

VILLAGE OF ANTIOCH

ORDINANCE NO. 18-01-03

***AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT FOR A TRACTOR SUPPLY RETAIL SITE***

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

January 8th, 2018

**Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this 9th day of January, 2018**

LAWRENCE M. HANSON

President

JERRY JOHNSON

Trustee

LORI K. ROMINE

Clerk

MARY DOMINIAK

Trustee

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SCOTT A. PIERCE

Trustee

ED MACEK

Trustee

JAY JOZWIAK

Trustee

ORDINANCE NO. 18-01-03

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
DEVELOPMENT AGREEMENT FOR A
TRACTOR SUPPLY RETAIL SITE**

WHEREAS, the Village previously entered into a contract with R.A. Wilson Enterprises, Inc., an Arkansas corporation which has subsequently assigned its rights in the contract to AntiochT, LLC ("Developer") to sell it a parcel of land to be developed as a Tractor Supply retail site, and

WHEREAS, the Developer has since conducted due diligence on the parcel which has disclosed certain potential impediments to development, and

WHEREAS, the Mayor, Administrator and Village Attorney have negotiated with the Developer to arrive at a proposed Development Agreement which is intended to provide a means to overcome those potential impediments and allow the development of the site as intended, while ensuring that the overall plan of development of the Boylan parcel through establishment of a TIF district is preserved, and

WHEREAS, the Village Board finds that the draft Development Agreement attached as Exhibit A hereto is in form and substance proper and in the best interest of the Village and its taxpayers, and that the said Agreement should be executed,

NOW THEREFORE, BE IT ORDAINED by the Village of Antioch, Lake County, Illinois, as follows:


SECTION ONE: The Mayor, Administrator, Clerk and Village Attorney are authorized and directed to execute the Exhibit A Development Agreement and to take all steps necessary to comply therewith.

SECTION TWO: The Administrator, Mayor, Clerk and Village Attorney are further directed and authorized to execute any and all documents necessary or helpful in moving this transaction through to closing, construction and completion.

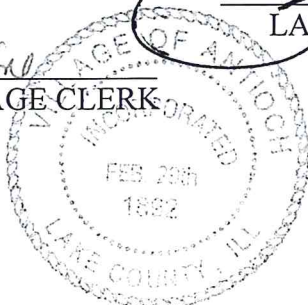
SECTION THREE: This Ordinance shall take effect immediately upon passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,
ON THIS 8th DAY OF JANUARY, 2018.

ATTEST:


LORI K. ROMINE, VILLAGE CLERK


LAWRENCE M. HANSON, MAYOR



STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

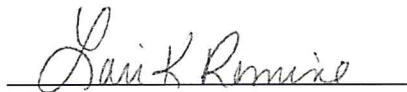
CERTIFICATE

I, Lori K. Romine, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on January 8, 2018, the Corporate Authorities of such municipality passed and approved Ordinance 18-01-03 entitled "An Ordinance AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT FOR A TRACTOR SUPPLY RETAIL SITE" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 18-01-03 including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on January 9, 2018 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 9th day of January, 2018



Lori K. Romine, Village Clerk



**DEVELOPMENT AGREEMENT FOR A TRACTOR SUPPLY RETAIL SITE IN THE
VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into this ____ day of _____, 2017, by and between the Village of Antioch, Lake County, Illinois, an Illinois non-home rule municipal corporation (the “**Village**”) and AntiochT, LLC (the “**Developer**”). The Village and Developer, each a “**Party**.”

PREAMBLES:

WHEREAS, the Village is a non-home unit of local government organized under the laws of the State of Illinois and as such has authority to promote the health, safety and welfare of the Village and its citizens; authority to encourage private investment in business and commercial areas in order to enhance the tax base of the Village and other affected taxing districts and jurisdictions, including the State of Illinois and its political subdivisions, and to provide employment opportunities; authority to ameliorate blight; and, authority to enter into contractual agreements with nongovernmental persons to achieve these purposes; and

WHEREAS, the Village has identified certain areas within its municipal boundaries where there is a need for economic assistance in order to address the extraordinary measures which must be undertaken to accomplish private investment and make the development and redevelopment of such areas economically viable; and

WHEREAS, the Village purchased certain lands from the Boylan family, and subsequently received additional lands adjacent thereto, all of which are generally located in a more or less triangular area bounded roughly by Illinois Route 173 on the north, Illinois Route 83 on the west and Grimm Road on the south, which lands include an aggregate total of approximately 50 acres and which are collectively described herein as “**the Boylan Parcel**”; and

WHEREAS, on or about May 8, 2017, the Village entered into a contract (the “**Contract**”) with R.A. Wilson Enterprises, Inc. which subsequently assigned all its rights and interest to an affiliated company which is identified herein as the Developer to sell it approximately three acres of land within the Boylan Parcel located on the northeast corner of Grimm Road and Illinois Route 83, subject to due diligence rights and other material terms, and a true copy of the Contract, as amended, is attached as Exhibit A hereto; and

WHEREAS, since entering into the Contract, which has been amended and extended, the Developer has conducted due diligence and has reached certain conclusions as to the suitability of the site for its purposes, as well as the overall costs that it can feasibly expend in development of the site and construction, while still delivering a viable commercial space to the intended end user of the property, i.e., Tractor Supply Company (“TSC”), briefly described as a retail seller of farm, ranch, lawn and garden equipment and supplies (the “Tractor Supply Development Project” or the “Project”); and

WHEREAS, the Village agrees that the end user will be a good fit for this site, and will constitute a welcome addition to the Village’s retail and commercial offerings; and

WHEREAS, the Developer has raised objections to certain standard provisions set forth in the Village’s ordinances and policies relating to land development, including, but not limited to the expense of improving Grimm Road, the need for wetlands abatement on the site, impact fees and the like; and

WHEREAS, the Village wishes to reach certain agreements with the Developer in recognition of the added value of the planned development and the ultimate siting of Tractor Supply in this location; and

WHEREAS, the Village is formulating an overall concept plan for the Boylan Parcel which is intended to include the complete reconstruction of Grimm Road, development of centralized water retention storage and other important public infrastructure projects; and

WHEREAS, the Developer has, at most, a very limited need for any access through Grimm Road to the site since it fronts upon Illinois Route 83 and has more than ample access to vehicle traffic as a result, but the Village has a significant need to improve Grimm Road as the same will serve to relieve congestion and improve safety around the critical intersection of Illinois Routes 83 and 173; and

WHEREAS, the reconstruction of Grimm Road and the other infrastructure improvements on the Boylan Parcel will require significant sums that the Village does not have available from existing revenues and resources, but will require the establishment of a TIF redevelopment project area which will include all of the Boylan Property, including the site under contract to the Developer; and

WHEREAS, the Developer would not be able to contribute the funds ordinarily required of developers toward the improvements of Grimm Road and still develop the parcel, and as such, has indicated that if agreement cannot be reached on releasing it from those obligations, it will exercise its due diligence rights and void the Contract; and

WHEREAS, among other powers and authority, the Village has the authority to expend funds for economic development that the Village deems necessary or desirable for the promotion of economic development within the Village, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5 (the "Illinois Municipal Code"); 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

Village's authority and powers as a non-home rule unit and the Local Government Debt Reform Act of the State of Illinois, 30 ILCS 350/1, *et seq.*, as from time to time amended (the "**Debt Reform Act**"), the Corporate Authorities were and are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "blighted vacant area" as defined in Section 11.74.4-3(a) of the TIF Act; and

WHEREAS, as provided by the TIF Act, the redevelopment by the Village of the proposed Boylan Property Redevelopment Project Area (the "**Redevelopment Project Area**"), is anticipated to be designated a "blighted vacant area," and is likely to be determined by the Village to be hampered by chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency, along with inappropriate platting, nonexistent or archaic roads, sewers and water lines and other material defects rendering the same seriously challenged in terms of redevelopment; and

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities are empowered to designate the Redevelopment Project Area as a "Redevelopment Project Area" (as that term is defined under the TIF Act) and adopt tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities anticipate determining that the blighting factors which are readily observed in the Redevelopment Project Area are detrimental to the public and impair development and redevelopment of the Property, with the result that it is necessary to incur extraordinary costs in order to see the Redevelopment Project Area utilized, developed and redeveloped for purposes benefiting the Village. It is also anticipated that it will be found that

the blighting factors in the Redevelopment Project Area will impair growth and redevelopment but for the benefit of the TIF Act and the use of tax increment allocation financing must be incurred to implement a program of development and redevelopment; and

WHEREAS, the Village and the Developer have negotiated and agreed to the Term Sheet as **Exhibit “B”** attached hereto and made a part hereof, including all defined terms therein and all exhibits thereto (the “**Term Sheet**”) setting forth the details of the Project and the lawful economic incentives to be provided by the Village to the Developer and the obligations of the Developer to the Village which must be fulfilled in order to receive such economic incentives; and

WHEREAS, the Developer warrants that without the financial assistance under the terms and conditions set forth in the Term Sheet, the Developer would not proceed with the land purchase and construct the buildings and other site improvements for the Tractor Supply store.

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

ARTICLE 1. INCORPORATION OF RECITALS

The foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1. Terms not otherwise defined herein are to be defined as set forth in the Term Sheet.

ARTICLE 2. MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and in the Village’s case, the adoption of such ordinances or resolutions), as may be necessary or appropriate, from time to time, to carry

out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

**ARTICLE 3.
TRACTOR SUPPLY DEVELOPMENT PROJECT**

Section 301. Development Plan.

(a) The Developer agrees and covenants that the Project will consist of the components set forth in the Term Sheet, and meeting the requirements of this Agreement.

(b) The President and Board of Trustees shall take such actions as are necessary to approve the Tractor Supply Development Project in accordance with the terms of this Agreement.

(c) In accordance with the Term Sheet, upon execution hereof, the Developer shall submit site plans and other related materials to secure final zoning approvals for the Tractor Supply Development Project, shall proceed with the purchase of the land in accordance with the Contract and shall secure the necessary building permits for all labor, improvements and materials to construct the commercial and retail improvements described herein (collectively the “**Work**”).

(d) The Developer shall thereafter cause its general contractor to construct the Tractor Supply Development Project in all material respects in accordance with the Site Plan attached as Exhibit C hereto and the terms and conditions of this Agreement.

Section 302. Construction Commencement and Completion.

(a) Developer estimates it will commence site work for the Project on or before May 1, 2018, and will use commercially reasonable efforts to complete the Project on or before October 30, 2018.

(b) The Developer, at its expense, will be solely responsible for all expenses incurred in planning, designing and constructing the buildings and appurtenant structures on the site it is purchasing from the Village under the Contract.

ARTICLE 4. VILLAGE ASSISTANCE

Section 401. Type and Amount of Village Assistance. The Village Assistance shall consist of the obligations of the Village set forth on the Term Sheet.

Section 402. No Individual or Personal Liability. Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered in this Article IV are made on behalf of the Village, and the Village President, Trustees or other Village officials and its agents are not making such representations personally, are not parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

ARTICLE 5. SPECIAL COVENANTS OF THE DEVELOPER

Section 501. Indemnification of Village. Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "**Losses**") pursuant to any federal, state and local laws including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Developer's use and access to the Property, any tests or surveys conducted by the Developer, and the construction of the Tractor Supply Development Project,

including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's or worker's activities at the Property or in accordance with the Tractor Supply Development Project. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Developer, Developer shall at all times be held solely responsible to all persons on the Property present there because of the Tractor Supply Development Project. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Developer and the workers have, or may have, arising out of the Tractor Supply Development Project, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees. It is acknowledged and understood by the parties to this Agreement that Developer's indemnity set forth herein is limited to damages during the pre-development work, development work and construction phase of the Tractor Supply Project, and Developer shall have no obligations of indemnity for damages which

occur after completion of construction of the Tractor Supply Project and acceptance thereof by TSC. Upon acceptance by TSC, Developer will provide a copy of such written acceptance by TSC to the Village.

Section 502. Insurance. At all times during the Work, the Developer shall provide such insurance certificates to the Village as the Village shall require pursuant to its Ordinances and the applicable building codes.

Section 503. Developer Responsible for All Utility Relocation. The Developer agrees that it will pay all utility relocation fees or any fees imposed with respect to the Tractor Supply Development Project, if any.

Section 504. Operation of the Project. The parties recognize that the Developer is solely responsible for the operation of the Project, and that the Village is not undertaking any responsibility therefore by entering into this Agreement or in another other way. Neither does the Village accept or undertake any supervisory capacity whatsoever in connection with the Work.

ARTICLE 6. REMEDIES FOR BREACH OF AGREEMENT

Section 601. Remedies for Default. In the case of an Event of Default hereunder:

(a) The defaulting Party shall, upon written notice (in accordance with the provisions of Section 804 of this Agreement) from the non-defaulting Party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within sixty (60) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after

receipt of such notice, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach.

(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, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

(c) In the case of an Event of Default by Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the Village shall be relieved of its future obligations with respect to the Project under this Agreement for as long as the Event of Default for the Project is continuing, including but not limited to its obligation to make payments to Developer on the Note associated with the Project.

(d) In the case of an Event of Default by the Village and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer shall be relieved of its obligations under this Agreement if it so elects, and the Developer shall have the right, if it so elects, to terminate this Agreement.

Section 602. No Waiver by Delay or Otherwise. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this

Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way.

Section 603. Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

Section 701. Developer's Representations and Warranties. As inducement for the Village to enter into this Agreement, the Developer represents and warrants that:

(a) It is duly organized and validly existing as a limited liability company under the laws of the State of Arkansas. The Developer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has been duly executed and delivered by authorized officers of the Developer and is legally binding upon and enforceable against the Developer in accordance with its terms, subject in each case to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar law affecting creditor's rights generally and to general principles of equity.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action.

(c) The Developer will have funds at times and in an amount not less than that required to complete construction of the Tractor Supply Development Project pursuant to the Construction Plans and shall provide adequate working capital for the Work.

Section 702. Village Representations and Warranties. The Village represents and warrants that:

(a) The Village is a non-home rule municipal corporation under the laws of the State of Illinois with power and authority under the Illinois Municipal Code and the TIF Act to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

(b) There is no action, suit or proceeding pending, or to the knowledge of the Village threatened, against or affecting the Village, at law or in equity, or before any governmental authority which, if adversely determined, would impair the Village's ability to perform its obligations under this Agreement.

(c) All actions of the President and Board of Trustees of the Village required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with law and the officers of the Village signing this Agreement have been duly authorized to execute this Agreement on behalf of the Village.

ARTICLE 8. GENERAL PROVISIONS

Section 801. Use of TIF Funds. Any funds derived from incremental real estate taxes in connection with the Redevelopment Project Area shall be used by the Village for such lawful purpose as may be directed by the Corporate Authorities, without any claim thereon by the Developer.

Section 802. Entire Agreement; Successors and Assigns; Amendments. This Agreement, and the Exhibits attached to it contain the entire agreement between the Parties in connection with these transactions, and there are no oral or parole agreements, representations or inducements existing between the Parties relating to these transactions which are not expressly

set forth in this Agreement and covered by this Agreement. This Agreement may not be modified except by a written agreement signed by all of the Parties or their successors in interest, and in the case of the Village, shall require the adoption of an ordinance or resolution by the President and Board of Trustees of the Village approving such amendment. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement, their respective heirs, legal representatives, administrators, successors, successors in interest and assigns.

Section 803. Governing Law; Interpretation; Partial Invalidity. This Agreement shall be governed by the laws of the State of Illinois. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs or articles of this Agreement nor in any way affect this Agreement. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portions of the applicable provision.

Section 804. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted to be given under this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if by messenger or overnight delivery, on the date of transmission if transmitted via facsimile during normal business hours (9:00 a.m. to 5:00 p.m.), or as of the third (3rd) day from and including the date of posting, if deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows (or to such other address as may be designated from time to time by either Party by written notice to the other):

If to the Developer:	Rick Wilson AntiochT, LLC 1820 Central Ave. Suite B Hot Springs, AR 71901 rickw@wilent.net
With a copy to:	Larry Yancey larryy@wilent.net
If to the Village:	James Keim, Village Administrator Village of Antioch 874 Main Street Antioch, IL 60002 Tel: (847) 395-1000 Email: jkeim@antioch.il.gov
With a copy to:	Robert J. Long, Esq. Daniels, Long & Pinsel, LLC 19 North County Street Waukegan, IL 60085 Tel: (847) 623-5900 Fax: (847) 623-1767 Email: rlong@dlplawyers.com

Section 805. Recourse. Except as provided in this Agreement, no monetary recourse under or upon any obligation, covenant or agreement contained in this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the officers, members, agents and employees of either Party for any reason. Except as provided in this Agreement, no liability, right or claim at law or equity shall attach to and be incurred by the officers, agents and employees of either Party by and through any of the terms contained in this Agreement.

Section 806. Municipal Limitation. All commitments or obligations of the Village undertaken pursuant to this Agreement shall be limited to the extent that such obligations are within its powers as a municipal corporation.

Section 807. Costs. Any cost and expense incurred by either Party with regard to the preparation of this Agreement shall be borne exclusively by such Party with no right to reimbursement from the other except as provided in this Agreement.

Section 808. Recording. The Parties agree that a memorandum relative to the Agreement may be recorded by the Developer, at its cost, with the Lake County Recorder's Office after execution thereof by the Parties.

Section 809. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever.

Section 810. Counterparts. This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

Section 811. Authority to Execute. Each signatory on behalf of a Party to this Agreement warrants and represents that he or she is a duly authorized representative of that Party, with full power and authority to agree to this Agreement, and all terms herein, on behalf of that Party.

Section 812. Exhibits. The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

EXHIBIT A – Contract
EXHIBIT B – Term Sheet, including all exhibits thereto
EXHIBIT C – Site Plan

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of _____, 2017.

VILLAGE OF ANTIOCH, Lake County,
Illinois, an Illinois municipal corporation

Attest:

By: _____
Village President

Village Clerk

(Village Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On _____, 2017, Lawrence M. Hanson, as Village President, and Lori K. Romine, as Village Clerk, of the Village of Antioch, Lake County, Illinois, a municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of the Village of Antioch, Lake County, Illinois, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

SEPARATE SIGNATURE PAGE

FOR ANTIOCHT, LLC

AntiochT, LLC

By: _____
Its Duly Authorized Officer

STATE OF ARKANSAS)

)

COUNTY OF _____)

On _____, 2017, _____, as _____, of AntiochT, LLC, an Arkansas limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2017.

Notary Public

My Commission Expires: _____

EXHIBITS TO AGREEMENT

Exhibit A	The Contract
Exhibit B	Term Sheet, including all exhibits thereto
Exhibit C	Site Plan

EXHIBIT A
THE CONTRACT

REAL ESTATE CONTRACT

WHEREAS, the Village of Antioch, Illinois ("Seller"), owns certain real estate in Lake County, Illinois; and

WHEREAS, R.A. Wilson Enterprises, Inc., an Arkansas corporation ("Buyer"), is interested in purchasing that certain real estate owned by Seller; and

WHEREAS, Seller and Buyer wish to enter this contract for the sale and purchase of such commercial real estate.

NOW, THEREFORE, FOR ADEQUATE AND FULL CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE.

- (a) Buyer acknowledges that Seller owns a tract of undeveloped commercial real estate of approximately 3.71 acres located at the intersection of State Highway 83 and West Grimm Road in Lake County, Illinois, as described on Exhibit A ("the Target Property") that Buyer wants to purchase and Seller wants to sell. The size and placement of the Target Property will be substantially similar to the Preliminary Site Plan attached as Exhibit B hereto which may be modified during Buyer's due diligence, and the final size and placement of the Target Property will be determined by a Survey [as defined in Section 5 (a) below]. Accordingly, Seller hereby agrees to sell and Buyer hereby agrees to purchase the Target Property in accordance with the terms of this Contract.
- (b) Seller shall also grant Buyer commercially reasonable easements as necessary for the intended usage of the Target Property specifically including, but not limited to the following (collectively, the "Easements") easement(s) for utilities. Seller acknowledges that the Easements as described herein are critically important to Buyer's intended use of the Target Property and constitute a material portion of Seller's obligations herein.
- (c) The Effective Date of this contract will be as set forth in Section 20 below. All exhibits attached and referred to in this Contract are incorporated herein for all purposes. Upon Buyer's acceptance and delivery of the Survey of the Target Property and the Easements, the metes and bounds descriptions contained thereon shall be the description of the Target Property and the Easements for purposes of this Contract and shall be attached as Exhibit A-1.

2. PURCHASE PRICE. Buyer shall pay Seller at the Closing (as defined below) in readily available funds the sum of FOUR HUNDRED TWENTY NINE THOUSAND NINE HUNDRED DOLLARS (\$429,900) for the Target Property (the "Purchase Price"), according to the terms and conditions set forth herein.

3. EARNEST MONEY. Within 3 business days of the Tenant Approval Date as set forth in Section 10 (b) below, Buyer shall deposit the sum of FIVE THOUSAND DOLLARS AND

00/100 (\$5,000.00) (the “**Earnest Money**”) (“**EM Deposit Date**”) as an earnest money deposit to be applied to the Purchase Price and disbursed in accordance with the terms and conditions of this Contract. The Earnest Money shall be held in an account with Trustmark Title Company in Oklahoma City, Oklahoma as Escrow Agent [ATTN: Pam Craig]. Upon receipt of the Earnest Money, Escrow Agent will provide written notice to Seller and Buyer of the same. Such Earnest Money deposit will be refundable to Buyer until the conditions and contingencies described in Section 10 have been satisfied or otherwise removed in writing by Buyer.

4. **SELLER’S DELIVERABLES.** As an integral element of this contract, Seller, at its expense, will deliver to Buyer the following:

- (a) At Closing, good, insurable, and indefeasible fee simple title to the Target Property by a warranty deed, subject only to the Permitted Exceptions (as defined in Subsection (b) below, and the rights of ingress and egress over and across Seller’s property adjoining the Target Property as depicted in the Easements;
- (b) Within TEN (10) days of the Effective Date, a preliminary commitment of title insurance for an ALTA Owner’s Policy of Title Insurance (the “**Title Policy**”), in an amount equal to the Purchase Price will be issued by a national title insurance underwriter as chosen by Buyer and coordinated with Trustmark Title Company in Oklahoma City, Oklahoma (“**Title Company**”). Title Company and/or its affiliates shall be responsible for the closing of the transaction for the sale of the Target Property and for the issuance of the Title Policy;

Buyer shall have a period of time (the “**Title Review Period**”) commencing on the EM Deposit Date and ending TEN (10) business days thereafter in which to notify Seller in writing of any objections Buyer has to any matters shown on the title commitment. All objections raised by Buyer in the manner herein provided are hereafter called “**Objections**”

Seller shall have the option, but not the obligation, to remedy or remove all Objections (or agree irrevocably in writing to remedy or remove all such Objections at or prior to Closing) during the period of time (the “**Cure Period**”) ending on the TWENTIETH (20th) day after Seller’s receipt of Buyer’s notice of such Objections. Except to the extent that Seller cures, or agrees in writing to cure, such Objections during the Cure Period, Seller shall be deemed to have elected not to cure such matters. In the event Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of any Objections (or agree irrevocably to do so at or prior to Closing) within the Cure Period, then either (i) this Contract may be terminated in its entirety by Buyer giving written notice to such effect during the period of time (the “**Title Objection Termination Period**”) ending on the FIFTH (5th) business day following the end of the Cure Period, whereupon the Escrow Agent shall return the Earnest Money to Buyer, and neither party shall have any further rights or obligations hereunder, except as specifically set forth in this Contract; or (ii) any such Objection may be waived by Buyer, with Buyer to be deemed to have waived such Objection if notice of termination is not given within the Title Objection Termination Period.

Any title encumbrances or exceptions which are set forth in the title commitment or the Survey and to which Buyer does not object within the Title Review Period (or which are



thereafter waived or deemed to have been waived by Buyer) shall be deemed to be permitted exceptions ("**Permitted Exceptions**") to title to the Target Property.

- (c) Within TEN (10) days of the Effective Date, Seller shall cause the Title Company, at Seller's expense, to deliver to Buyer tax certificates on the Property (Buyer authorizes Seller or Title Company to E-mail such documents to Buyer at the E-mail address indicated in Section 17 below);
- (d) Within 10 days of the Effective Date, a standard Property Disclosure in the form approved, and addressing all the items required, by the Illinois Real Estate Commission or, if there is no such form, then in form and substance acceptable to Buyer (Buyer authorizes Seller to E-mail such documents to Buyer at the E-mail address indicated in Section 17 below);
- (e) Within 10 days of the Effective Date, copies of the following that Seller has in its possession (if any) surveys, soils reports, geo-technical reports, environmental assessments, plats, engineering reports, zoning designations, and plans for utilities that relate to or affect the Property (Buyer authorizes Seller to E-mail such documents to Buyer at the E-mail address indicated in Section 17 below);
- (f) At Closing, Title Company shall irrevocably commit to issuing the Title Policy with necessary endorsements to Buyer dated as of the Closing Date, insuring Buyer's indefeasible fee simple title to the Target Property, subject only to the Permitted Exceptions, and easements acceptable to Buyer.
- (g) Seller hereby grants to Buyer, its agents, employees, representatives and contractors, effective as of the Contract Date, reasonable access to the Property for the purpose of performing its inspections, reviews and other investigations during the Due Diligence Period.

5. **BUYER'S DELIVERABLES.** As an integral part of this Contract, Buyer, at its expense, will deliver to Seller the following:

- (a) Within SIXTY (60) days of the Effective Date, Buyer will cause to be prepared at Buyer's expense and furnished to Seller and the Title Company a survey of the Target Property and existing easements (the "**Survey**") prepared by a competent surveyor selected by Buyer. The Survey shall satisfy the requirements of an ALTA/ACSM survey of the Target Property and the easements ;
- (b) At Closing, readily available funds for the remaining balance of the Purchase Price after transfer to Seller of the Earnest Money.
- (c) Buyer's inspections may include (without limitation) boring and testing the subsurface of the Target Property for purposes of performing geotechnical investigations and such additional environmental assessments as Buyer determines to be necessary or advisable in evaluating the Target Property. In the event any such borings are performed, Buyer agrees that after completing

such inspections, Buyer will promptly return the Target Property to the condition that existed prior to such borings.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement for Buyer to enter this contract, Seller hereby represents and warrants to Buyer that:

- (a) To the best of Seller's knowledge, the Target Property has not been the subject of a denied zoning application or other use permit to allow the use of the Target Property as a single tenant retail store ;
- (b) There are no actions, suits, liens, or proceedings in a court or before a regulatory body pending or threatened against or affecting the Target Property;
- (c) To the best of Seller's knowledge there are no underground storage tanks on the Target Property nor have any underground storage tanks been removed from the Target Property;
- (d) Seller (i) has not permitted, caused or suffered any generation, manufacture, transportation, treatment, storage, handling, disposal, release or discharge of any hazardous wastes (as defined in 42 U.S.C. § 6901-§ 6987) or hazardous substances (as defined in 42 U.S.C. 9601) or petroleum and/or petroleum by-products, at or affecting the Target Property except in compliance with all laws, (ii) has not caused, permitted or suffered, and has no knowledge of, any release of any hazardous wastes or hazardous substances on or affecting the Target Property, either before or during Seller's ownership of the Property, and (iii) has not caused, permitted or suffered, and has no knowledge of, any substance or condition, on or affecting the Property which may support a claim or cause of action any person or entity under any law;
- (e) The Target Property, nor any portion thereof, does not sit in a FEMA designated flood plain or flood zone, and there are no wetlands on the Target Property;
- (f) To the best of Seller's knowledge, there is no formaldehyde in any of the improvements on the Property, nor is there any formaldehyde or formaldehyde residue on or in the soil constituting the Property;
- (g) The Target Property has adequate utilities which are available to the Target Property including [i] sufficient domestic and fire suppression waterline with adequate GPM rating to support fire suppression system as required by Buyer's national tenant, [ii] 3-phase electrical power, [iii] sewer service, [iv] telephone service, and [v] natural gas ("the Utilities");
- (h) Seller is lawful owner of the Target Property holding fee simple good and marketable title and there is no agreement of any nature for Seller to sell or lease all or any portion of the Target Property other than the provisions of this Contract;
- (i) Seller has no knowledge of any matters affecting title to the Property that are not disclosed in the title commitment, effective upon Buyer's receipt of the title commitment, and there are no

unrecorded liens, encumbrances or adverse claims with respect to the Property or any portion thereof;

- (j) Upon the Effective Date, Seller shall immediately cease and terminate all efforts to market, sell, or lease the Target Property to anyone other than Buyer, and will not re-institute any such efforts at any time while this Contract is in effect;
- (k) Seller (i) is an incorporated city under the laws of the State of Illinois , (ii) has full power and authority to sign and perform under this Contract, and (iii) has obtained any and all necessary consents and approvals from all requisite parties including, but limited to any person or entity holding a security interest or lien of any nature attached to the Target Property, to sign and perform under this Contract, and is qualified to enter this contract and timely perform his obligations contained herein; and
- (l) All representations and warranties of Seller are true and accurate as of the Closing and will survive for 1 year after Closing.

7. **REPRESENTATIONS AND WARRANTIES OF BUYER.** As a material inducement for Seller to enter this contract, Buyer hereby represents and warrants to Seller that:

- (a) Buyer is a duly organized corporation in the State of Arkansas and qualified to enter this contract and timely perform its obligations contained herein;
- (b) The execution, delivery, and performance of this contract will not violate its organizational documents, nor result in a breach or violation of any contract to which Buyer is a party or judicial or regulatory decree;
- (c) Buyer has full and complete financial capacity to perform its obligations herein;
- (d) Buyer has not been represented by a broker in connection with the purchase of the Target Property; and
- (e) All representation and warranties of Buyer are true and correct as of the Closing and will survive for 1 year after Closing.

8. **INDEMNITY.** Seller and Buyer hereby indemnify and hold harmless each other against any and all liabilities, damages, claims, costs, or expenses incurred by the other party as a result of any breach of their respective representations and warranties made to each other, and also for any breach of the provisions of this contract.

9. **COMMISSIONS.** Seller shall be responsible for any and all commissions [if any] to be paid as a result of the sale of the Property. Buyer shall have no responsibility for payment of any commission. Seller hereby indemnifies and holds Buyer harmless from any obligation for payment of any commission as a result of the transaction contemplated herein.



10. BUYER'S CONTINGENCIES. Buyer's obligation to purchase the Target Property and perform its other obligations at Closing is subject to the following contingencies:

- (a) Within seven (7) days of receipt of written notice from Buyer, Seller shall remove all items of personal property from the Target Property including all trash and debris.
- (b) Buyer shall notify Seller in writing within 24 hours of Buyer's national tenant's approval of the Target Property ("**the Tenant Approval Date**"). Beginning with the Tenant Approval Date, Buyer, or its designated agents, contractors or employees, shall have a period of ONE HUNDRED NINETY (190) days (the "**Due Diligence Period**") within which to inspect, investigate, conduct, obtain and/or review, as applicable, at its sole cost and expense, (i) the Property (including, without limitation, soil and water samples, boring tests, and testing for the presence of hazardous materials and wastes), (ii) all governmental and quasi-governmental approvals necessary or desirable for Buyer's anticipated use of the Target Property, (iii) an environmental assessment of the Property, (iv) a loan commitment including satisfactory appraisal of the Target Property, (v) confirmation that all the Utilities are available to the Target Property, (vi) all engineering and/or environmental reports regarding subsurface minerals in the area of the Target Property, and (vii) written confirmation that Seller's lender [if any] will release the Target Property from any security interest, lien, mortgage or deed of trust when Buyer purchases the Target Property to be delivered to Buyer within seven (7) days of the Effective Date, and (viii) any other matters with respect to the Target Property or financing of the Purchase Price deemed necessary by Buyer in its sole discretion. Seller and Buyer acknowledge that the annexation of the Target Property by Seller and re-zoning to B-3 classification allowing Buyer's intended commercial usage within 60 days of the Effective Date is a specific contingency for Buyer to complete its purchase of the Target Property. In the event that Buyer, in its sole discretion, is not satisfied for any reason with the results of its inspections, investigations, reviews and other matters described above, Buyer shall have the right, on or before the last day of the Due Diligence Period to terminate this Contract by written notice to Seller of its dissatisfaction and election to terminate this Contract. If Buyer terminates this Contract before the last day of the Due Diligence Period, Seller shall cause the Earnest Money to be immediately returned to Buyer, and neither party shall have any further rights or obligations hereunder, except as specifically set forth in this Contract. If Buyer does not terminate this Contract as set forth in this subsection (b), the Contract will remain in full force and effect and all Earnest Money will become non-refundable to Buyer unless Seller defaults in accordance with the terms of Section 12 below.

11. ASSIGNABILITY. This Contract is binding upon Buyer and Seller and their respective heirs, successors and representatives, as applicable, and this Contract may not be assigned by either party without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, at any time prior to Closing, Buyer may, without Seller's written consent, assign its rights in, to and under this Contract to an entity that is an affiliate of Buyer. Buyer acknowledges that such assignment will not relieve Buyer of its obligations to perform hereunder

12. DEFAULT/REMEDIES. Seller agrees that from the date of this contract, Seller shall not void or otherwise take any actions to terminate this agreement except upon the lapse of time for performance or consent of Buyer. Seller acknowledges the value of Buyer's relationship with its intended national tenant as an ongoing business of Buyer and further acknowledges that non-performance of any portion of this contract by Seller will cause immeasurable damages to Buyer's business of developing real estate for such tenant. In the event Seller does not perform its obligations, or any portion thereof, hereunder or otherwise takes actions causing the termination of this contract without Buyer's consent after the termination of Buyer's due diligence review, Buyer will have the rights to sue for specific performance against Seller to enforce the Contract plus damages and plus reasonable attorney's fees and other reasonable costs associated with Buyer's enforcement of this provision. In the event Buyer does not perform its obligations to close the purchase of the Property after (i) Buyer has completed its Due Diligence Period, and (ii) Buyer has not terminated this Contract pursuant to Section 10, the Seller will have the right of specific performance against Buyer to enforce the contract plus damages and plus reasonable attorney's fees and other reasonable costs associated with Seller's enforcement of this provision. This paragraph shall apply in addition to the provisions of Section 8 and not in lieu thereof.

13. SELLER'S COVENANTS. Seller covenants that as long as Buyer's original national tenant (Tractor Supply Company) occupies the Target Property for purposes of conducting retail sales it will not sell, lease, rent, occupy or allow to be occupied, or otherwise transfer or convey all or any portion of the **Restricted Property** [as defined below] to any person or entity whose primary retail business is the sale of those items which support a farm/ranch/rural/do-it-yourself lifestyle including, without limitation, Orschelns, Rural King, Blain Farm and Fleet, Mill's Farm and Fleet, Runnings, and Family Farm and Home. This covenant shall not apply to any business operated by Buyer's tenant or any affiliate of Buyer's tenant. For purposes of this Section 13, the term "**Restricted Property**" shall mean any real property within five (5) miles of the Target Property owned, leased or developed by Seller.

14. CONFIDENTIALITY. Until the earlier of (i) the date Buyer files its initial application with City of Bolivar Planning Department, or (ii) 12 weeks from the EM Deposit Date, the terms of this sale and purchase, and especially the identity of Buyer's national tenant, shall remain strictly confidential. Seller will not disclose or convey any information about this transaction to any other person or entity except upon the written consent of Buyer provided, however, Seller may disclose relevant portions of the transaction to his real estate agent, professional advisors, and banker on a need-to-know basis. In furtherance of this provision, Seller and its real estate agent agree to sign standard form Confidentiality Agreements with Buyer.

15. CLOSING. The "**Closing Date**" shall be selected by Buyer upon written notice to Seller which will be no later than TEN (10) days following the expiration of the Due Diligence Period. At Closing, Seller shall deliver to Buyer a warranty deed conveying fee simple unencumbered title to Buyer along with an Owner's Policy of Title Insurance and endorsements needed by Buyer in form and substance, and issued by an underwriter, acceptable to Buyer. Buyer will deliver, or cause to be delivered, to Seller the Earnest Money deposit and remainder of the Purchase Price in readily available funds. Seller and Buyer pledge to cooperate with the closing agent(s) to facilitate the Closing and commit to provide all other reasonable and necessary documents as required by the closing agent(s) to accomplish the transfer and conveyance of the Target Property pursuant to the terms contained herein. All ad valorem real estate taxes and related assessments up to the date of Closing will be paid by Seller. Seller shall pay the premium for the Owner's

Policy of Title Insurance. Buyer shall pay the premium for a lender's policy of title insurance (if any). All other closing costs will be shared equally by Seller and Buyer.

16. TAX ELECTION. Seller and Buyer acknowledge and consent to either, or both, parties having the option to elect to use Section 1031 tax deferred exchange treatment of this transaction and pledge cooperation to each other such election is made. Seller and Buyer will notify each other in writing if such election is made. Neither party will be required to incur any expense in relation to the other party's 1031 exchange(s).

17. NOTICES/CONTACT INFORMATION. All Notices given pursuant to this Contract must be in writing, correctly addressed to the party to which Notice is being given, at each of the addresses, or email addresses for Seller and Buyer set forth below:

Buyer:

R.A. Wilson Enterprises, LLC
1820 Central Avenue, Suite B
Hot Springs, AR 71901
ATTN: Rick Wilson
Email: rickw@wilent.net
Tel: 501.276.2267
Fax: 501.760.2532

AND

With A Copy To:

Larry Yancey
Email: larryv@wilent.net
Tel: 501.680.9977
Fax: 501.325.3251

AND

Matt Wilson
Email: mattw@wilent.net
Tel: 479.957.5935

Seller:

Village of Antioch, Illinois
874 Main Street
Antioch, IL 60002
ATTN: James Keim
Email: jkeim@antioch.il.gov
Tel: 847-395-1000
Fax: 847-395-1920

AND

With Copies To:

Robert J. Long
Email: rjlong@dlplawyers.com
Tel: 847.623.5900
Fax: 847.406.4422

AND

Notice may be delivered by overnight delivery service, or sent by electronic mail. E-mailed notices are deemed received on the date properly delivered. Notices sent by overnight delivery service are deemed received on the next business day.

18. GOVERNING LAW. The laws of the State of Illinois will govern the provisions of this contract.


19. MULTIPLE COUNTERPARTS/ELECTRONIC SIGNATURES. This Contract may be executed in two or more identical faxed or electronically transmitted (PDF) counterparts, which taken together shall constitute one and the same instrument. Each party represents and warrants to the other that their respective signature transmitted by facsimile transmission or by E-Mail is its true and authentic signature. Each party waives any claim or defense that his/her/its signature transmitted by facsimile transmission or by E-Mail is not authorized, authentic or enforceable in any proceeding to enforce this Contract.

20. **EFFECTIVE DATE.** The Effective Date of this Contract is May 1, 2017.

21. **WAIVER/TIME OF ESSENCE.** The waiver of any breach of any provision in this Contract by Buyer or Seller shall not be deemed to be a waiver of any other breach of the Contract. No failure or delay by any party in the exercise of any right given in this Contract shall constitute a waiver of such right, nor shall any partial exercise of any right preclude further exercise of such right. Time is of the essence as to all dates and time periods in this Contract. If the last day of any time period stated in this Contract falls on a Saturday, Sunday, or federal holiday, then the duration of such time period shall be extended so that it ends on the next succeeding business day.

SELLER:

Village of Antioch, Illinois


By: Lawrence M. Hanson, Its Mayor

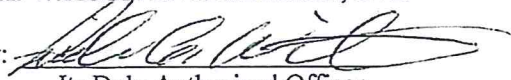
Date: May 8, 2017

SEPARATE SIGNATURE PAGE

OF

BUYER

R.A. WILSON ENTERPRISES, INC.

By: 
Its Duly Authorized Officer

Date: April 27th, 2017

EXHIBIT A

Legal Description of the Target Property

Exhibit "A"

Parcel 3: that part of the north 1/2 of south 1/2 lying easterly of the center line of Route 83, westerly of the westerly line of the railroad right of way and south of the center line of Grimm Road (except the West 50 feet) in section 17, township 46 north, range 10, east of the third principal Meridian, in Lake County, Illinois.

EXHIBIT B

Insert Preliminary Site Plan

FIRST AMENDMENT TO REAL ESTATE CONTRACT

THIS FIRST AMENDMENT TO REAL ESTATE CONTRACT (the "Amendment") is made as of the 5th day of June, 2017 ("Effective Date"), by and between R.A. WILSON ENTERPRISES, INC, an Arkansas corporations ("Buyer"), and VILLAGE OF ANTIOCH, ILLINOIS, a municipality in the State of Illinois ("Seller").

RECITALS

- A. Seller and Buyer entered into that certain Real Estate Contract which was effective May 1, 2017, with respect to property located in Lake County, Illinois (the "Contract").
- B. Preliminary due diligence has identified a wetlands issue with the Target Property which is the subject of the Contract, and it is clear that certain changes will need to be made to the Contract to allow time for Seller to resolve the wetlands issue with the Property and remove the same as a condition for Buyer to complete its due diligence and perform its obligations under the Contract.
- C. The parties desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. Terms. Capitalized terms used herein shall have the meanings set forth in the Contract and this Amendment.

2. Resolution of Wetlands. Seller and Buyer acknowledge that the Target Property has areas on site identified as "Wetlands" pursuant to applicable federal statutes and regulations, and the presence of Wetlands will prohibit Buyer from purchasing the Target Property for its intended use. Seller has acknowledged its responsibility to cure the Wetlands issue and remove the Wetlands designation from the Target Property or purchase mitigation credits for the same. For this purpose, a new subsection (h) will be added to Section 4 "Seller's Deliverables" of the Contract and will read as follows:

"(h) Seller will cause the identification of Wetlands to be removed from the Target Property or purchase mitigation credits for the same to the extent that Buyer will be free of any responsibility to clean up or mitigate Wetlands if Buyer's purchase of the Target Property is completed. Seller will complete its clean up or purchase of mitigation credits no later than September 30, 2017. Seller will provide to Buyer all certification(s) deemed reasonable by Buyer to the effect that Buyer may use the Target Property for its intended use without any legal or regulatory requirement on Buyer to clean up, or mitigate against, the presence of Wetlands on the Target Property."



3. Due Diligence Period. The reference to a Due Diligence Period of 190 days in Section 10 shall be deleted and the timeline for Buyer's Due Diligence Period will instead be extended to and including December 26, 2017.

4. Closing. The first sentence of Section 15 shall be deleted and the following inserted in its place:

"The 'Closing Date' shall be selected by Buyer upon written notice to Seller but in no event will be later than December 29, 2017."

5. Conflict. In the case of any conflict between the terms of this Amendment and the provisions of the Contract, the terms of this Amendment shall control.

6. Ratification. All terms and provisions of the Contract, except as specifically modified herein, are hereby ratified and confirmed and shall remain in full force and effect.

7. Governing Law. The terms and provisions of this Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts. Each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same agreement. This Amendment may be executed by facsimile or e-mail of a PDF file, which shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth above.

SELLER:

VILLAGE OF ANTIOCH, ILLINOIS

By: 

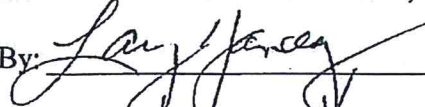
Print Name: Lawrence M. Hanson

Title: Mayor

SEPARATE SIGNATURE PAGE OF BUYER

BUYER:

R.A. WILSON ENTERPRISES, INC.

By: 

Print Name: LARRY JANCY

Title: Executive Vice President

SECOND AMENDMENT TO REAL ESTATE CONTRACT

THIS SECOND AMENDMENT TO REAL ESTATE CONTRACT (the "Amendment") is made as of the 26 day of September, 2017 ("Effective Date"), by and between R.A. WILSON ENTERPRISES, INC, an Arkansas corporations ("Buyer"), and VILLAGE OF ANTIOCH, ILLINOIS, a municipality in the State of Illinois ("Seller").

RECITALS

- A. Seller and Buyer entered into that certain Real Estate Contract which was effective May 1, 2017, and the First Amendment to Real Estate Contract effective June 5, 2017, with respect to property located in Lake County, Illinois (collectively the "Contract").
- B. Preliminary due diligence has identified a wetlands issue with the Target Property which is the subject of the Contract, and it is clear that **certain** changes will need to be made to the Contract to allow time for Seller to resolve the wetlands issue with the Property and remove the same as a condition for Buyer to complete its due diligence and perform its obligations under the Contract.
- C. The parties desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. Terms. Capitalized terms used herein shall have the meanings set forth in the Contract and this Amendment.
2. Resolution of Wetlands. Seller and Buyer acknowledge that the Target Property has areas on site identified as "Wetlands" pursuant to applicable federal statutes and regulations, and the presence of Wetlands will prohibit Buyer from purchasing the Target Property for its intended use. Seller has acknowledged its responsibility to cure the Wetlands issue and remove the Wetlands designation from the Target Property or purchase mitigation credits for the same. For this purpose, a new subsection (h) will be added to Section 4 "Seller's Deliverables" of the Contract and will read as follows:

"(h) Seller will cause the identification of Wetlands to be removed from the Target Property or purchase mitigation credits for the same to the extent that Buyer will be free of any responsibility to clean up or mitigate Wetlands if Buyer's purchase of the Target Property is completed. Seller will complete its clean up or purchase of mitigation credits no later than October 16, 2017. Seller will provide to Buyer all certification(s) deemed reasonable by Buyer to the effect that Buyer may use the Target Property for its intended use without any legal or regulatory requirement on Buyer to clean up, or mitigate against, the presence of Wetlands on the Target Property."



3. Due Diligence Period. The reference to a Due Diligence Period of 190 days in Section 10 shall be deleted and the timeline for Buyer's Due Diligence Period will instead be extended to and including February 7, 2018.

4. Closing. The first sentence of Section 15 shall be deleted and the following inserted in its place:

"The 'Closing Date' shall be selected by Buyer upon written notice to Seller but in no event will be later than February 9, 2018."

5. Conflict. In the case of any conflict between the terms of this Amendment and the provisions of the Contract, the terms of this Amendment shall control.

6. Ratification. All terms and provisions of the Contract, except as specifically modified herein, are hereby ratified and confirmed and shall remain in full force and effect.

7. Governing Law. The terms and provisions of this Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts. Each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same agreement. This Amendment may be executed by facsimile or e-mail of a PDF file, which shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth above.

SELLER:

VILLAGE OF ANTIOCH, ILLINOIS

By: 

Print Name: Lawrence M. Hanson

Title: Mayor

SEPARATE SIGNATURE PAGE OF BUYER

BUYER:

R.A. WILSON ENTERPRISES, INC.

By: Larry Yancey

Print Name: LARRY YANCEY

Title: Executive Vice President

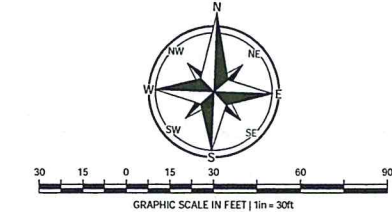
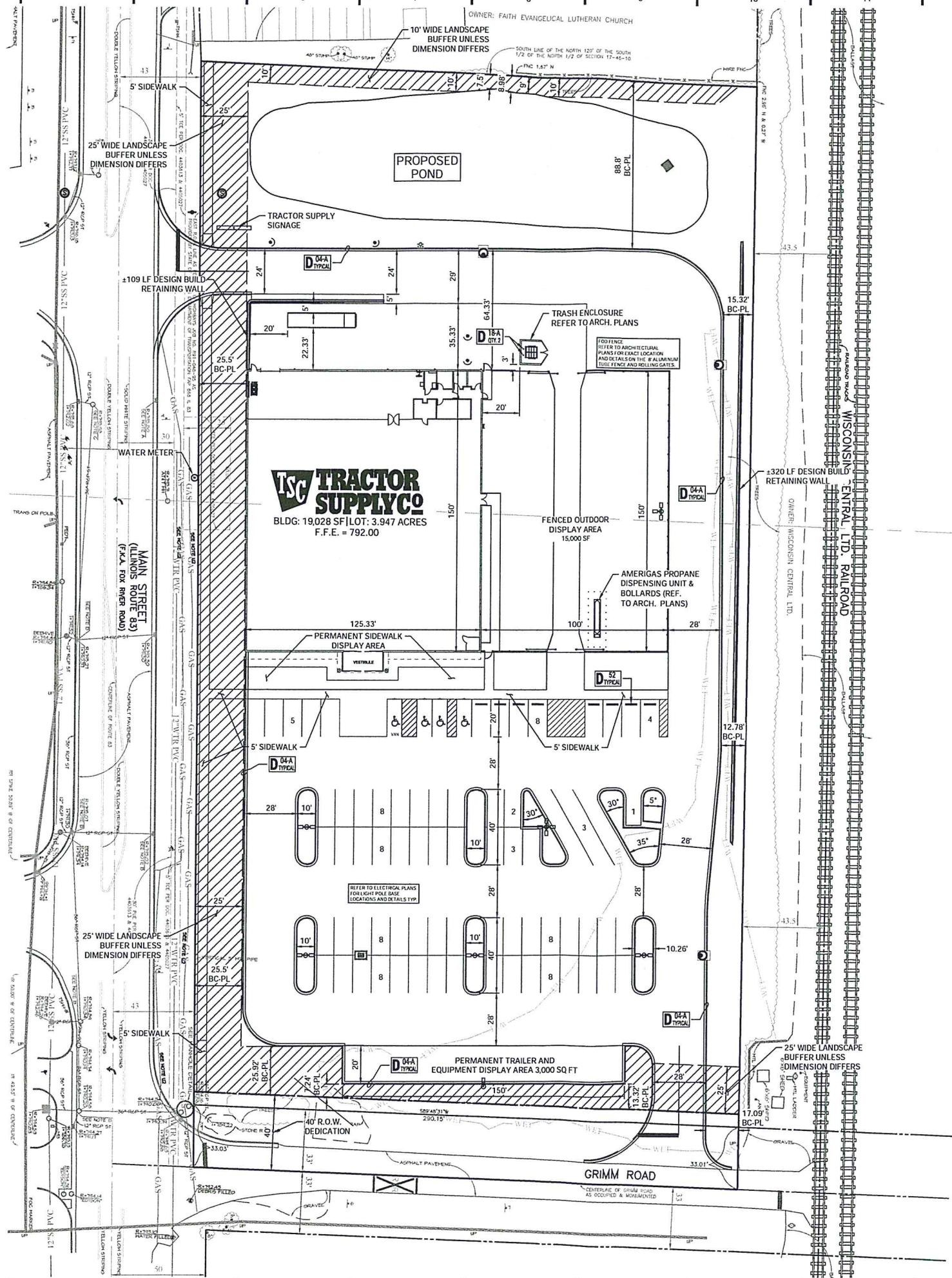
EXHIBIT B

TERM SHEET, INCLUDING ALL EXHIBITS THERETO

1. The Developer will not be responsible for any payment of any kind toward required future improvements to Grimm Road.
2. The Developer will not be required to pay any impact fees for schools, libraries or other entities, except for the First Fire Protection District of Antioch and the Developer is free to contact that entity to negotiate a specific impact fee.
3. The Village's building permit and utility tap on fees to be paid by Developer shall be those in effect on December 1, 2017, even if increased by the Village subsequently, provided however that Developer's payment for the building permit fee will be limited to fifty percent (50%) of such fee amount as in effect on December 1, 2017.
4. The Developer shall pay recapture fees in the amount of \$25,542.40 as required by Village ordinances previously recorded as document 5480600 at the time building permits are issued. The Village represents that this amount constitutes the entire recapture fee due to any third parties as a condition of developing the subject parcel and holds the Developer harmless of and from any claims over and above this amount from any and all third parties to this Agreement.
5. The Developer shall develop the subject site in substantial conformance with the Site Plan layout dated November 1, 2017 which they submitted, subject to any changes approved by the Village Board or required by the Illinois Department of Transportation.
6. The Village has committed to pay the sum of \$75,000.00 at closing to secure off-site wetlands credits from a duly authorized entity so that the Developer may develop the entire subject site without providing any individual stormwater detention facilities thereon.
7. Developer will not be required to post a R.O.W. bond.
8. Developer will deposit \$10,000 into escrow for Engineering/Architecture Review Fee and Developer's liability for Engineering/Architecture Review Fee shall not exceed \$10,000.

EXHIBIT C
SITE PLAN

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PROPOSED FEATURES REFER TO SURVEY FOR EXISTING FEATURES	
GENERAL FEATURES	
PROPERTY LINE	---
SUBDIVISION / OUTPARCEL PROPERTY LINE	---
EDGE OF ASPHALT	---
EDGE OF GRAVEL	---
EDGE OF CONCRETE	---
CONCRETE CURB AND GUTTER REFER TO PLAN FOR TYPE AND SIZE	---
FENCING REFER TO PLAN FOR TYPE AND SIZE	X
BUILDING CONTROL POINT	+
DRAINAGE STRUCTURES REFER TO GRADING PLAN FOR TYPE	+
UTILITY STRUCTURES REFER TO UTILITY PLAN FOR TYPE	+
SITE LIGHTING REFER TO ELECTRICAL PLAN FOR TYPE, SIZE & DETAILS	+

- GENERAL NOTES**
- COORDINATE LIST (S) IF ANY ON THIS PLAN ARE FOR INFORMATION AND CHECKING PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALCULATE CONSTRUCTION STAKING COORDINATES ACCORDING TO THE DIMENSIONS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF THE COORDINATES SHOWN ON THE PLANS BEFORE CONSTRUCTION STARTS.
 - UNLESS OTHERWISE NOTED ALL CURB AND GUTTER INDICATED SHALL BE 1" (INCHES).
 - THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF THE VESTIBULE, SLOPED PAVING EXITS, PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE POINTS.
 - ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE MEASURED TO THE FACE OF CURB OR THE EDGE OF PAVEMENT. THE EDGE OF SIDEWALK THE FACE CORNER OF THE BUILDING(S) OR THE CENTER END OF STRIKE.
 - GENERAL CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COSTS.
 - ALL PAINTED MARKINGS, TRAFFIC SIGNS, STOP SIGNS, ETC., AND ALL SIGNS SHALL BE APPLIED AND/OR INSTALLED ACCORDING TO REQUIREMENTS AS OUTLINED IN SECTION 10. OF THE MOST CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (M.U.T.C.D.).
 - REFER TO THE UTILITY PLAN FOR SITE UTILITIES.
 - ALL WORK DONE WITHIN A PUBLIC RIGHT OF WAY OR OTHERWISE NOTED ON THESE PLANS SHALL BE CONSTRUCTED TO THE GOVERNING AGENCY'S SPECIFICATIONS. IF ANY WORK DONE IS NOT PROTOTYPICAL OR CONSTRUCTION CANNOT BE ACHIEVED CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO OZARK CIVIL ENGINEERING, INC. FOR REVIEW AND APPROVAL.
 - ALL WORK DONE ON SITE SHALL BE CONSTRUCTED TO THE CLIENT'S SPECIFICATION OR REQUIREMENTS OF THE REGULATORY AUTHORITY HAVING JURISDICTION WHICH EVER IS MORE STRINGENT. IF THERE IS A QUESTION AS TO WHICH SPECIFICATIONS SHOULD APPLY THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD.

PROJECT INFORMATION	
SITE INFORMATION	
EXISTING ZONING	B-3
PROPOSED ZONING	B-3
TOTAL LOT ACREAGE	3.947 ACRES
BUILDING INFORMATION	
TOTAL BUILDING AREA	19,028 SF
BUILDING SETBACKS	
FRONT SIDE	25 FEET
PARKING REQUIREMENTS	
RATIO	3 SP PER 1,000 SF
STANDARD PARKING STALLS 9'x18'	54 SPACES
ACCESSIBLE PARKING STALLS 8'x18'	3 SPACES
TOTAL PARKING STALLS	57 SPACES
PARKING REQUIREMENTS	
RATIO	3.89 SP PER 1,000 SF
STANDARD PARKING STALLS 10'x20'	67 SPACES
ACCESSIBLE PARKING STALLS 8'x20'	4 SPACES
TRUCK & TRAILER 10'x50'	3 SPACES
TOTAL PARKING STALLS	74 SPACES

DETAIL LIST Items labeled by the following symbols are shown on this sheet and referenced in detail letters, which are included as part of this set of plans.	
DETAIL INFO	
D04-A	CONCRETE CURB & GUTTER DETAIL
D18-A	BOLLARD DETAIL
D52	CONCRETE WHEEL STOP DETAIL



REVISIONS		
NO.	DATE	DESCRIPTION



TRACTOR SUPPLY COMPANY



SITE LAYOUT PLAN

NEW COMMERCIAL DEVELOPMENT
R.A. WILSON ENTERPRISES, LLC
23360 GRIMM ROAD
ANTIOCH, ILLINOIS

DRAWN BY:	ZDW
JOB NO.	17-1210
ORIGINAL ISSUE DATE:	11/01/2017
DESCRIPTION:	CIVIL DESIGN
SHEET NO.	

C2.0