



# Agenda Item Executive Summary

Item Name      Development Incentive Agreement with Bartlett  
Automotive Mall, LLC and Loquercio  
Automotive, Inc.      Committee  
or Board      Board

## BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

## EXECUTIVE SUMMARY

The Development Incentive Agreement (the "Incentive Agreement") is essentially a sales tax sharing agreement among the Village, Bartlett Automotive Mall, LLC (the "Developer") and Loquercio Automotive, Inc. (the "Dealership") whereby the Village agrees to rebate 50% of the sales taxes generated by the two auto dealerships, Hyundai and Genesis, proposing to relocate from Elgin to the Barrington RV property on Lake Street (the "West Property") and upon which the Developer is proposing to construct two separate dealership buildings, and to lease the 10.6123 acre former Groh Camper & Knaack parcel owned by the Village (the "Village East Property") to construct a parking lot on it to store vehicle inventory of the Dealership. The sales tax sharing period has been reduced from 22 years to 18 years.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff:      Bryan Mraz, Village Attorney

Date:      11/12/21

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**BRYAN E. MRAZ**  
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DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

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## MEMORANDUM

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TO: President and Board of Trustees of the Village of Bartlett  
(excluding Trustee Reinke)  
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz

DATE: November 12, 2021

RE: Bartlett Automotive Mall

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I. Before the Board at the regular Board meeting on November 16, 2021, will be:

1. RESOLUTION APPROVING A DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT, BARTLETT AUTOMOTIVE MALL, LLC AND LOQUERCIO AUTOMOTIVE, INC.

The Development Incentive Agreement (the "Incentive Agreement") is essentially a sales tax sharing agreement among the Village, Bartlett Automotive Mall, LLC (the "Developer") and Loquercio Automotive, Inc. (the "Dealership") whereby the Village agrees to rebate 50% of the sales taxes generated by the two auto dealerships, Hyundai and Genesis, proposing to relocate from Elgin to the Barrington RV property on Lake Street (the "West Property") and upon which the Developer is proposing to construct two separate dealership buildings, and to lease the 10.6123 acre former Groh Camper & Knaack parcel owned by the Village (the "Village East Property") to construct a parking lot on it to store vehicle inventory of the Dealership. The sales tax sharing period has been reduced from 22 years to 18 years.

If the Board finds the terms of the Incentive Agreement acceptable it needs to be approved first, and because the Vacant Land Lease with the option to purchase the Village's Property (the "Lease") requires that it be passed by an

ordinance with a different voting requirement (3/4 vote of the President and Board), i.e., six favorable votes to be passed, next.

The Incentive Agreement is contingent upon a number of things, one of which is zoning approval for both the West Property and the Village's East Property, which won't be reviewed until the Committee of the Whole meeting immediately following the regular Board meeting on November 16.. Thus, if the Board does not approve of the zoning approval requests for both the West Property and the Village's East Property, that will terminate the transaction, and both the Incentive Agreement and the Lease will become null and void, and both agreements make clear that approval of each in no way is tacit approval of the Developer's Zoning Applications for both properties.

2. AN ORDINANCE AUTHORIZING A VACANT LAND LEASE WITH OPTION TO PURCHASE FOR REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT, WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO, OR FOR THE BEST INTEREST OF THE VILLAGE, FOR THE 10.6123 +/- ACRE PARCEL OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF IL RT. 20 AND IL RT. 59, BARTLETT, ILLINOIS

The Lease is for a 10 year term, with three renewal terms of five years each. The Lease allows the Developer to construct a parking lot on the Village's East Property if the Village later approves of the requested zoning for that property. The Developer will lease the Village's East Property to store new and used car inventory generated by the Hyundai and Genesis dealerships on the West Property, called the "Companion Site" in the Lease, or from another future dealership in Bartlett, or the Dealership's affiliates (the latter limited to 25%) meaning once the parking lot is constructed on the Village's East Property, 75% of the cars stored on it must be from dealerships located in Bartlett (the "Use Restriction").

Under the Lease the Developer has an option to purchase the Village's East Property, but if it does not do so before the Village has received \$7,000,000 in sales tax (\$14,000,000 x 50%), it must pay \$250,000 to the Village for the property. However, if the Developer waits to exercise its option until after it hits the \$14,000,000 in sales tax, i.e., \$7,000,000 to the Village, then the purchase price is \$1,000, but the Use Restriction would then become a Restrictive Covenant upon the property even if the Developer becomes the new owner of the Village's East Property. Likewise, if the Village does not approve of the Developer's zoning requests for both the Village's East Property and the West Property/Companion Site and close on the purchase of that site, the Lease is voidable.

The public hearings on the Zoning Applications are scheduled before the Plan Commission on December 9, 2021, and it is anticipated that ordinances for the Developer's requested zoning will be considered and voted upon at a special meeting of the Board the week of December 12, 2021, due to manufacturer (Hyundai/Genesis timing requirements) and constraints.

- II. At the November 16, 2021 Committee of the Whole meeting the Board will review:
  1. Development Application for Bartlett Automotive Mall – East Parcel.
  2. Development Application for Bartlett Automotive Mall – West Parcel.

**RESOLUTION 2021 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF DEVELOPMENT INCENTIVE AGREEMENT AMONG THE VILLAGE OF BARTLETT, BARTLETT AUTOMOTIVE MALL, LLC AND LOQUERCIO AUTOMOTIVE, INC.**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Development Incentive Agreement among the Village of Bartlett, Bartlett Automotive Mall, LLC and Loquercio Automotive, Inc. dated November 16, 2021 the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - \_\_\_\_\_ enacted on \_\_\_\_\_, 2021, and approved on \_\_\_\_\_, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

## DEVELOPMENT INCENTIVE AGREEMENT

THIS DEVELOPMENT INCENTIVE AGREEMENT (this “Agreement”) is made and entered into this 16<sup>th</sup> day of November, 2021 (the “Effective Date”), by and among the VILLAGE OF BARTLETT, an Illinois municipal corporation (the “**Village**”), and BARTLETT AUTOMOTIVE MALL LLC, an Illinois limited liability company (or its nominee that ultimately takes title to the West Property, in either case, the “**Company**”), and LOQUERCIO AUTOMOTIVE, INC., an Illinois corporation (the “**Dealership**”). The Village, the Company, and the Dealership are sometimes hereafter individually referred to as a “Party” or collectively as the “Parties”.

### RECITALS:

WHEREAS, the Village is a home rule unit of government authorized to exercise and perform any function relating to its government and affairs; and

WHEREAS, the Company’s affiliate is the contract purchaser of that parcel of real property located within the Village labeled “the West Property” and legally described on Exhibit A attached hereto, with a common address of 1201-1215 West Lake Street, Bartlett, Illinois (the “**West Property**”); and

WHEREAS, the Village is the owner of that approximate 10.6123 acre parcel of land bearing Cook County Tax Parcel Identification Number 06-28-204-002; 06-28-400-014; 06-28-400-016, 06-28-400-018; and 06-28-400-019, located at the southwest corner of Illinois Route 20 and Illinois Route 59 intersection, commonly known as 1105 West Lake Street, Bartlett, Illinois, and legally described as on Exhibit C, commonly referred to as the former “Groh Camper & Knaak Property” (hereinafter referred to as the “**East Property**”); and

WHEREAS, the Dealership currently owns and operates in the City of Elgin, Illinois a Hyundai new car dealership and a Genesis new car dealership (individually or collectively, the “**Hyundai / Genesis Dealerships**”); and

WHEREAS, provided that (i) the Company is successful in purchasing the West Property and Leasing the East Property, (ii) the Dealership is successful in obtaining from Hyundai Motor America (the “**Franchisor**” or “**Manufacturer**”) all approvals required to relocate the Dealership’s existing dealership operations from the City of Elgin to the West Property and East Property, and (iii) such approval from the Franchisor is not successfully challenged under the motor vehicle franchise laws of the State of Illinois, the Dealership agrees to relocate its entire operations with respect to the Hyundai / Genesis Dealerships from the City of Elgin to the West Property and East Property within the Village (the “**Hyundai / Genesis Relocation to Bartlett**”) as soon as reasonably practicable once (A) the Improvements (hereinafter defined) have been completed by the Company, (B) the buildings have been equipped and furnished by the Dealership,

(C) the Village has issued all required certificates of occupancy, and (D) the State of Illinois has issued all required permits and approvals regarding such relocation, in accordance with this Agreement and applicable Village ordinances; and

WHEREAS, the Hyundai / Genesis Dealerships are each engaged in the business of (i) selling new Hyundai or Genesis brands of motor vehicles pursuant to franchise agreements entered into with, (ii) selling used vehicles, (iii) selling parts, and (iv) providing motor vehicle repair and other services (including a car wash to service its own inventory and its customers), with the right to supplement or replace said Hyundai and / or Genesis Dealerships with one or more other new car dealerships; and

WHEREAS, conditional upon, among other things, the Village approving and executing this Agreement, the Company intends to (A) acquire fee simple title to the West Property, (B) lease from the Village the East Property, and (C) construct on the West Property and the East Property buildings and/or other site improvements as approved by the Village (the “**Improvements**”) and thereafter lease same to the Dealership; and

WHEREAS, the Village agrees, in reliance on and conditioned upon the consummation of the Hyundai / Genesis Relocation to Bartlett, to provide certain economic assistance in the form of the Sales Tax Sharing Payments (as hereafter defined), as specifically set forth in this Agreement; and

WHEREAS, in reliance upon the mutual promises contained herein, the Village and Company are entering into this Agreement, which upon execution will constitute the full and complete understanding of the Village and Company with respect to the subject matter hereof and supersede all previous agreements between the parties relating to the subject matter hereof.

NOW, THEREFORE, in consideration of the Recitals, the covenants, terms and conditions hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the parties hereto as follows:

#### AGREEMENTS:

##### 1. Recitals

The parties hereby agree that the Recitals set forth hereinabove are incorporated herein by reference, as if fully set forth herein.

##### 2. Definitions

For purposes of this Agreement, and in addition to the defined terms contained in the foregoing Recitals, the following terms shall have the following meanings:

- A. “Assignee” shall have the meaning as set forth in Section 4A below.

- B. "Commencement Date" means (i) the date on which the Hyundai / Genesis Dealerships makes its first taxable sale from the West Property; and (ii) the date on which there is a cessation of all sales of new and used Hyundai and Genesis vehicles and parts from the Dealership's existing Hyundai and/or Genesis dealership in Elgin, Illinois (being the only municipality in which the Dealership currently operates).
- C. "Dealership" means Loquercio Automotive, Inc. and any other entity from time to time operating a New Car Dealership on the Dealership Properties.
- D. Dealership Properties" means, collectively, the West Property and the East Property.
- E. "Department" means the Illinois Department of Revenue.
- F. "New Vehicle Dealership" means a business operating on the West Property engaged in the business of (i) selling new Hyundai, Genesis, or any other brand of motor vehicles pursuant to franchise agreements entered into with the motor vehicle brand manufacturer, (ii) selling used vehicles, (iii) selling parts, and (iv) providing motor vehicle repair and other customary services.
- G. "Permitted Assignee" means, with respect to the Company (i) any lender to the Company who takes such assignment as collateral for one or more loans or other financing; and / or (ii) the Dealership, any person who succeeds to the business of the Dealership through the acquisition of substantially all of its assets, or otherwise operates thereon one or more other Hyundai / Genesis Dealerships, and (iii) or any other new car dealership operating on either or both of the Dealership Properties; provided, however, and notwithstanding anything in this Agreement to the contrary, (B) the provisions of Section 23 below shall be applicable to any such assignment (other than to a lender) and (B) this Agreement shall remain in effect as to any such Permitted Assignee only as so long as the Permitted Assignee continues to operate a New Vehicle Dealership on the West Property and / or the East Property.
- H. "Sales Taxes" means any and all of those taxes imposed by the State of Illinois pursuant to the Use Tax Act 35 ILCS 105/1 *et seq.*), the Service Use Tax Act 35 ILCS 110/1 *et seq.*), the Service Occupation Tax Act (35 ILCS 115/1 *et seq.*), and the Retailers' Occupation Tax Act (35 ILCS 120/1 *et seq.*), the Home Rule Municipal Retailers Occupation Tax (65 ILCS 5/8-11-1), and the Home Rule Municipal Service Occupation Tax (65 ILCS 5/8-11-5) each as supplemented and amended from time to time, or any substitute taxes therefor as provided by the State of Illinois in the future. The term "Sales Taxes" shall also include any future tax that may be imposed by the State of Illinois, the County of Cook, and / or the Village on services (labor) rendered by the Dealership at the Property.
- I. "Sales Tax Sharing Payment" shall have the meaning as set forth in Section 4A below.
- J. "Sales Tax Revenue(s)" means all revenue from Sales Taxes actually received by the Village as a result of and with respect to any and all sales transactions from the operation of any and all New Vehicle Dealership on either or both of the Dealership Properties during the Sales Tax Participation Period (including, without limitation, face-to-face sales transacted on either or both of the Dealership Properties, and all sales transacted over the telephone, over the internet, or through any other medium or mode of transacting business).

(For clarification purposes only, any Sales Tax Revenue generated by sales from either or both of the Dealership Properties during the eighteenth (18<sup>th</sup>) year of the term of this Agreement but not received by the Village until the nineteenth (19<sup>th</sup>) year shall still be included as Sales Tax Revenue that is subject to the sharing provisions of this Agreement.)

- K. "Sales Tax Participation Period" means the period beginning on the Commencement Date and ending on December 31<sup>st</sup> of the eighteenth (18<sup>th</sup>) year following the Commencement Date (subject to extension as provided in Sections 7 and 15 below).
- L. "Sales Tax Year" means (i) the 12 consecutive month period starting on the Commencement Date and ending 12 months later and (ii) each consecutive succeeding 12-month period thereafter during the Sales Tax Participation Period.
- M. "Village Share" shall have the meaning as set forth in Section 4A below.

### 3. Findings of Village

The Board of Trustees of the Village hereby makes the following findings:

- (i) That the camper sales business on the West Property has leased operations thereon and has relocated its business outside of the corporate limits of the Village and would likely remain vacant for more than one (1) year but for the New Dealership Development;
- (ii) That, if developed, the New Vehicle Dealership Development will likely generate substantial sales tax revenue, jobs and other economic growth for the Village;
- (iii) That based on reasonable projections from the Dealership, the New Vehicle Dealership Development is anticipated to create job opportunities within the Village estimated to be in excess of one hundred (100) sales, service, maintenance and management personnel by the Dealership within the Village; [Loquercio to insert info in blank]
- (iv) That the New Vehicle Dealership Development will significantly increase traffic and customers into the area which will serve to further the development of adjacent areas;
- (v) That based on representations and documentation submitted by the Company, the agreement by the Village to provide sales tax rebates as herein set forth is deemed necessary by the Village to encourage the Hyundai / Genesis Relocation to Bartlett, and but for such sales tax sharing as herein set forth, such Hyundai / Genesis Relocation to Bartlett would likely not occur;
- (vi) That the Company and the Dealership meets high standards of creditworthiness and financial strength which have been confirmed by a letter from the Company's and the Dealership's bank or banks;
- (vii) That the Hyundai / Genesis Relocation to Bartlett will strengthen the commercial sector of the Village by providing a quality retail entity that will create additional high paying jobs, provide additional real estate and sales

- taxes, and provide a destination for vehicular traffic that will benefit current and future commercial/retail entities in the area;
- (viii) That the Hyundai / Genesis Relocation to Bartlett will enhance the tax base of the Village through increases in real estate taxes and Sales Tax Revenues paid by the Company; and
  - (ix) That this Agreement is made in the best interest of the Village.

#### 4. Economic Incentives: Sales Tax Sharing Payment

A. The Village shall distribute and disburse to the Company (or its Permitted Assignee(s), or to such other person to whom the Company may assign its rights hereunder by written notice to, and with the consent by the Village, which consent shall not be unreasonably withheld, conditioned or delayed (any Permitted Assignee and any other assignee consented to by the Village being collectively called an “**Assignee**”) fifty percent (50%) of the Sales Tax Revenue actually received by the Village with respect to retail sales made by any New Vehicle Dealership from either of the Dealership Properties during the Sales Tax Participation Period, with payments (each a “**Sales Tax Sharing Payment**”) to be made semi-annually to the Company within sixty (60) days of the actual receipt by the Village from the Department of the Village’s distributive share of such Sales Tax Revenue, provided, however, the first Sales Tax Sharing Payment in the first Sales Tax Year shall be due no earlier than the first June 30<sup>th</sup> date or December 31<sup>st</sup> date, as the case may be, which is at least six (6) months from the issuance of the first Certificate of Occupancy. The Village shall provide the Company with a semi-annual report of all Sales Tax Revenue generated by any such New Vehicle Dealership and actually received by the Village for the preceding semi-annual period. The Sales Tax Revenue received by the Village, over and above the amount thereof which the Village is obligated to pay to the Company as Sales Tax Sharing Payments, is herein referred to as the “**Village Share**”.

B. Notwithstanding any other provision of this Agreement to the contrary, it is agreed and understood that the Village’s obligation under this Agreement to distribute and disburse a portion of Sales Tax Revenues shall not be a general debt of the Village on or a charge against its general credit or taxing powers, and shall constitute a special limited obligation payable solely and only out of the Sales Tax Revenues received by the Village. The Company and the Dealership shall have no right, and agree that it shall not, compel any exercise of the taxing power of the Village to pay the Sales Tax Revenues distributions and disbursements, and no execution of any claim, demand, cause of action, or judgment shall be levied upon or collected from the general credit, general funds, or any other property of the Village other than with respect to Sales Tax Revenue collected by the Village and not distributed and disbursed to the Company or to a Permitted Assignee, as required by this Agreement (“**Delinquent Payments**”). The obligation of the Village to make payments of (rebate) a portion of Sales Tax Revenues by the Village to the Company or to a Permitted Assignee as provided for in this Agreement shall not constitute an indebtedness of the Village or a loan or a liability

of the Village within the meaning of any constitutional or statutory provision, except to the extent of any Delinquent Payments, as to which the Company or a Permitted Assignee shall have the right to seek and enforce a judgment against the Village for the payment thereof. No interest shall be due, owing or paid by the Village with respect to the rebate of any Sales Tax Sharing Payment except with respect to any Delinquent Payments, as to which interest at the Prime Rate of interest (as from time to time published and announced by the *Wall Street Journal*) shall be payable by the Village.

C. The Company and the Dealership hereby each represents that (i) the Sales Tax Revenue to be shared with and disbursed to the Company pursuant to this Section 4 and reported to the Illinois Department of Revenue pursuant to Section 5 below would not have been payable to another unit of local government but for this Agreement; (ii) as of the Commencement Date, the Dealership will not maintain a retail location in any other unit of local government from which the sale of vehicles or other tangible personal property covered by this Agreement are delivered to purchasers, or a warehouse from which tangible personal property is delivered to purchasers; and (iii) the sales tax sharing provisions contained in this Agreement do not violate the provisions of 65 ILCS 5/8-11-21. The Company and the Dealership hereby agree to indemnify, defend and hold the Village harmless from and against any and all liability, loss, costs, and demands arising out of any liability the Village may have to any other unit or local government pursuant to the aforesaid 65 ILCS 5/8-11-21 as provided in Section 22 below. Should any other unit of local government assert a claims against the Village asserting a violation of said 65 ILCS 5/8-11-21, the Village shall promptly notify the Company and the Dealership and tender the defense of said claim to the Company and to the Dealership.

## 5. Sales Tax Reports

A. No less often than on a quarterly calendar basis, the Dealership shall furnish or cause to be furnished to the Village copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other applicable governmental entity by the Dealership or any other New Vehicle Dealership operating at either of the Dealership Properties. Such documents shall be sent to the attention of the Village Finance Director. The Dealership shall make written request that the Local Tax Division of the Department (“**LTD-IDOR**”), or such successor to such agency, supply to the Village on a semi-annual or more frequent basis a report itemizing and certifying the amount of Sales Tax Revenues received by the Village from all such New Vehicle Dealerships operations on either of the Dealership Properties during the period covered by the said report (with such report from the LTD-IDOR certifying the amount of Sales Tax Revenue received by the Village from the operation of all such New Vehicle Dealerships being hereinafter referred to as a “**IDOR Sales Tax Revenue Certification Report**”);

B. The Dealership shall take all additional actions as may reasonably be necessary in order for the Village to obtain the information to insure the accurate calculation of Sales Tax Revenues from sales occurring on or from either of the Dealership Properties;

C. The Dealership shall supply or cause to be supplied to the Village appropriate authorizations for the Department to provide such information, including copies of filings with the Department made by the Dealership with respect to sales from the either of the Dealership Properties;

D. The Dealership shall, upon written request of the Village, provide a power of attorney in favor of the Village in a form reasonably satisfactory to the LTD-IDOR, authorizing the Village to request and retrieve gross revenue and other information necessary to allow the Village to compute the Sales Tax Revenues;

E. The Dealership shall, upon written request of the Village, provide to the Village copies of any form ST-1 or form ST-556, or any successor reporting forms, filed with the Department regarding the New Vehicle Dealership operations on the either of the Dealership Properties;

F. The Dealership shall allow the Village the right, upon reasonable notice to the New Vehicle Dealership(s) operating on the either of the Dealership Properties, to audit the New Vehicle Dealership's records in order to confirm Sales Tax Revenues being generated from the either of the Dealership Properties. Such documents shall be sent to the attention of the Village Finance Director of the Village;

G. To the extent permitted by law, the Village shall maintain the confidentiality of all information and reports provided to the Village in connection with the sales and Sales Tax Revenues generated from operations on the either of the Dealership Properties. In addition, prior to any payments to the Company pursuant to this Agreement, the Dealership shall provide, or cause the Village to be provided with properly executed authorizations to the State of Illinois granting the Village the right to access the Sales Tax records of the Dealership. The Company and the Dealership acknowledge and agree that the provisions of this Agreement shall be a matter of public record, as shall any and all payments or disbursements made by the Village to the Company pursuant to this Agreement, and that such information is subject to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.) ( the "FOIA");

H. The Company agrees and acknowledges that any distributions or disbursements of Sales Tax Revenue made by the Village made pursuant to this Agreement can only be made from and to the extent of the data submitted to the State of Illinois in accordance with this Section;

I. The Village shall have no obligation to procure the IDOR Sales Tax Revenue Certification Report from the LTD-IDOR, but the Village shall reasonably cooperate with the Dealership to the extent required by the LTD-IDOR for the Dealership to provide all information to the LTD-IDOR that may be required for said LTD-IDOR to then provide the Village with the IDOR Sales Tax Revenue Certification Report for each semi-annual period; and

J. The Village shall have no obligation to disburse a Sales Tax Sharing Payment for a period within the Sales Tax Participation Period unless and until the Village has received the IDOR Sales Tax Revenue Certification Report relevant to that specific period.

#### 6. Sales Tax Incentive Payment Mechanism

The Village shall remit in full to the Company, or its designee, or an Assignee, the Sales Tax Sharing Payments to which the Company is entitled as determined in Section 4A., *supra*. The Village shall be liable to the Company for distribution or disbursement of monies hereunder only to the extent of the Sales Tax Revenue generated by the any New Vehicle Dealership operating on either of the Dealership Properties and actually received by the Village from the Department, provided, however, the Village reserves the right to make such earlier and/or additional payments in such amounts and at such times as the Village, in its sole discretion, deems appropriate. Any payments due the Company pursuant to this Agreement shall be reduced by an amount equal to all collection fees imposed upon the Village by the State of Illinois or the Department or other applicable governmental agency or body, for collection of Sales Tax Revenue generated by the Hyundai / Genesis Relocation to Bartlett.

#### 7. Casualty/Extension of Sales Tax Participation Period

If all New Vehicle Dealership retail operations on the West Property cease due to casualty or other causes constituting force majeure as defined in Section 15 hereof (other than contested loss of franchise rights), then, in each case, provided the conditions set forth in Section 15 hereof have been satisfied, the Sales Tax Participation Period of this Agreement shall be automatically extended for a period equal to the period commencing on the date of said casualty, or the date said force majeure commences (as applicable), through the date of final completion of the reconstruction of said improvements, or the date of cessation of said force majeure (if applicable), and the Village's payment obligations hereunder shall, with respect to the Sales Tax Revenue arising or accruing during said extended Sales Tax Participation Period, continue for said period.

8. Additional Development Incentives. To further incent the Hyundai / Genesis Relocation to Bartlett on the Property, the Village hereby agrees to charge those fees as more particularly set forth on **Exhibit E** attached hereto (the “**Adjusted Fees**”)

#### 9. Mutual Assistance

The Company, the Dealership and the Village agree to do all things practicable and reasonable to carry out the terms and provisions of this Agreement and to aid and assist each other

in carrying out its terms; provided, however, that no party will be obligated to incur or assume any liability or cost not otherwise expressly provided for herein.

10. Default: Remedies

A. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any terms or conditions by any party hereto, such party shall, upon written notice from the non-defaulting party, proceed promptly to cure or remedy such default or breach within sixty (60) days after receipt of such notice. If any such default is not susceptible of being cured within said sixty (60) day period other than through the use of extraordinary measures, and the defaulting party commences to cure the default within said sixty (60) day period and proceeds with due diligence, then such party shall not be deemed in default under this Agreement. If the defaulting party has not commenced to cure the default within the sixty (60) day period, notice will be sent to the defaulting party and they shall be granted another sixty (60) day period in which to cure the default. If the defaulting party commences to cure the default within the second sixty (60) day period and proceeds with due diligence, then such party shall not be deemed in default under this Agreement.

B. Except as otherwise provided in this Agreement, in case any action hereunder is not taken or not diligently pursued or the default or breach shall not be cured within the above periods, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, an action to restrain any such default or breach of its obligations, an action to compel specific performance by the party in default or breach of its obligations, an action to recover damages against any party liable pursuant to the provisions hereof, or any other action at law or in equity and shall have the right to recover all enforcement-related costs and expenses (subject, however, to Sections 10C and 10D below). Except as otherwise set forth in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by any other party.

C. During such time (if ever) as the Company and the Dealership, or either of them, may be in material default in the performance of any of their joint, or its respective obligations to the Village under this Agreement (other than a violation, breach or default with respect to any general zoning, property maintenance or other Village ordinance of general applicability to commercial properties throughout the Village by the Company and/or the Dealership, (which general code violation shall not be deemed to be a material breach under this Development Incentive Agreement and which the Parties hereto agree shall instead be addressed by the Village through its general code enforcement provisions and procedures and not through the exercise of any remedies under this Agreement) hereunder beyond the expiration

of any applicable cure period (the “**Continuing Default Period**”), then, in addition to seeking to compel compliance by the Company through equitable remedies, (i) the Company shall be deemed to have forfeited its right to share in any Sales Tax Revenue under section 4A above during the Continuing Default Period (“**Default Period Forfeiture**”) and (ii) the Village may retain 100% of such Sales Tax Revenue arising from sales during such Continuing Default Period; it being understood and agreed, however, that once such default is cured, the right of the Company to share in Sales Tax Revenue from sales occurring after such cure shall again be restored.

D. It is the express intention of the Parties that no breach by the Company or the Dealership or its / their Permitted Assignee involving (i) a breach any other code or ordinance of the Village, or (ii) a breach of any provision of this Agreement (other than a Fundamental Breach, as defined in Section 24 below) shall give rise to any right on the part of the Village to terminate this Agreement. For the absence of ambiguity, for any breach by the Dealership or the Company or its Permitted Assignee not involving a Fundamental Breach, the Village’s remedies shall not include the right to terminate this Agreement or to permanently discontinue the payment of Sales Tax Sharing Payments.

E. Any delay by any party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way; it being the intent of this provision that such party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the default involved. No waiver made by any party with respect to any specific default by any other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

#### 11. Entire Agreement

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those herein set forth.

#### 12. Survival of Terms, Binding upon Successors

The covenants, terms, conditions, representations, warranties, agreements and undertakings set forth in this Agreement (and specifically including, without limitation, those covenants, terms, conditions, representations, warranties, agreements and undertakings which survive the termination of this Agreement) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, lessees and legal representatives, provided, however, an assignment by the Dealership or the Company of this Agreement, or any part thereof,

to other than its respective Permitted Assignee shall require the express written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.

13. Governing Law

The validity, meaning the effect of this Agreement, shall be determined in accordance with the laws and ordinances of the State of Illinois and the Village of Bartlett.

14. Supplemental Agreements

The parties agree to cooperate in order to execute such supplemental agreements, memoranda and similar documents as may reasonably be deemed necessary to implement the terms of this Agreement.

15. Force Majeure

Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation, or the delay in procuring needed permits for which good faith application has been made and diligently prosecuted by Company or the Dealership, or litigation or administrative challenges which prevent the Company or the Dealership's performance hereunder, and which are being diligently defended against or resisted by the Company or the Dealership, the breach by either or both of the current owners of the East Parcel or West Parcel as to their obligations under their respective lease or real estate sale contract, respectively, which has the result of delaying the closing or the turn-over of exclusive possession to the Company, or contested loss of dealership franchise rights. An extension of time for any such event of Force Majeure shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause(all of the foregoing being sometimes collectively referred to as "Force Majeure"), provided that written notice by the Party claiming such extension is sent to the other party not more than twenty (20) days after the commencement of the cause or not more than twenty (20) days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later.

16. Notices

Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:           Village of Bartlett  
  228 S. Main Street

Bartlett, IL 60103  
ATTN: Village Administrator

With a copy to: Bryan E. Mraz, Esq.,  
Bryan E. Mraz & Associates, P.C.  
111 Irving Park Road  
Roselle, IL 60172

If to Company: Bartlett Automotive Mall LLC  
Attention: Robert P. Loquercio  
1600 West Lake Street  
Streamwood, IL 60107

With a copy to: Peter C. Bazos, Esq.  
Bazos, Freeman, Schuster & Pope, LLC  
1250 Larkin Ave., Suite 100  
Elgin, IL 60123

If to the Dealership  
Affiliate: Loquercio Automotive, Inc.  
Attention: Robert P. Loquercio  
1600 West Lake Street  
Streamwood, IL 60107

With a copy to: Peter C. Bazos, Esq.  
Bazos, Freeman, Schuster & Pope, LLC  
1250 Larkin Ave., Suite 100  
Elgin, IL 60123

#### 17. Severability

If any provision, condition, covenant or other clause, sentence or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purposes of the Agreement cannot be fulfilled, then this Agreement shall terminate as of the date of such final, non-appealable judgment order.

#### 18. Village Approval

This Agreement is subject to the approval of the Village Board of Trustees of the Village of Bartlett, Illinois. A certified copy of the resolution (or other Village action) approving the terms and conditions of this Agreement and authorizing and directing the Village to execute this Agreement on behalf of the Village, certified by the Village Clerk, shall be provided to the Dealership.

#### 19. Amendments

This Agreement may be amended from time to time only by written agreement between the parties hereto.

20. Representations, Warranties and Covenants

A. The Company represents warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

- (1) The Company is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;
- (2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (3) The execution, delivery and performance of this Agreement by the Company has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization or Operating Agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under, or require any third-party consent under any agreement, instrument or documents to which the Company is a party or by which the Company is now or may become bound; and
- (4) The Company warrants and represents that this Agreement is not prohibited by any requirement of law (including, without limitation, 65 ILCS 5/8-11-21) in that no Sales Tax Revenue from transactions occurring at the Dealership Properties would have, absent this Agreement, been paid to another unit of local government in which the Dealership maintains a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers.

B. The Dealership represents, warrants and covenants as follows:

- (1) The Dealership is an Illinois corporation company duly organized, validly existing, and qualified to do business in Illinois;
- (2) The Dealership has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (3) The execution, delivery and performance of this Agreement by the Dealership has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or By-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under, or require any third-

party consent under any agreement, instrument or documents to which the Dealership is a party or by which the Dealership is now or may become bound; and

- (4) The Dealership warrants and represents that this Agreement is not prohibited by any requirement of law (including, without limitation, 65 ILCS 5/8-11-21) and that, throughout the term of this Agreement, no Sales Tax Revenue from transactions occurring at the Dealership Properties would have, absent this Agreement, been paid to another unit of local government in which the Dealership maintains a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers.

C. The Village of Bartlett, an Illinois municipal corporation, represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

- (1) The Village is an Illinois home rule unit of government and has the right, power and authority to enter into, execute, deliver and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (2) The individuals executing this Agreement on behalf of the Village have the power and authority to execute and deliver the Agreement on behalf of the Village; and
- (3) The execution, delivery and performance of this Agreement is not prohibited by or under any contractual obligation of the Village; will not result in breach or default under any agreement to which the Village is a party or to which the Village in whole or in part is bound; and will not violate any restriction, court order, or agreement to which the Village is subject.

## 21. Third Parties

Except with regard to Permitted Assignees or other persons to whom rights or interests hereunder are assigned with the consent of the Village as herein provided, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and, the Dealership, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Dealership, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Dealership. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

## 22. Indemnification

In the event that a claim is made against the Village, its officers, officials, agents and employees or any of them (or if the Village, its officers, officials, agents and employees or any of them, is made a party-defendant in any proceeding) arising out of or in connection with (1) this Agreement, (2) the operation of the Dealership at the West Property and/or East Property, (3) the Hyundai / Genesis Relocation to Bartlett, (4) any distribution or disbursement of any Sales Tax Sharing Payment to the Company in lieu of to the Dealership, or (5) a claim is made under 65 ILCS 5/8-11-21 in each such case hereafter collectively called a “**Section 22 Claim**”), the Company and the Dealership shall be jointly and severally obligated to defend and hold the Village, its officers, officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys’ fees. The Village shall also have the right to retain independent counsel should it choose to defend any such Section 21 Claim and in such event the Company and the Dealership shall be jointly and severally obligated to reimburse the Village for all legal expenses incurred in connection with such defense unless the Dealership has undertaken to, and is actively asserting such defense through competent counsel. The Village and its officers, officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. Further, the Dealership shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, with the prior approval or consent of the Village, its officers, agents and employees as the case may be, provided the Village shall not be required to contribute to such settlement. Nothing in this Section 22 or elsewhere in this Agreement shall obligate the Dealership or its affiliates to pay or reimburse the Village for any Sales Tax Revenue that is never received by the Village as a result of any Section 22 Claim.

#### 23. Effect of Assignment

Upon any full and complete transfer or assignment by the Dealership of its rights and interests hereunder to its / their respective Permitted Assignees (or upon the approval by the Village of any other transfer or assignment) the transferor / assignor shall be released from all further obligations under this Agreement, provided, however, that at the time of such transfer or assignment any such transferee or assignee assumes in writing all obligations of the Dealership as set forth in this Agreement.

#### 24. Fundamental Breach: Early Termination

A. The occurrence of any of the following shall constitute a “**Fundamental Breach**” by such Party:

- (i) Subject to delay caused by force majeure, the failure by the Company to acquire title to the West Property on or before a date (the “**West Property Closing Date**”) that is not more than ninety (90) days after the approval by the Village of all required Entitlements (as hereafter defined);
- (ii) Subject to delay caused by Force Majeure, the failure by the Dealership to complete the Hyundai / Genesis Relocation to Bartlett on or before December 31, 2023;

- (iii) The designation of a location outside the corporate limits of the Village as the point of sale for the automobiles actually sold on the Dealership Properties by the Dealership; provided, however, that any vehicle delivered at the Dealership Properties to a purchaser who purchased such vehicle from another dealership not affiliated with the Dealership situated at a location outside the Village (a “**Remote Dealership**”) to whom the Dealership or its Permitted Transferee may have sold such vehicle in an inter-dealership transaction shall not be a violation of this Section 24 or of any other provision of this Agreement;
- (iii) The discontinuance of the operation of all New Vehicle Dealership operations on the West Property for more than six (6) consecutive months other than by reason of (i) casualty, (ii) the contested loss of dealership franchise rights which the Dealership is diligently opposing in good faith, or (iii) other causes constituting force majeure (as defined in Section 15 hereof); or
- (iv) Fraudulent or criminal conduct by the Company and the Dealership, or either of them, in the performance of this Agreement.

B. Upon the occurrence of a Fundamental Breach by the Dealership or its Permitted Transferee, the Village may, in addition to any and all rights and remedies available to it under this Agreement terminate this Agreement, prospectively only, after which the Dealership shall not be entitled to any further sharing of Sales Tax Revenues hereunder. For the avoidance of doubt, the Village shall have no right to claim any refund of Sales Tax Revenues it may have paid to the Company (or its nominee or Permitted Transferee) prior to the termination of this Agreement.

## 25. Miscellaneous

- (a) Time is of the essence of this Agreement.
- (b) This Agreement shall be governed and construed in accordance with the internal laws of the State of Illinois.
- (c) This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further, photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.
- (d) This Agreement is and shall be deemed and construed to be the joint and collective work product of the Village and the Company/Dealership and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.
- (e) The Village agrees from time to time, within ten (10) business days after request of the Company or the Dealership, to deliver to the Company or to the Dealership, or its designee,

an estoppel certificate stating that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), the period with respect to which Sales Tax Sharing Payments have been paid to the Company and the aggregate amount of such Sales Tax Sharing Payments paid to such date, that neither the Company nor the Dealership is in default hereunder (or if in default, the nature and extent of such default), and that the neither the Company nor the Dealership has assigned its rights or interests hereunder.

- (f) The Parties acknowledge that the Hyundai / Genesis Relocation to Bartlett will require, among other things, the adoption by the corporate authorities of ordinances approving zoning map amendments, special use permits, a sign variance, and a planned unit development(s), and subdivision approval for both the West property and the East Property (collectively, “**Entitlements**”). Nothing in this Agreement obligates the corporate authorities to approve the Entitlements, or constitute tacit or constructive approval of the Entitlements. The passage of a resolution approving of this Development Incentive Agreement shall not be deemed or constructively constitute approval of the Vacant Land Lease or the Real Estate Contract for the Lease of the East Property with an option to purchase the same attached hereto as Exhibit D, as Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) requires any such lease or conveyance of real estate owned by a village to be authorized only by the passage of an ordinance approving of any such lease, lease with an option to purchase, or sale is passed by a 3/4 vote of the corporate authorities then holding office.
  
- (g) Based both on Illinois case law and on the currently published advice of the Illinois Department of Labor, the Village has determined that the Village’s agreement to remit to the Company certain Sales Tax Sharing Payments in accordance with this Amended Agreement does not cause the Illinois Prevailing Wage Act to become applicable to the Project (the “**Village Determination**”). The Sale Tax Sharing Payments provided to the Company pursuant to this Agreement do not make the project a “public works” in that the Sales Tax Sharing Payments are not “public funds”. The Company and Dealership each represent that the construction of the Project is being funded utilizing the Company’s private funds (including funds borrowed by the Company), and not by the Dealership. The Dealership agrees to indemnify, hold harmless, and defend (or to cause the Company to indemnify, hold harmless, and defend) the Village, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof (collectively, the “**Indemnified Parties**”) from and against all loss, cost, damage, judgments, awards, fines, penalties, interest, liabilities, liens, judgments, and reasonable attorney’s fees (collectively, “**Damages**”) sustained by any of the Indemnified Parties and which result from or arise in connection with the assertion against any of the Indemnified Parties of any regulatory action, complaint, claim, or suit challenging the Village Determination and asserting noncompliance with the Prevailing Wage Act (the “**Legal Challenge**”), including, but not limited to any complaint by the Illinois Department of Labor under Section 4(a-3) of the Prevailing Wage Act. The indemnification obligations of this Section on the part of the Dealership and the Company shall survive the termination or expiration of this Agreement. The Dealership and / or the Company shall have the right, at its own expenses, to defend any such Legal Challenge with competent counsel of its

choosing, If any such Legal Challenge results in an award of Damages against the Village that becomes final and non-appealable, the Dealership agrees to promptly pay and discharge (or to cause the Company to pay and discharge) same in full before any collection proceedings or liens are asserted against the Village, and failing to do so, the Village shall have the right (in addition to all other rights hereunder or under Illinois law) to set off its Damages against the future Sales Tax Sharing Payments that thereafter become payable to the Company hereunder.

26. Limited Liability of Corporate Authorities

The parties hereto acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date first above written.

VILLAGE OF BARTLETT  
An Illinois municipal corporation

BARTLETT AUTOMOTIVE MALL LLC  
An Illinois limited liability company

By: \_\_\_\_\_  
Its: Village President

By: \_\_\_\_\_  
Robert P. Loquercio, its Manager

ATTEST:

LOQUERCIO AUTOMOTIVE, INC.

\_\_\_\_\_  
Its: Village Clerk

By: \_\_\_\_\_  
Robert P. Loquercio, its President

ATTEST:

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Kevin Wallace, personally known to me to be the Village President of  
the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and Lorna Giles, personally  
known to me to be the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties,  
Illinois, and personally known to me to be the same persons whose names are subscribed to the  
foregoing instrument, appeared before me this day in person and severally acknowledged that as  
such Village President and Village Clerk of said Village of Bartlett, executed this instrument and  
caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act,  
and as the free and voluntary act and deed of said corporation, for the uses and purposes therein  
set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert P. Loquercio, personally known to me to be the President of Loquercio Automotive, Inc., and \_\_\_\_\_, personally known to me to be the Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary of Loquercio Automotive, Inc., they executed the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Robert P. Loquercio, personally known to me to be the Manager of  
Bartlett Automotive Mall, LLC, personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that as such Manager of Bartlett Automotive Mall, LLC, he executed the said instrument as his  
free and voluntary act, and as the free and voluntary act and deed of said company, for the uses  
and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE WEST PROPERTY**

[Insert legal description of RV site]

**EXHIBIT B**

**[INTENTIONALLY OMITTED]**

**EXHIBIT C**  
**LEGAL DESCRIPTION OF EAST PROPERTY**

[Insert legal description of Village-owned site]

**EXHIBIT D**

**VACANT LAND LEASE AND REAL ESTATE CONTRACT**

## EXHIBIT E ADJUSTED FEE

### BUILDING AND CONNECTION FEES

**11/4/2021 Estimated Fees**

Plan Review Fee		\$100.00 (\$75 for required additional reviews)	WAIVED	
Certificate of Occupancy Fee		\$100.00	WAIVED	
<b>Genesis (East Building)</b>	<b>18,000 sf</b>			
10,000 sf	x	\$0.75 =	\$7,500.00	NOT WAIVED
8,000 sf	x	\$0.20 =	\$1,600.00	NOT WAIVED
<b>Sanitary</b>				
18,000 sf	x	\$0.09 =	\$1,620.00	NOT WAIVED
<b>Water</b>				
18,000 sf	x	\$0.32 =	\$5,760.00	
<b>Hyundai (West Building)</b>	<b>55,000 sf</b>			
10,000 sf	x	\$0.75 =	\$7,500.00	NOT WAIVED
45,000 sf	x	\$0.20 =	\$9,000.00	NOT WAIVED
<b>Sanitary</b>				
55,000 sf	x	\$0.09 =	\$4,950.00	NOT WAIVED
<b>Water</b>				
55,000 sf	x	\$0.32 =	\$17,600.00	NOT WAIVED

**Total: \$55,730.00**

Sign Permit(s)	\$150.00	WAIVED
Soil Erosion Permit	\$100.00	WAIVED

**PLUS: Third Party Fees to be Reimbursed**

**Not Included:**

- Consultant Fees
- Elevator Permit
- Fire Alarm Permit(s)
- Fire Sprinkler Permit(S)
- Required Bonds
- Engineering Fees (wetland)
- Attorney's Fees

**Support:**

5. Storage, Mercantile, Industrial And Business Buildings (Use Groups B, F, M And S As Defined In The IBC®): Seventy-five cents (\$0.75) per square foot of gross floor area for the first ten thousand (10,000) square feet of gross floor area and twenty cents (\$0.20) per square foot for all additional floor area, with a minimum base fee of one thousand dollars (\$1,000.00).

**Sanitary Sewer:**

<u>All Other Uses</u>	<u>Per Square Foot Of Building Area</u>
Cook County	\$0.09

**Water:**

<u>All Other Groups</u>	<u>Per Square Foot Of Building Area</u>
Cook County	\$0.23

**ZONING FEES:**

**West Parcel**

Request		Fee
Rezoning	B-3 to B-3 PUD	\$400
Preliminary/Final PUD Plan	6.2 acres + 10.6 acres at \$630 per acre	\$10,584
Special Use Permits	1. PUD	\$2,000
	2. Car Wash	
	3. Repair	
	4. Auto/Truck Sales (west half of west parcel)	
	5. Building Height at \$400 each	
Modifications	1. Parking in Front+Side Yards	
	2. Reduction of landscaped parking islands	
	3. Reduction of perimeter landscaping requirements	
	4. Reduction from minimum interior parkway landscaping requirements	
	5. Ground Sign height	
	6. Floor Area Ratio (To be determined)	
		\$12,984 subtotal

**East Parcel**

Request		Fee
Rezoning	ER-1 to B-3 PUD	\$400
PUD Plan		\$300
Text Amendment	To allow storage of motor vehicles for sales associated with an auto dealership.	\$400
Special Use Permits	1. To allow storage of motor vehicles	\$800
	2. To fill 0.09 acres of wetlands	
		\$1,900 subtotal
		\$14,884 TOTAL PAID IN FULL