

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIA

Title:

Presentation of a Resolution to Accept the Real Estate Owned Purchase and Sale Agreement between Plank Road, LLC and the City of St. Charles. (New Police Station Site)

Presenter:

Mark Koenen & Chief Keegan

Meeting: City Council

Date: September 5, 2017

Proposed Cost: \$714,765

Budgeted Amount: \$FY 18-19
(adjustment required)

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):*

For approximately the last two years the Council has discussed the disposition of the Police Station. This City Council item provides you with the opportunity to finalize site selection for the future Police Station at the former Valley Shopping Center. This location would “bump” the recommendation offered by the Government Services Committee on February 27, 2017 recommending the Station be constructed at property the City owns at the intersection of IL 31 and Red Gate Road. The purchase includes 6.5 acres and the agreement anticipates a closing before December 31, 2017. The site satisfies goals the City Council established early in this discussion including: 1- providing for a functional building allowing for job efficiency, 2- providing access and a presences along a main transportation route and 3- being located in generally a central City location. Additionally, the Police Department believes this location will provide easy access for not only motorists but pedestrians seeking to engage with local law enforcement officials.

Attachments *(please list):*

Real Estate Owned Purchase and Sale Agreement

Recommendation/Suggested Action *(briefly explain):*

Presentation of a Resolution to Accept the Real Estate Owned Purchase and Sale Agreement between Plank Road, LLC and the City of St. Charles. (New Police Station Site)

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to Accept the Real Estate Owned Purchase and Sale Agreement
between Plank Road, LLC and the City of St. Charles.**

**Presented & Passed by the
City Council on September 5, 2017**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Real Estate Owned Purchase and Sale Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A" by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this 5th day of September, 2017.

Passed by the City Council of the City of St. Charles, Illinois this 5th day of September, 2017.

Approved by the Mayor of the City of St. Charles, Illinois this 5th day of September, 2017.

Mayor Raymond P. Rogina

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

**REAL ESTATE OWNED
PURCHASE AND SALE AGREEMENT**

Between

Plank Road, LLC
("Seller")

and

City of St. Charles, IL
("Purchaser")

REAL ESTATE OWNED PURCHASE AND SALE AGREEMENT

This REAL ESTATE OWNED PURCHASE AND SALE AGREEMENT ("Agreement") dated and effective _____, 2017, between **PLANK ROAD, LLC** ("Seller"), an Illinois limited liability company, with its principal place of business at One Pierce Place, Suite 1500, Itasca, Illinois 60143, and the **CITY OF ST. CHARLES**, an Illinois Municipal corporation, with its principal place of business at **2 E. Main Street, St. Charles, Illinois 60174**.

WITNESSETH:

WHEREAS, Seller is the owner of the property commonly known as 6.5114 acres at Valley Shopping Center, 1415-1607 Main Street, St. Charles, Illinois 60174, to be legally described upon the completion of the resubdivision of a larger tract of real estate, of which the Property being purchased hereunder is a part, with Seller having full power and authority to sell the Property.

WHEREAS, Seller desires to sell and Purchaser desires to purchase Seller's right, title and interest in and to the Property.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following terms have the meanings specified below.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

"Date of Acceptance" is the date on which the Seller accepts the terms of the Agreement and executes same.

"Deed" has the meaning set forth in Section 6.1.

"Escrow Agent" shall mean Chicago Title Insurance Company.

"Hazardous Substances" means those substances included within the definitions of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," and "hazardous waste" in any federal, state or local law or regulation relating to materials causing a threat to human health or safety or the environment, including CERCLA (42 U.S.C. Section 9601 et seq.), RCRA (42 U.S.C. Section 6901 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.) and the Clean Water Act (13 U.S.C. Section 1321 et seq.).

"Person" means an individual, corporation, partnership, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

"Purchase Price" has the meaning set forth in Section 2.2.

"Property" is approximately 6.4± acres generally located in the real estate commonly known as the Valley Shopping Center, St. Charles, Illinois, to be finally determined upon the approval of the resubdivision of the Valley Shopping Center site. The preliminary depiction of the Property in the proposed resubdivision is attached hereto as **Exhibit A**.

"Sale Date" means the date on which the Purchase Price for the Property is received by Seller in the form of a wire transfer, such date to be fifteen (15) days after the expiration of the Subdivision Contingency specified in Section 2.7 or the Inspection Period specified in Section 2.6 whichever is last to occur or sooner by mutual agreement of the parties.

Section 1.2. Other Definitional Provisions; Terms of Construction.

- (a) Accounting terms not otherwise defined in this Agreement have the meanings given to those terms under Generally Accepted Accounting Principles.
- (b) Defined terms may be used in the singular or the plural, as the context requires.
- (c) References to Sections, Exhibits, Schedules and like references are to Sections, Exhibits, Schedules and the like of this Agreement unless otherwise expressly provided.
- (d) The words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation."
- (e) Unless the context in which it is used otherwise clearly requires, the word "or" has the inclusive meaning represented by the phrase "and/or."
- (f) Unless the context in which it is used otherwise clearly requires, all references to days, weeks and months mean calendar days, weeks and months.

**ARTICLE II
PURCHASE AND SALE OF THE PROPERTY**

Section 2.1. Purchase and Sale of the Property. Seller hereby agrees on Sale Date and upon payment by Purchaser of the Purchase Price, to sell, assign, transfer, convey and deliver or cause to be sold, assigned, transferred or conveyed to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property.

Section 2.2. Purchase Price. The purchase price shall be \$2.52 per square foot of the lot, to be determined based on the Final Plat of Resubdivision. (The approximate Purchase Price is \$714,764.92), subject to the adjustments, pro-rations and credits set forth in this Agreement.

Section 2.2.1. Nicor Disconnection. The Purchaser shall reimburse the Seller for the cost of the Nicor disconnection as shown on **Exhibit B** attached hereto and made a part hereof. The cost of the Nicor disconnection shall be in addition to the Purchase Price. The payment for the Nicor disconnection cost shall be made at closing.

Section 2.2.2 Demolition Obligations.

The Seller, at its expense, shall cause the Grimm Building(west strip mall) to be demolished on or before December 1, 2017. Purchaser's obligation to close this transaction shall be contingent upon the completion of the demolition of the Grimm Building.

The Purchaser is solely responsible for all demolition costs on the Property.

Section 2.3. Initial Deposit; Payment.

(a) Within five (5) days of execution of this Agreement, Purchaser shall deposit Twenty-Five Thousand and 00/100 Dollars (\$25,000) with the Escrow Agent by wire transfer in immediately available United States funds to hold as an earnest money deposit ("Initial Deposit"). The Initial Deposit shall be held pursuant to the terms of the Strict Joint Order Escrow Agreement attached hereto as **Exhibit C**.

(b) The balance of the Purchase Price shall be paid on the Sale Date by wire transfer in immediately available United States funds.

Section 2.4 Survey. Within twenty (20) days after the approval of the Final Plat of Resubdivision, Seller shall obtain, at its sole cost and expense, an ALTA Survey of the Real property and deliver same to Purchaser. The survey shall be dated subsequent to the date hereof, prepared by a Surveyor and/or engineer licensed to prepare the same in the State of Illinois and all boundaries shall be clearly staked. In addition to containing Table A items 1, 3, 7(a), 8, 9, 11, 16 and 17, the survey shall: (i) be certified to Seller, Purchaser, and the Title Insurer in compliance with ALTA minimum standards for land title surveys; (ii) show the boundary lines of the Real Property together with all building set back lines and easements benefitting and binding the Real property; (iii) locate all permanent improvements to the Real Property; (iv) show all such improvements to be entirely located within the boundary lines of the Real Property; (v) show no encroachments over boundary lines, easements and rights of way other than those encroachments which will be eliminated upon the demolition of the building currently located on the Property; (vii) show access to the Real Property from one or more public rights of way; and (viii) certify that no part of the Real Property is in a flood plain, flood way or constitutes wetlands. If the survey discloses any encroachments that will not be eliminated or unpermitted defects, as to which the Title Insurer has not commit to insure, Seller shall have five (5) business days from the receipt of said survey to elect, in its sole discretion to (i) correct such unpermitted exceptions on the survey, or (ii) to have Title Insurer insure over them, or (iii) elect to not correct or insure over the unpermitted exception. If Seller fails or elects not to correct such unpermitted exceptions on the survey or to have Title Insurer insure over them with said five (5) business days, Purchaser shall have the right to terminate this Agreement or, at its option, to close this transaction subject such unpermitted exceptions.

Section 2.5 Title Commitment. No later than ten (10) days following Seller's execution of this Contract, Seller will furnish to Purchaser a title commitment (the "Title Commitment") for the overall property of which the Property being purchased hereunder is a part, in an amount equal to the total Purchase Price, issued by the Title Company together with copies of all instruments (the "Title Instruments") reflected as exceptions therein, including, but not

limited to, any easements, restrictions, reservations, terms, covenants, or conditions which may be applicable to or enforceable against the Property. The Title Commitment shall be updated to include only the Property and any additional exceptions resulting from the resubdivision. The Title Commitment will show the Seller to be owner of good and indefeasible fee simple title. Purchaser shall have thirty (30) days (the "Review Period") after receipt of the Title Commitment, and Title Instruments in which to examine same and notify Seller in writing of objection to same. Upon the expiration of the Review Period, Purchaser shall be deemed to have accepted all exceptions to title as shown on the Title Commitment, except for matters for which notification permitted herein has been given by Purchaser. In the event of notification to Seller of objections by Purchaser, Seller shall in good faith (i) undertake to eliminate or modify such objectionable items to the reasonable satisfaction of Purchaser or elect to not undertake the elimination or modification of the objectionable item, within fifteen (15) days, (the "Cure Period"), after receipt of such notice of objections. In the event Seller has not cured, or is unable to cure, objections of Purchaser within the Cure Period, Purchaser may, at its option, and as Purchaser's sole remedy, terminate this Contract as to all of the Property by written notice to Seller at any time subsequent to the Cure Period or, in the alternative, accept title as it then is with the right to deduct from the Purchase Price, First Midwest Bank liens or encumbrances of a definite or ascertainable amount and waive all objections to any other unpermitted exceptions. If this Contract is terminated as to all of the Property the Earnest Money shall be promptly returned to Purchaser. Seller shall pay all costs, fees, and expenses payable to the Title Company; and neither party shall thereafter have any further duties, rights or obligations hereunder. Any exceptions accepted by Purchaser or not timely objected to as aforesaid shall be hereafter collectively referred to as "Permitted Encumbrances". Possession shall be delivered at Closing free and clear of all matters except the Permitted Encumbrances.

Section 2.6. Due Diligence Inspections.

2.6.1 Purchaser shall have the period from the date hereof through and including the sixtieth (60th) day following the date hereof ("Inspection Period"), to determine if the Property is suitable for Purchaser's proposed use. If, in Purchaser's sole discretion, Purchaser is not satisfied with the condition of the Property for the use proposed by Purchaser for the Property, or with the results of Purchaser's research and inspections concerning the Property and its proposed use, or with the documents and materials concerning the Property reviewed by Purchaser, then Purchaser shall have the right, for any reason or for no reason, to terminate this Agreement by written notice to Seller on or before the expiration of the Inspection Period. Notwithstanding the foregoing, if Seller is required under this Agreement to deliver to Purchaser a document other than the Plat of Subdivision contemplated hereunder, within a specified number of days after the execution hereof and Seller fails to deliver such document within such time, but delivers such document subsequent thereto and Purchaser accepts same and does not terminate this Agreement, then the Inspection Period shall be extended by the number of days between the date the document should have been delivered and the date it was actually delivered, without further notice. Upon any termination of this Agreement by Purchaser, all Earnest Money shall be immediately paid to Purchaser.

2.6.2 Purchaser and its agents and representatives may, during the Inspection Period, perform soil, geotechnical, environmental, engineering, wetlands, biological and any other tests deemed necessary or desirable by Purchaser and inspect and audit the Property and records of Seller with respect thereto for such purposes as Purchaser may require. At Purchaser's request, Seller shall furnish Purchaser or make available for Purchaser's review and duplication, those documents and instruments with respect to the Property specified on **Exhibit E** attached hereto, and provide Purchaser and its representatives, full and complete access to the Property. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against all liability and cost for damage or injury to the extent caused by Purchaser and its agents and representatives in performing said inspection, excluding the mere discovery of any environmental

condition or contamination; provided, further, that the foregoing indemnity specifically excludes any incidental, consequential, special, punitive or similarly speculative types of damages.

Section 2.7 Physical Inspections.

2.7.1 Purchaser agrees that, in making any physical or environmental inspections of the Property, Purchaser or Purchaser's agents will not interfere with the activity of any persons occupying or providing service at the Property, will not reveal to any third party not approved by Seller the results of its inspections other than as may be required by court order or by law; provided that Purchaser shall be permitted to reveal the results of such inspections to its attorneys, accountants or consultants. Purchaser shall be responsible, at Purchaser's sole cost, to restore any physical damage caused by the inspections. Purchaser shall give the Seller twenty-four (24) hours' prior notice by telephone of its intention to conduct any inspections, and Seller reserves the right to have a representative present. Purchaser agrees to provide Seller with a copy of any inspection reports resulting from Purchaser's inspections and examinations within five (5) days of their completion, which obligation shall survive Closing or termination of the Agreement. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to indemnify, defend, and hold Seller free and harmless from any loss, injury, damage, claim, lien, cost or expense, including attorney's fees and costs, arising out of a breach of the foregoing agreements by Purchaser in connection with the inspection of the Property or otherwise from the exercise by Purchaser or its agents or representatives of the right of access under this Section 2.5.

2.7.2 Purchaser shall obtain and maintain during the pendency of this transaction a policy of comprehensive general liability insurance with respect to any activities of Purchaser, its agents, employees, contractors, representatives or invitees, which may take place on the Property. Such insurance shall be in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate for bodily injury and property damage. Such policy shall be in a form and with an insurance carrier reasonably acceptable to Seller. Purchaser shall deliver to Seller a certificate of insurance so providing and naming Seller as an additional insured, in form acceptable to Seller, prior to entering upon the property.

2.7.3 Except as may be set forth herein, Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Purchaser by Seller in connection with Purchaser's inspection of the Property. It is the parties' express understanding and agreement that such materials have been provided only for Purchaser's convenience in making its own examination of the Property during the Due Diligence Period and prior to the Closing Date, and that Purchaser has relied, and shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller.

Section 2.8. All-Cash Transaction. This is an all-cash sale and purchase and is not contingent upon obtaining financing.

Section 2.9. Subdivision Contingency. The Seller agrees to file an Application for Final Plat of Re-Subdivision for the property promptly after the execution of this Agreement and shall diligently process the Application thereafter.. This Agreement, and Seller's obligations

hereunder, is contingent upon the Seller obtaining the approval of a Final Plat of Re-Subdivision and any other related documents required by the City of St. Charles within sixty (60) days of the date of the Application for the Final Plat of Re-Subdivision, subject to the Seller being able to extend this deadline for additional thirty (30) day time periods, as needed to complete the subdivision process provided it is diligently processing the Application. Seller shall also obtain the approval of any amended private easements prior to the approval of the Plat of Re-Subdivision. The Purchaser hereby conditionally approves the proposed lot configuration for the resubdivision contained in **Exhibit A** attached hereto and made a part hereof. The final Plat of Re-Subdivision must be approved by the St. Charles City Council. If the Seller fails to obtain all of the necessary Governmental/Private Approvals Seller may, upon written notice to Purchaser terminate this Agreement and the Initial Deposit will be returned to the Purchaser.

Section 2.10. Apportionment. The following items will be apportioned between the Seller and Purchaser as of the Sale Date, with all such expenses relating to the period on or prior to the Sale Date to be Seller's responsibility, and all such expenses relating to the period after the Sale Date to be Purchaser's responsibility, whether or not previously paid by Seller: real estate taxes (calculated on square foot basis, based on the applicable size of the Property), and assessments on the basis of the fiscal year for which assessed, cooperative fees, , utilities and any other items customarily apportioned in the jurisdiction in which the Property is located. Any association fees, maintenance agreements, cost sharing agreements, assessments or special assessments payable after the Sale Date, even if confirmed prior to the Sale Date, are Purchaser's responsibility. A schedule of the apportionments will be prepared prior to the Sale Date ("Apportionment Schedule"); provided, however, the absence of any item from the Apportionment Schedule does not relieve either party from their contractual obligations set forth in this Agreement. Seller and Purchaser agree to enter into a re-proration agreement at closing for the prior real estate taxes. Said re-proration agreement shall call for a calculation of the actual taxes for the property when received in 2018.

Purchaser acknowledges that Seller may have retained real estate tax counsel and routinely files tax appeals for properties it owns. As such an appeal of the Assessment and resulting taxes for the Property may have been filed. If an appeal has been filed that results in a reduction of assessment and has been finalized and therefore tax amount payable prior to closing, the tax proration shall be based upon 100% of the reduced amount. If a tax appeal has been filed prior to Closing but results are not yet available or have not been finalized, the tax proration shall be put in a strict joint order escrow with the title company at closing, shall be prorated based upon 100% of the most recent ascertainable full year tax bill for the applicable portion of the real estate being acquired under this Agreement, and shall be re-prorated based upon 100% of the final reduced assessment amount if the appeal is successful.

Section 2.11. Intentionally omitted.

Section 2.12. Title Policies. Seller shall obtain from Chicago Title a commitment to issue a title policy for the Property ("Title Commitment") and shall deliver such Title Commitment to Purchaser within ten (10) days after the execution of this Agreement. Seller's delivery of a "mark up" title policy for the Property shall be a condition to Closing. Seller is solely responsible for obtaining extended coverage over matters of survey.

ARTICLE III
GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller represents and warrants to Purchaser as of the Sale Date:

Section 3.1. Due Formation and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of its state of organization.

Section 3.2. Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. Seller has the right to sell its interest in the Property. The execution and delivery of this Agreement, and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action. This Agreement is the binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, receivership, conservatorship, reorganization, fraudulent conveyance or other similar laws relating to or affecting creditor's rights generally and moratorium laws from time to time in effect, and by equitable principles restricting availability of equitable remedies.

Section 3.3. Litigation. There is no litigation, proceeding, claim, demand or governmental investigation pending or threatened, nor is there any order, injunction or decree outstanding against or relating to Seller, which would materially impair the ability of Seller to perform its obligations hereunder.

ARTICLE IV
SPECIFIC REPRESENTATIONS AND WARRANTIES AS TO THE PROPERTY

With respect to the Property, Seller, to its actual knowledge represents to Purchaser as of the Sale Date:

Section 4.1. Liens and Encumbrances. The Property is free and clear of all encumbrances and liens except for: (a) liens for real estate taxes and special assessments not yet due and payable; (b) covenants, conditions and restrictions, rights of way, easements and all other matters of public record as of the Sale Date; and (c) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the owner thereof or the use or enjoyment of the Property, (d) liens from First Midwest Bank that shall be released at Closing, and (e) those items listed on **Exhibit D** attached hereto. The exceptions to title listed in 4.1(a)-(e) are known as Permitted Exceptions.

Section 4.2. Good Title. As of the Sale Date, the Property has not been assigned or pledged by Seller, and Seller is the owner of record of the Property and has good and marketable title thereto, free and clear of any and all liens or encumbrances (except as otherwise set forth in Section 4.1), and any and all equities, participation interests, claims, pledges, charges, or security interests of any nature, subject to no interest or participation of, agreement with, or approval of any other party, to sell, assign and transfer the same pursuant to this Agreement.

Section 4.3. No Litigation. There is no pending, or to the actual knowledge of Seller

threatened, claims or litigation involving Seller and/or related to the Property that could materially and adversely affect the value of the Property or Purchaser's right, title or interest in the Property.

Section 4.4. Contractual Obligations. Seller and Purchaser represent and warrant to each other that no broker was the procuring cause of this transaction.

Section 4.5. Location of Improvements. The Property is being sold in "as is", "where is" condition without any representation or warranty as to its condition. Any and all survey requirements or expenses are the sole responsibility of Purchaser.

Section 4.6. Personal Property. None.

Section 4.7. Code Violations. Seller makes no representation or warranty as to any code violations, but has no actual knowledge of any code violations. The Property is being sold "as is".

Section 4.8. Hazardous Substances. Seller has no actual knowledge of any and/or claims of any Hazardous Substances that could materially and adversely affect the value of the Property or Purchaser's right, title or interest in the Property. Seller makes no environmental representation regarding the Property.

Section 4.9. Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Closing Date:

(a) Seller has no actual notice of any violation of any Applicable Law relating to the use, condition or operation of the Property that has not been already fully corrected. As used in this Agreement, the term "**Applicable Law**" shall mean any statute, law, rule, ordinance, regulation, directive, court order or ruling made by any Governmental Entity. As used in this Agreement, the term "**Governmental Entity**" shall mean any federal, state, or local entity, authority, department, agency, instrumentality, or court of any kind.

(b) Seller has no actual knowledge of any suit, claim, litigation, petition, notice, study, investigation or other proceeding (condemnation or otherwise) pending, given or, to the Seller's actual knowledge, threatened by or before any Governmental Entity, with respect to the Property.

(c) There are no persons in possession of, or having a right to possession of, any part of the Property other than Seller and Buyer, other than through various easement rights.

(d) This Agreement has been duly executed by Seller, constitutes the legal and binding obligation of Seller, and is enforceable against Seller in accordance with its terms, and the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms hereof will not conflict with or result in a breach of any agreement to which Seller is a party, or of any lease, indenture, mortgage, loan agreement or instrument to which Seller is a party or by which Seller or its property is bound, or any Applicable Law.

(e) Seller has no actual knowledge of any special tax, levy or assessment for benefits or betterments affecting the Property and no such special taxes, levies or assessments are in existence, pending or, to Seller's actual knowledge, contemplated.

(f) Except to the extent identified in the reports described on the reports provided by Seller hereto ("**Reports**") Seller and the Property during the time period of Seller's ownership has been in compliance with all Environmental Laws, including, without limitation: (A) all requirements relating to the Discharge and Handling of "**Hazardous Substances**" (defined herein broadly to include any toxic or hazardous substance, material or waste, and any other contaminant, pollutant or constituent thereof, including, without limitation, petroleum or petroleum products, the presence of which requires investigation or remediation under any Environmental Laws); (B) all requirements relating to notice, record keeping and reporting; and (C) all applicable writs, orders, judgments, injunctions, governmental communications, decrees, informational requests or demands issued pursuant to, or arising under, any Environmental Laws. "**Environmental Laws**", as used in this Agreement, means all federal, state, regional or local statutes, laws, rules, regulations, codes, ordinances, orders or licenses, whether currently in existence or hereafter enacted, any of which govern or relate to pollution, protection of the environment, public health and safety, air emissions, water discharges, waste disposal, hazardous or toxic substances, solid or hazardous waste, or occupational health and safety. "**Discharge**", as used in this Agreement, means any manner of spilling, leaking, dumping, discharging, releasing, migrating or emitting, as any of such terms are or may further be defined in any Environmental Law, into or through any medium including, without limitation, ground water, surface water, land, soil or air. "**Handle**", as used in this Agreement, means any manner of generating, accumulating, storing, treating, disposing of, transporting, transferring, labeling, handling, manufacturing or using, as any of such terms are or may further be defined in any Environmental Law.

(g) There are no current non-compliance orders, warning letters or notices of violation, claims, suits, actions, judgments, penalties, fines or administrative or judicial investigations of any nature or proceedings pending or, to Seller's actual knowledge, threatened against or involving the Property issued by any governmental agency or third party with respect to any Environmental Laws, which have not been resolved to the satisfaction of the issuing Governmental Entity or third party in a manner that would not impose any obligation, burden or continuing liability on Buyer.

(h) Seller has not at any time Discharged, nor has it at any time affirmatively allowed or arranged for any third party to Discharge, Hazardous Substances to, at or upon the Property or upon any adjoining property. Seller has no actual knowledge of the Discharge of any Hazardous Substance on, into or directly beneath the surface of the Property.

(i) Seller has no actual knowledge of any Underground Storage Tanks on the Property, or any Discharge from or rupture of any "**Aboveground Storage Tanks**" or "**Underground Storage Tanks**" (as each term is defined in Section 6901 *et seq.*, as amended, of RCRA, or any Applicable Law governing Aboveground or Underground Storage Tanks) on or in the Property.

(j) The reports provided by Seller are delivered in "as is" condition.

(k) Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer, provide rights of first refusal or other similar rights or otherwise dispose of any portion of the Property.

(l) Seller is not or will not at the Closing be in default in respect of any of its obligations or liabilities pertaining to the Property (including, but not limited to, such obligations and liabilities under the Permitted Exceptions), and no event has occurred that the giving of notice or passage of time, or both, would give rise to any such default under any of the same.

(m) Except for the obligations contemplated by the terms of this Agreement, no commitments have been made to any Governmental Entity, utility company, school board, church or other religious body, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property or in any other way adversely affecting the development of the Property.

(n) Reserved

(o) There are no service contracts or other agreements affecting the Property which will remain in effect after Closing.

(p) That between the date of the execution of this Agreement and the Closing, Seller shall: (i) not, without first obtaining the written consent of Buyer, enter into any contracts, agreements or leases pertaining to the Property; and (ii) not cancel or permit cancellation of any hazard or liability insurance carried with respect to the Property or its operation.

The representations and warranties contained in Section 4.9 or elsewhere in this Agreement by Seller shall be deemed to be remade as of the Closing Date, but shall not survive the Closing.

ARTICLE V GENERAL REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as of the Sale Date:

Section 5.1. Due Formation and Good Standing. Purchaser is duly organized, validly existing and in good standing under the laws of its state of organization.

Section 5.2. Authority and Capacity. Purchaser has all requisite power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, each has been duly and validly authorized by all necessary company action. This Agreement and any related agreements or instruments each constitute a valid and legally binding agreement of Purchaser enforceable in accordance with its terms.

Section 5.3. No Conflict. None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or compliance with its terms and conditions, violates, conflicts with, results in the breach of or constitutes a default under, is prohibited by, or requires any additional approval under any of the terms, conditions or provisions of Purchaser's articles of organization or operating agreement, or any other agreement or instrument to which Purchaser is now a party or by which it is bound, or of any order, judgment or decree of any court or governmental authority applicable to Purchaser.

ARTICLE VI TRANSFER OF INTEREST

Section 6.1. Delivery of Seller Documents and Other Items. On the Sale Date, Seller shall execute and deliver to Purchaser the following (collectively, "Seller's Closing Documents"):

(a) An original, duly executed customary special warranty deed for the Property, in recordable form (the "Deed"), conveying to Purchaser such title of Seller, as applicable, in and to the Property, together with any documents or forms customarily prepared and executed by a Seller of real property as may be applicable, as part of recording the Deed or payment or assessment of any taxes associated therewith;

(b) A certificate from Seller certifying that it is not a foreign person or foreign corporation as defined in the Internal Revenue Code of 1986, as amended;

(c) Evidence reasonably satisfactory to the Purchaser that the Person executing the Deeds on behalf of Seller has the full power and authority to do so and that the delivery of such documents has been fully authorized, Affidavit of Title and Bill of Sale; and

(d) "Mark Up" Title Policies pursuant to Section 2.10;

Section 6.2. Delivery of Purchaser Documents and Other Items. On the Sale Date, Purchaser will execute and/or deliver to Seller or to other applicable parties the following (collectively, "Purchaser's Closing Documents"):

(a) The Purchase Price in accordance with Article II of this Agreement along with a settlement statement and the apportionments agreed upon in the Apportionment Schedule and any other adjustments, pro-rations or credits contemplated by this Agreement ("Final Settlement Statement");

(b) Evidence reasonably satisfactory to the Title Company that the Person executing the Deeds on behalf of Purchaser has the full power and authority to do so and that the delivery of such documents has been fully authorized;

(c) Such Affidavits of Purchaser or other documents, if any, as may reasonably be required by the Title Company to record Seller's Closing Documents; and

Section 6.3. Further Assurances. Each of Seller and Purchaser agrees to take, or cause to be taken, such acts, including execution and delivery of additional documents, instruments and agreements, as may be reasonably necessary or desirable to carry out the purposes of this Agreement and to consummate the transaction contemplated hereby. The Title Company is responsible for depositing the Deed for recording with the appropriate county recorder as soon as practicable following the Sale Date immediately after Closing.

Section 6.4. Expenses: Liabilities.

(a) Seller and Purchaser will, except as otherwise specifically provided herein, bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of their agents, representatives, counsel and accountants.

(b) Except where otherwise allocated by law, and where such allocation may not be waived, any and all transfer taxes (or transfer stamps), recording fees, escrow fees, fees, costs and expenses for the title search and the Title Commitments charged by the Title Company and other customary closing costs associated with transferring the Property from Seller to Purchaser will be shared equally by the Seller and Purchaser.

(c) Except as otherwise set forth in this Agreement, Seller is responsible for all fees and costs associated with servicing, maintaining and all other acts associated with the Property up to the Sale Date.

(d) Except as otherwise set forth in this Agreement, Purchaser is responsible for all fees and costs associated with servicing, maintaining and all other acts associated with the Property after the Sale Date.

Section 6.5. The Closing. The consummation of the transaction contemplated by this Agreement by delivery of documents and payments of money shall take place within thirty (30) days of the later of (i) the demolition of the building having a common address of 1605 W Main

Street, Saint Charles, IL 60174 and also known as the Grimm building, or (ii) the expiration of the Due Diligence Period, but in no event later than December 31, 2017 at the offices of the Escrow Agent or at such alternate location or date as the parties shall mutually agree.

ARTICLE VII REMEDIES

Section 7.1. Indemnification by Seller. Seller will indemnify and hold Purchaser and its officers, directors, employees and agents harmless from and against, and will reimburse it or them for, any and all losses, damages, deficiencies, claims, costs or expenses, including reasonable attorney's fees and will defend it or them against any third-party claim, demand or litigation arising out of, in connection with or to the extent resulting from:

(a) any material misrepresentation made by Seller, or any breach by Seller of this Agreement, or any schedule or exhibit attached hereto, which material misrepresentation or breach of warranty materially and adversely affects the value of the Property or materially and adversely affects the interest of the Purchaser in the Property prior to the Sale Date; or

(b) the non-fulfillment or non-performance of any covenant, condition or action required of Seller pursuant to this Agreement.

Section 7.2. Intentionally Omitted.

Section 7.3. Indemnification by Purchaser. Purchaser indemnifies and holds Seller, its shareholders and Affiliates and their respective officers, directors, employees and agents, harmless from and against, and must reimburse it or them for, any and all losses, damages, deficiencies, claims, costs or expenses, including reasonable attorney's fees, and defend it or them against any third-party claim, demand, or litigation arising out of, in connection with or to the extent resulting from:

(a) any misrepresentation made by Purchaser, or any breach of warranty by Purchaser, contained in this Agreement, or in any schedule, exhibit, report, written statement or certificate furnished by Purchaser pursuant to this Agreement, which misrepresentation or breach of warranty materially and adversely affects the interest of Seller; or

(b) the non-fulfillment or non-performance of any covenant, condition or action required of Purchaser pursuant to this Agreement.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 8.2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

Section 8.3. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the parties other than those set forth herein.

Section 8.4. Rights Cumulative: Waivers. The rights of each of the parties under this Agreement are cumulative, may be exercised as often as any party considers appropriate and are in addition to each of such party's rights under any other documents executed between the parties or, except as otherwise modified herein, under law. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 8.5. Intentionally Omitted.

Section 8.6. Notices. All notices and other communications under this Agreement must be in writing (including a writing delivered by electronic transmission) and are deemed to have been duly given:

- (a) when delivered, if sent by registered or certified mail (return receipt requested);
- (b) when delivered, if delivered personally or by facsimile or email (if followed by a copy of the same being delivered to the other party by first class mail or reputable overnight courier); or (c) on the first following business day, if sent by United States Express Mail or other reputable overnight courier, in each case to the parties at the addresses set forth below or at such other addresses as shall be specified by like notice:

If to Purchaser:

The City of St. Charles
Attn: City Administrator
2 E. Main Street
St. Charles, Illinois 60174
Phone: (630) 377-4442
Fax: (630) 377-6034
Email: mkoenen@stcharles.il.gov

With a copy to:

John M. McGuirk
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 E. Main Street, Suite G
St. Charles, Illinois 60174
Phone: (630) 513-8700
Fax: (630) 513-8799
Email: jmc@hmcpc.com

If to Seller:

Plank Road, LLC
c/o First Midwest Bank
Attn: Amanda L. Panozzo
7800 W. 95th Street
Hickory Hills, Illinois 60457
Phone: (708) 576-7148
Fax: (708) 398-3577
E-mail: Amanda.Panozzo@firstmidwest.com

With a copy to:

Kevin M. Gensler
Dommermuth, Cobine, West, Gensler, Philipchuck, Corrigan and
Bernhard, Ltd.
111 E. Jefferson Avenue, Suite 200
Naperville, Illinois 60540
Phone: (630) 355-5800
Fax: (630) 355-5976
Email: kmg@dbcw.com

Section 8.7. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles thereof.

Section 8.8. Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS PARAGRAPH AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

Section 8.9. Attorney's Fees. If either party becomes involved in litigation (including bankruptcy proceedings) or other proceedings arising out of or relating to this Agreement, the court will award legal expenses (including reasonable attorney's fees, court costs and other legal expenses) to the prevailing party. The award for legal expenses will not be computed in accordance with any court schedule, but will be as necessary to fully reimburse all reasonable attorney's fees and other legal expenses paid or incurred in good faith, regardless of the size of the judgment or award, it being the intention of the parties to fully compensate for all the reasonable attorney's fees and other legal expenses paid or incurred in good faith. For the purpose of this Agreement, the

terms "attorney's fees" or "attorney's fees and costs" mean the fees and expenses. The terms "attorney's fees" or "attorney's fees and costs" also include all reasonable fees and expenses incurred with respect to appeals, bankruptcy and other proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

Section 8.10. Severability. In the case any provision in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

Section 8.11. Successors and Assigns. This Agreement is binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The foregoing notwithstanding apportionment of expenses as set forth in Section 2.6 and elsewhere herein; may not be assigned.

Section 8.12. Confidentiality. Except as required by law or court order, the parties must keep confidential and must not divulge to any party, without the other party's prior written consent, the terms of this Agreement and the proposed transactions contemplated hereunder; except that either party may disclose such terms to its employees, officers, directors, shareholders, financial advisors, consultants, partners, Affiliates, lenders and attorneys who need to know such terms for purposes of evaluating the transaction or other proper business purpose.

Section 8.13. Attorney Modification. The respective attorneys for the Seller and Purchaser may approve, disapprove, or make modifications to this Agreement, other than stated Purchase Price, within five (5) business days after the Date of Acceptance. Disapproval or modification of this Agreement shall not be based solely upon stated Purchase Price. Any notice of disapproval or proposed modification(s) by either party shall be in writing. **If written notice is not served within the time specified, this provision shall be deemed waived by the Seller and Purchaser and this Agreement shall remain in full force and effect. If prior to the expiration of ten (10) business days after Date of Acceptance, written agreement is not reached by Seller and Purchaser with respect to resolution of proposed modifications, then this Agreement shall be null and void, and all earnest money shall be returned to Purchaser.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned parties to this Agreement has caused this Agreement to be duly executed by one of its duly authorized officers or members, all as of the date first written above.

SELLER:

PLANK ROAD, LLC, an Illinois limited liability company

By: _____

Its: _____

DATED: _____

PURCHASER:

THE CITY OF ST. CHARLES, an Illinois Municipal corporation

By: _____

Its: _____

DATED: _____

EXHIBIT A
Legal Description

TO BE DETERMINED UPON APPROVAL OF THE FINAL PLAT OF RESUBDIVISION.

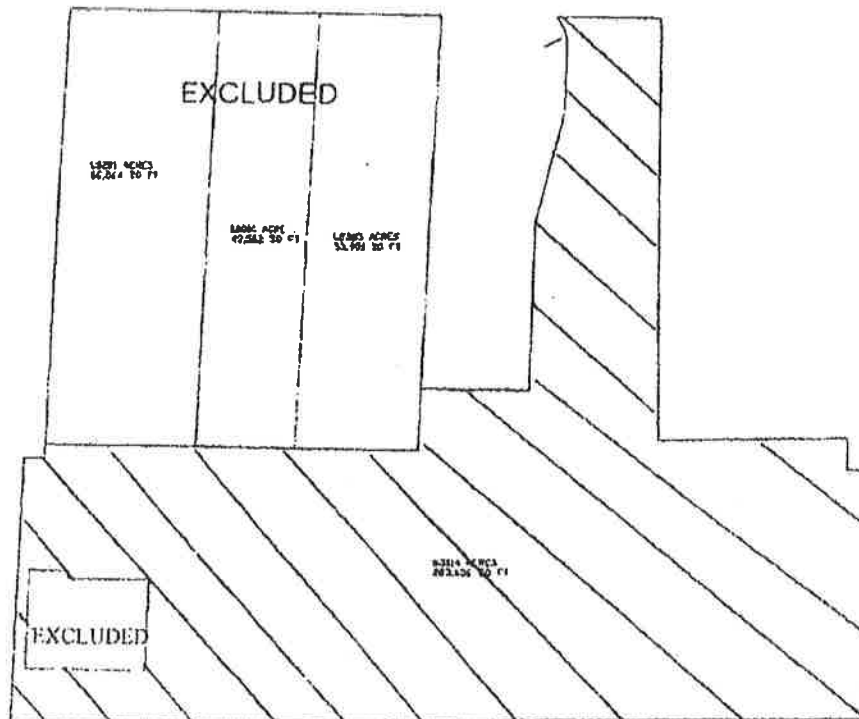


EXHIBIT B

NICOR DISCONNECTION COST

\$11,946.99 -- Total South Building Nicor Disconnect Charges

0.00	105 S. 14th St.	<i>No Charge - Attached to header bar so NG only removing 1 service</i>
942.94	1415 Main	
942.94	1421 Main	
771.77	1423 Main # 4	
771.77	1425 Main # 5	
771.77	1437 Main	
771.77	1505 Main # 136	
0.00	1505 Main # 2	<i>No Charge - Included in 1505 # 136 charge</i>
0.00	1505 Main # 3	<i>No Charge - Included in 1505 # 136 charge</i>
0.00	1515 Main	<i>No Charge - Included in 1519 charge (attached to header bar)</i>
771.77	1519 Main	
771.77	1527 Main	
5,430.49	1535 Main	<i>Pressure Set billed for time/material</i>



EXHIBIT C

CHICAGO TITLE AND TRUST COMPANY
2441 Warrenville Road, Suite 100, Lisle, Illinois 60532

Refer to: Gail Lulling, Escrow Officer
Phone no.: (630) 871-3535
Fax no.: (630) 871-3587

STRICT JOINT ORDER #1 ESCROW TRUST INSTRUCTIONS (EARNEST MONEY)

ESCROW TRUST NO: _____

DATE: _____

To: Chicago Title and Trust Company, Escrow Trustee:

Customer Identification:

Seller: Plank Road, LLC, an Illinois limited liability company

Purchaser: The City of St. Charles, an Illinois Municipal corporation

Property Address: 7± acres in Valley Shopping Center, 1415-1607 Main Street, St. Charles,
Kane County, Illinois 60174

Project Reference: 1415-1607 Main St., St. Charles, IL

Proposed Disbursement Date:

Deposits:

The sum of \$25,000.00 by wire transfer representing: Earnest Money

Delivery of Deposits:

The above-referenced escrow trust deposits ('deposits') are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns.

In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be billed as follows: **50/50** between Seller and Purchaser.

The parties acknowledge that beginning after a period of one year from the date of this agreement,

Chicago Title and Trust Company will impose an administrative maintenance fee (quarterly, semi-annually, or annually) equivalent to the fee set forth on the Company's then current rate schedule.

This fee may be deducted from the outstanding escrow balance or billed **50/50** to Seller and Purchaser.

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Chicago Title.

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investment or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest /Right to Commingle:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey

any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the State of Illinois. The escrow trust instructions, amendments, or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

These Escrow Instruction are made pursuant to the provisions of that certain Real Estate Owned Purchase and Sale Agreement between Purchaser and Seller (the "Agreement"), and the money deposited hereunder is the earnest money under the Agreement (the "Earnest Money"). As between Purchaser and Seller, they agree that they shall provide all joint directions to escrow trustee necessary to cause escrow trustee to disburse the Earnest Money as required under the Agreement, including, without limitation, to return the money to Purchaser if Purchaser terminates the Agreement for any reason on or before the end of the Contingency Period.

For Seller:

Name: Plank Road, LLC
By: Kevin M. Gensler, Esq., Dommermuth, Cobine,
West, Gensler, Philipchuck, Corrigan and Bernhard,
Ltd.
Address: 111 E. Jefferson Avenue, Naperville, IL
60540
Phone: (630) 355-5800 ext. 110
Fax: (630) 470-6654 or (630) 355-5800
E-mail: kmg@dbcw.com

For Purchaser:

Name: The City of St. Charles
By: John M. McGuirk, Esq., Hoscheit, McGuirk,
McCracken & Cuscaden, P.C.
Address: 1001 E. Main St., Ste. G, St. Charles, IL
60174
Phone: (630) 513-8700
Fax: (630) 513-8799
E-mail: jmc@hmcpc.com

Signature: _____

Signature: _____

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By: _____

Date: _____

EXHIBIT D
Permitted Title Exceptions

To be determined pursuant to Section 2.5.

EXHIBIT E
DUE DILIGENCE DELIVERIES

EPA Letter

Final Plat (not signed)

NFR (former gas station) Information:

Transmittal Package

NFR Certificate

NFR Reimbursement

Phase I – 1415-1605 and 1625 Main, St. Charles

Phase II – 1423 & 1625 Main, St. Charles

Pioneer estimate for Dry Cleaner

Received by:

Date: _____