlined on Exhibit A attached hereto (the "*Owner's Parcel*"); and,

WHEREAS, the Owner has requested that the Village grant to it a non-exclusive license over the property owned by the Village lying outside of the Owner's Parcel along Mionske Drive and West Main Street (the "*Village Property*"); and,

WHEREAS, the Village is prepared to grant the Owner's request to grant a license to use the Village Property subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Owner agree as follows:

1. That the statements and representations set forth in the preambles above are incorporated into and made a part of this Agreement as though fully set forth.
2. The Village hereby grants to the Owner a non-exclusive license to use the Village Property but only so long as the Owner is operating Blue Ridge Korean BBQ at the Owner's Parcel.
3. The Owner hereby agrees to maintain the Village Property at all times so long as this Agreement is in full force and effect, repairing and resurfacing all blacktop surfaces, as needed, keeping the Village Property free of litter and debris, and maintaining all striping as needed in the parking area.

4. The Owner agrees that it will save and shall hold the Village and its officers, agents and employees harmless from all damages, costs, or liabilities or injury to or death of any person or persons or damage to the Village Property, for any cause arising out of the Owner's use of the Village Property unless directly caused by negligence of the Village or its authorized officers, employees or agents.
5. The Village reserves the right to use the Village Property for any lawful purposes which will not interfere, obstruct, or be inconsistent with the Owner's use of the Village Property.
6. The Village reserves the right to cancel this License Agreement in the event the Owner defaults in any of its obligations under this License Agreement; the Owner makes any conveyance of the Owner's Parcel; discontinues the operation of Blue Ridge Korean BBQ at the Owner's Parcel; or, permits any liens or encumbrances to be placed against the Village Property.
7. All rights and obligations of the Owner and the Village respectively, hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns and all terms and conditions herein shall run with the land.

IN WITNESS WHEREOF, the Owner and Village have caused this License Agreement to be executed by their duly authorized officers effective the date and year hereinabove stated.

Village of Lake Zurich, an Illinois municipal corporation

By: _____
Village President

Attest:

Village Clerk

Blue Ridge BBQ, Inc., an Illinois corporation

By: _____
President

Attest:

STATE OF ILLINOIS)
) SS
County of Lake)

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument as _____ the Owner, appeared before me this day in person and, being duly sworn, acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, and that _____ was duly authorized to execute the said instrument.

Given under my hand and seal, this _____ day of _____, 2020.

Notary Public

My Commission expires: _____

VILLAGE OF LAKE ZURICH

Mayor

Attest:

Village Clerk

STATE OF ILLINOIS)
) SS
County of Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that: _____, personally known to me to be the _____ of the Village of Lake Zurich and _____, personally known to me to be the Village Clerk of said Village, 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 Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of said municipal corporation, as their 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 official seal, this _____ day of _____, 2020.

Notary Public

My Commission expires: _____

This document prepared by:

Kathleen Field Orr
Village Attorney
Kathleen Field Orr & Associates
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

Exhibit A

Legal Description

Part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 43 North, Range 10 East of the Third Principal Meridian, commencing at the intersection of the Southeasterly line of Robertson Avenue (Main Street) with the Northerly line of Mionske Drive in Mionske's 2nd Subdivision, moving Northeasterly along the Southeasterly line of Robertson Avenue 110', then Southeasterly 106.9' to a point in the Northerly line of Mionske Drive 153.6' East of said intersection in Lake County, Illinois.

PUBLIC NOTICE
PURSUANT TO 65 ILCS 5/11-74.4-4(c)

POSTED: June 30, 2020

The Corporate Authorities of the Village of Lake Zurich (the "Village"), propose to sell the following property which is currently owned by the Village, said property approximately 0.13 acres in size:

PROPERTY LOCATION, COMMON STREET ADDRESSES AND PINS:

1. 133 West Main Street 1420100017 0.13 acres

ALL IN LAKE COUNTY, ILLINOIS.

in furtherance of the redevelopment objectives of the Downtown TIF District in the Village of Lake Zurich, Illinois. The basic terms of the proposed transaction will include the sale of the property by the Village to a buyer to redevelop the site with a Korean-style BBQ restaurant in the B-2 Business District of the Village of Lake Zurich. This redevelopment project shall be completed within 12 months of purchasing the property.

Any party interested in submitting a purchase proposal, relative to this property, or with questions regarding such a proposal, should contact Roy Witherow, Assistant Village Manager, at 847-540-1758.

Any successful proposal will then require the negotiation of the final terms of a purchase and sale agreement for the real estate that is satisfactory to the Village.

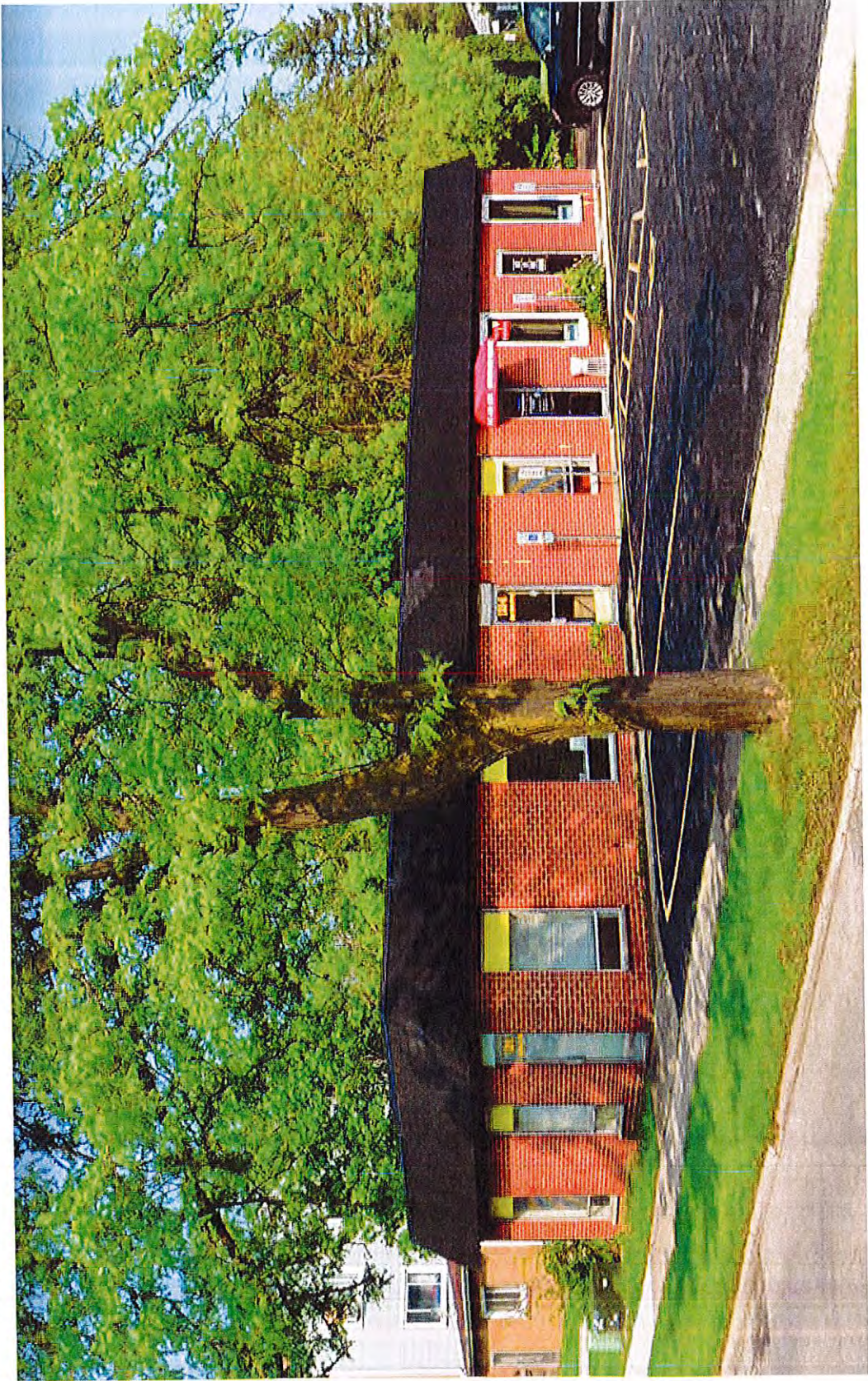
Any proposals should be submitted to the Village no later than April 11, 2020 at 4:30 p.m.

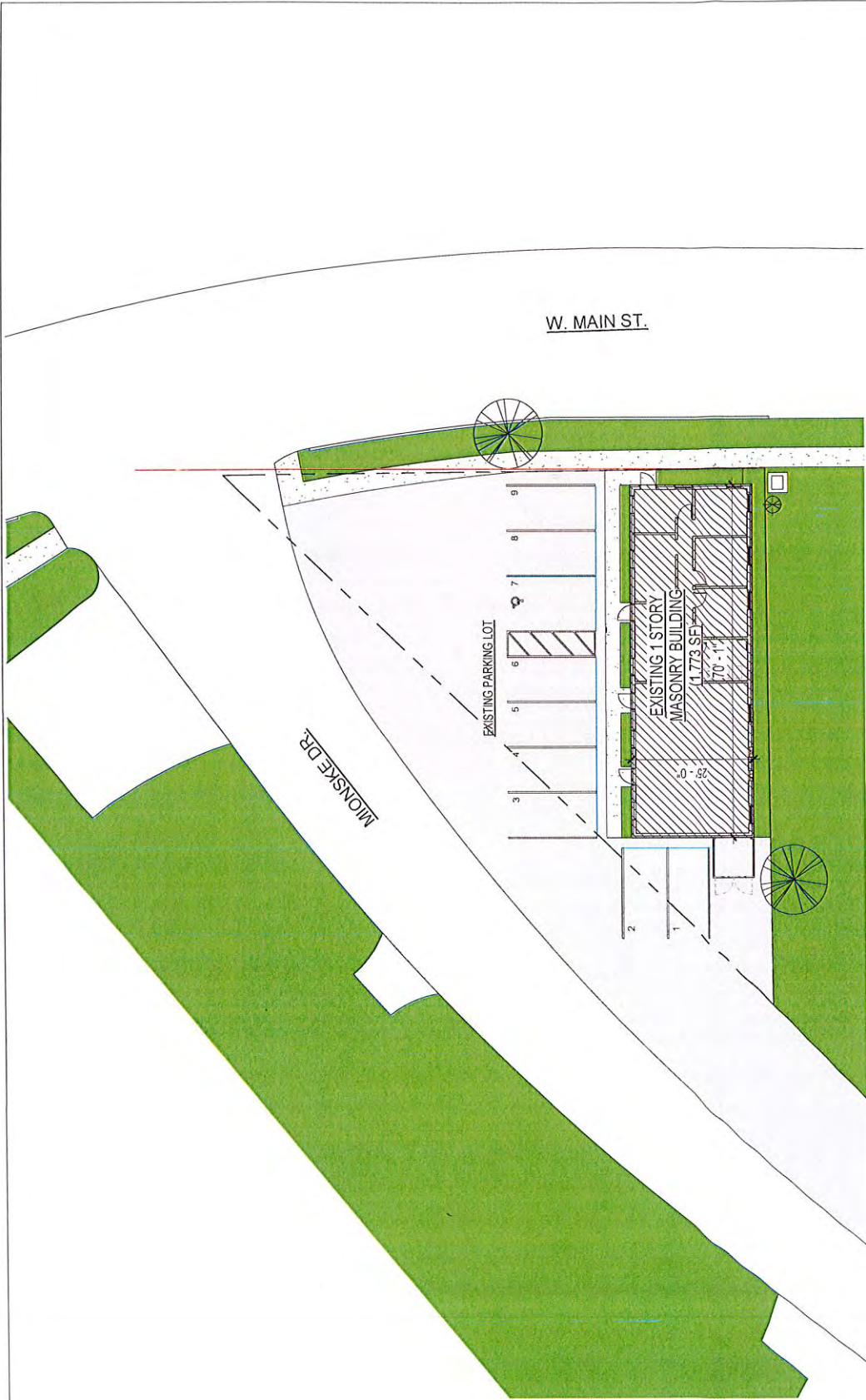
Village of Lake Zurich

Roy Witherow
Assistant Village Manager



133 W. Main St.





1

SITE PLAN - EXISTING
SCALE: 1" = 20'-0"

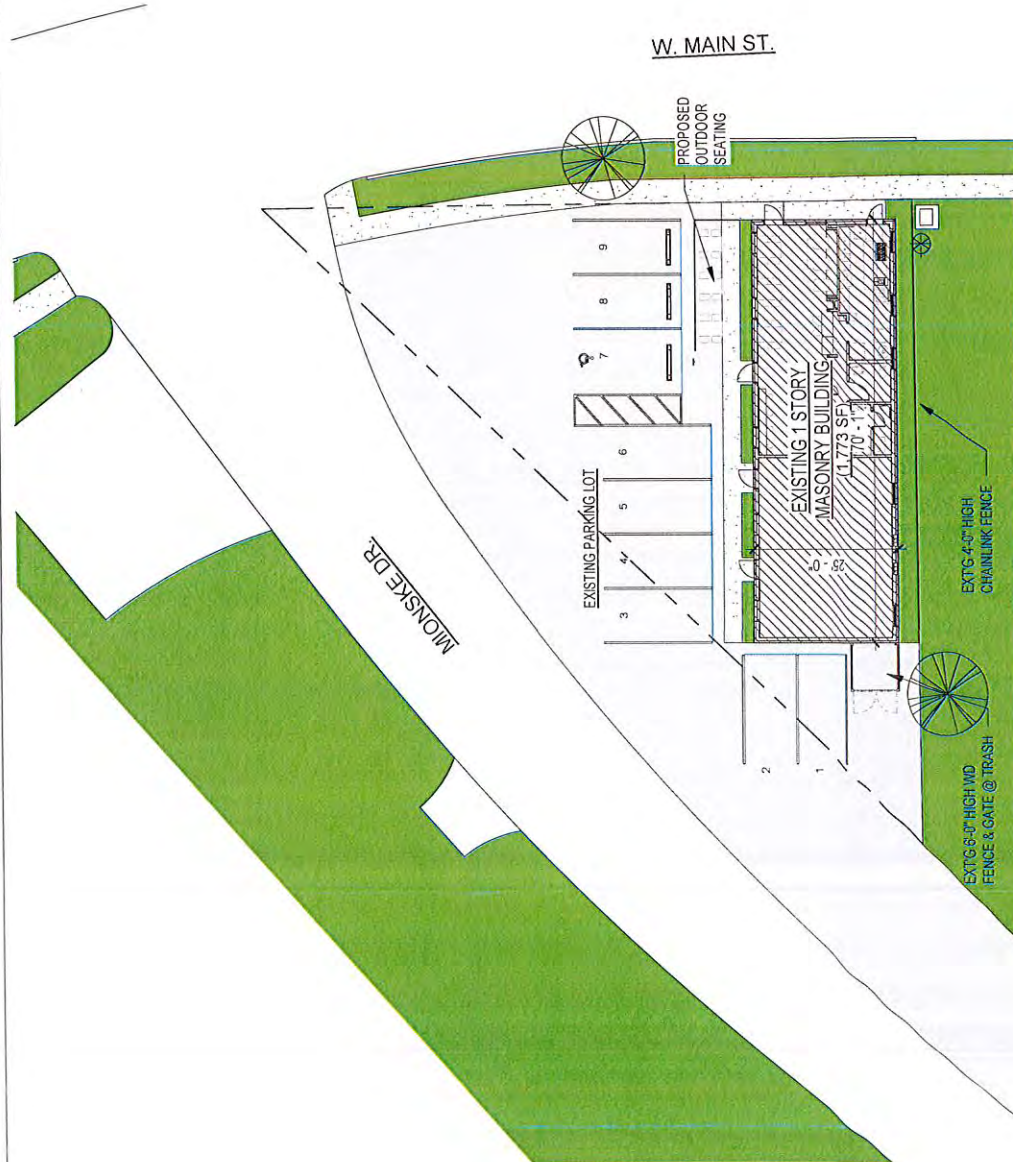


SK-01

07/11/20

Jinsu Bae Architecture

Korean BBQ
133 W. Main St., Lake Zurich, Illinois 60047

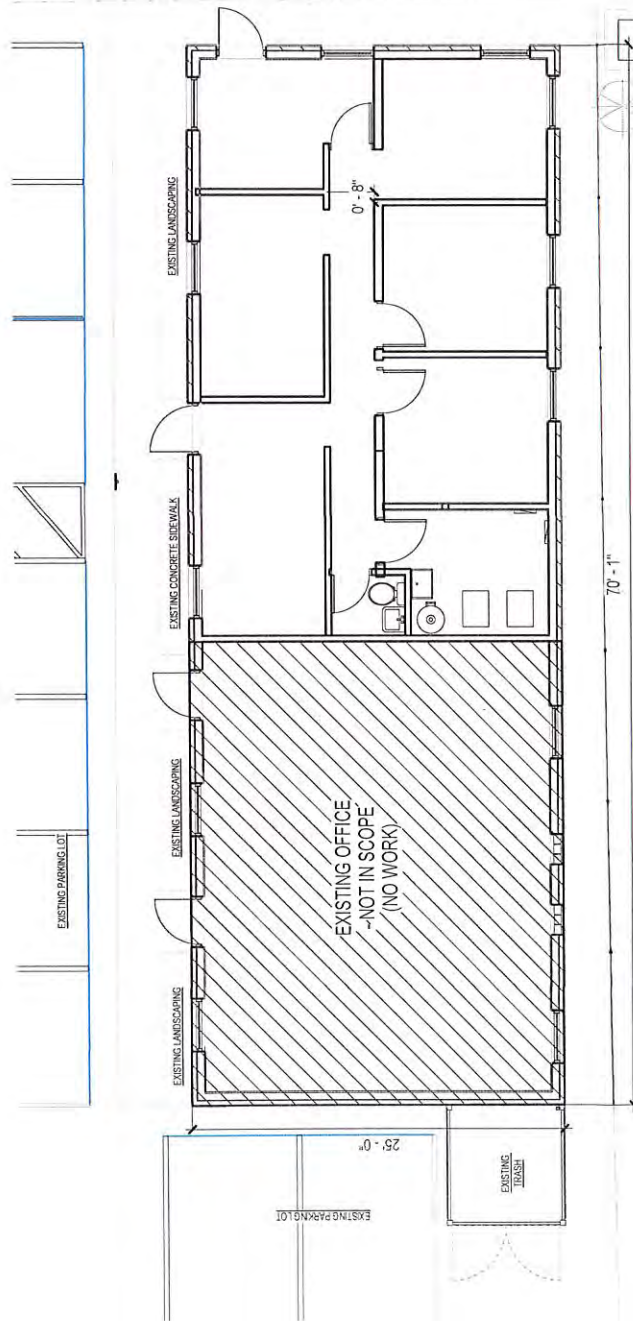


BUILDING / ZONING DATA - 133 W. MAIN ST., LAKE ZURICH	
1. Lot Area	5,858 SF (0.13 ACRE)
2. Minimum Lot Area (9-4-10-B.1)	N/A
3. Zoning District	B-2 (Central Business District)
4. Occupancy Type (IBC 2012 Section 303.1)	B (Restaurant)
5. Construction Type (IBC 2012 Table 601)	VB (No Sprinklers)
6. Maximum Building Height (9-4-10-A)	35 feet / 3 story 25 feet (Accessory Structure)
Existing Building Height	12.9 feet / 1 story
7. Minimum Lot Width (9-4-10-B.2)	N/A
Existing Lot Width	110 feet
8. Minimum Yards (9-4-10-C)	N/A
a. Front and corner side Required	feet
b. Front and corner side Existing	N/A
c. Side Required	11 feet North feet South
d. Side Existing	N/A
e. Rear Required	feet
f. Rear Existing	1.00
9. F.A.R. allowed (9-4-10-D.3)	0.30
F.A.R. Existing	5,858 SF
10. Maximum Building Area Allowed	
Building Area - Existing	900 SF
Restaurant - Proposed	772 SF
Existing Office	1,752 SF
TOTAL	1,752 SF (for F.A.R.)
11. Minimum Landscape Surface Area (9-4-10-E)	N/A
Landscape surface area Existing	6% Existing (345 SF)
12. Parking Required (9-10-1-F-2a(4) & 9-10-1-F-2d)	
Restaurant 1 space / 5 person	9 (30 + 12 Outdoor)
Office (Existing): 1 space / 3000SF	3
8' x 20' (18') (Title 10-6-20 E.2)	12 Total
Parking Existing	9 spaces (1 H.C.)
13. Loading Required	N/R
Loading Existing	-

N/R: Not Required
N/A: Not Applicable

1 SITE PLAN - PROPOSED
SCALE: 1" = 20'-0"





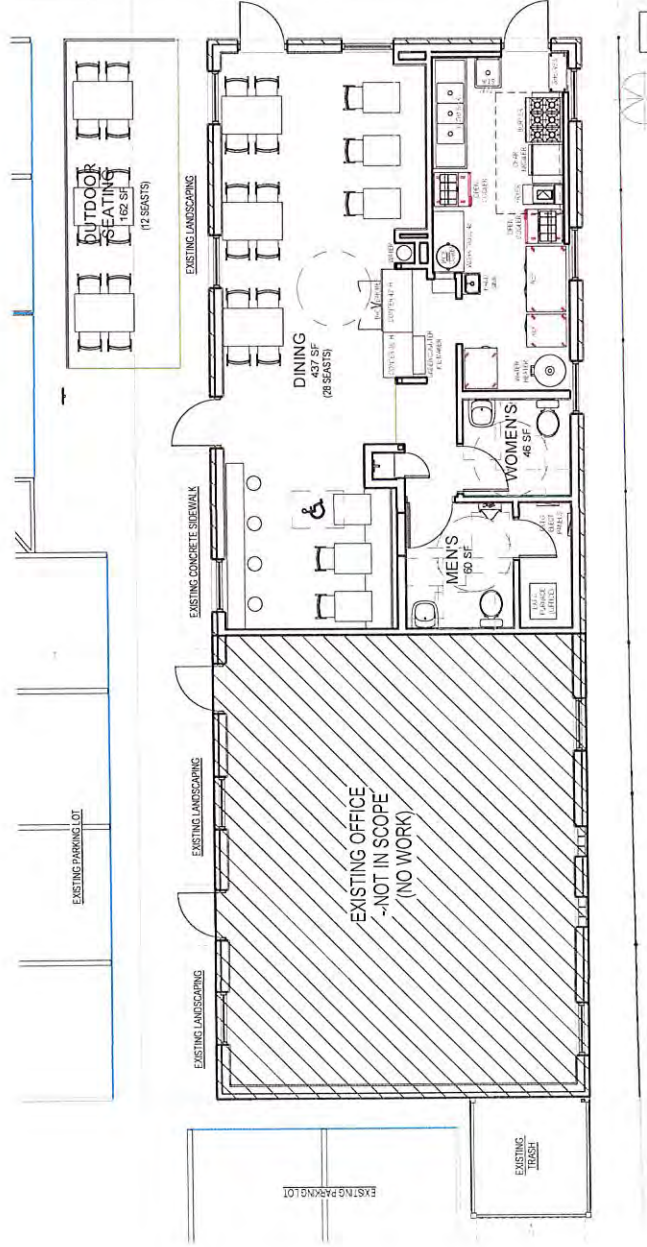
1 GROUND FLOOR - EXISTING
 SCALE: 1/8" = 1'-0"

SK-03

07/11/20

Korean BBQ
 133 W. Main St., Lake Zurich, Illinois 60047

Jinsu Bae Architecture



1 GROUND FLOOR - PROPOSED

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

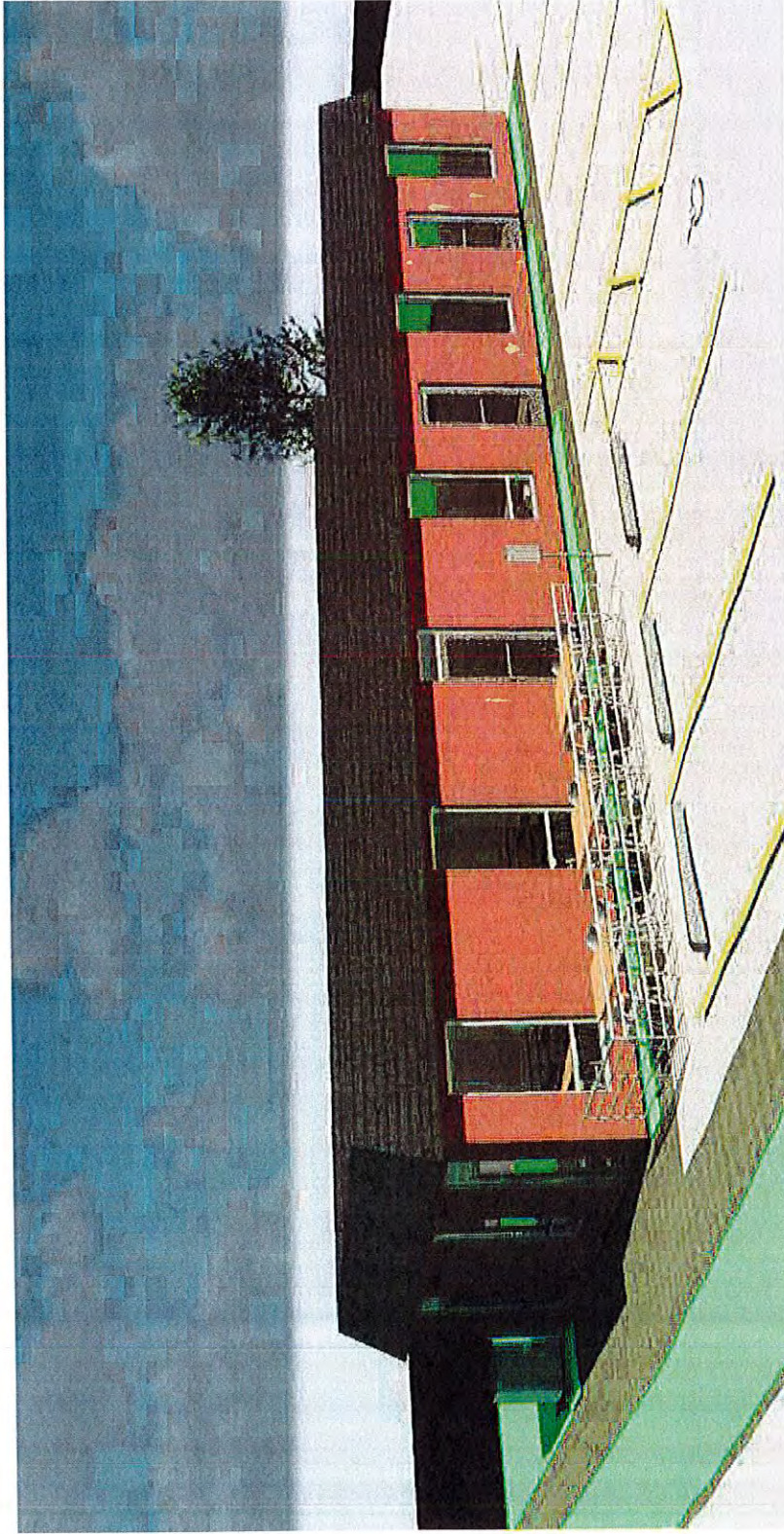


SK-04

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PERSPECTIVE VIEW - LOOKING FACADE (Looking East)

SK-05

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