

**RESOLUTION #09/10-05**

TAX INCREMENT FINANCING DISTRICT  
REDEVELOPMENT AGREEMENT  
By and between  
VILLAGE OF BRADFORD, STARK COUNTY, ILLINOIS  
And  
CHERRYTREE COMPANIES, INC.

PASSED by the Corporate Authorities on November 1, 2009

Approved

November 1, 2009



\_\_\_\_\_  
President of Village of Bradford  
Bradford, Stark County, Illinois

AYES: Bob Harris, Henry Waldinger, John Cler, and Dave Ferman

NAYS: None

ABSENT: Kevin Rasmussen and Bobbie Walters

RECORDED in the Village Records on November 1, 2009

ATTEST:



\_\_\_\_\_  
Village Clerk  
Village of Bradford, Stark County, Illinois

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**by and between**

**VILLAGE OF BRADFORD, STARK COUNTY, ILLINOIS**

**and**

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**BRADFORD  
TAX INCREMENT FINANCING DISTRICT**

**NOVEMBER 2009**

**REDEVELOPMENT AGREEMENT**  
**by and between**  
**VILLAGE OF BRADFORD**  
**and**  
**CHERRYTREE COMPANIES, INC.**  
**BRADFORD TIF DISTRICT**

**THIS AGREEMENT** (including Exhibits) is entered into this \_\_\_\_\_ day of November, 2009, by the Village of Bradford (“Village”), an Illinois Municipal Corporation, Stark County, and Cherrytree Companies, Inc. an Illinois Corporation (“Developer”).

**PREAMBLE**

**WHEREAS**, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (“Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“Tax Increment”) or from other Village revenues; and

**WHEREAS**, on May 18, 1998, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Redevelopment Plan and Projects, designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act; and

**WHEREAS**, one such property the Developer is acquiring at 201 Bradford, Illinois (PIN#: 02-23-402-018) (“Property”), is located in the Redevelopment Project Area; and

**WHEREAS**, the Developer is acquiring said Property and is proceeding with plans to renovate the existing building located on said Property for its business (“Project”), based on the availability of TIF incentives offered by the Village; and

**WHEREAS**, it is the intent of the Village to encourage economic development which will increase the real estate base of the Village, which increased taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

**WHEREAS**, the Developer's proposed Project is consistent with the land uses of the Village as adopted; and

**WHEREAS**, the Village has the authority under the Act to incur Redevelopment Project Costs ("Eligible Project Costs") and to reimburse the Developer for such Eligible Project Costs; and

**WHEREAS**, the Developer requested that incentives for the development be provided by the Village from incremental increases in real estate taxes of the Village generated from its Project and the Village agreed to such incentives; and

**WHEREAS**, the Village determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration and to provide employment for its citizens and generally to enhance the economy of the Village; and

**WHEREAS**, the Village agrees to pay the Developer twenty-five thousand dollars (\$25,000) in June of each year from the Tax Increment Redevelopment Fund for a period of eight (8) years, for the reimbursement of Eligible Project Costs pertaining to the Developer's Project. The reimbursements shall commence upon the Developer's acquisition of the land and the verification, pursuant to the terms of this Agreement, of twenty-five thousand dollars (\$25,000) of Eligible Project Costs. The Village shall terminate payments in the event the company ceases its operations in the Village at the above described Property. In addition, as a condition of the payments, the Village must be the point of sale for any sales tax collected by the Developer as set forth in Paragraph T of this Agreement; and

**WHEREAS**, in consideration of the execution of this Agreement, the Developer shall proceed with plans to complete the Project as described herein; and

**WHEREAS**, the Village is entering into this Agreement having encouraged and induced the Developer to make the aforementioned improvements on said Property.

## AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

### A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Village is extending incentives for this project based upon the Developer's completion of the Project as set forth in this Agreement.
4. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

### B. ADOPTION OF TAX INCREMENT FINANCING

The Village has created a Tax Increment Financing District known as the "Bradford TIF District" which includes the Developer's Property. The Village has approved certain Redevelopment Project Costs, including the categories described in Exhibit 1 for the Developer's Project which shall be hereafter known as the "**Cherrytree Companies, Inc. Project.**"

### C. INCENTIVES

In consideration for the Developer purchasing the Property and completing its Project substantially as set forth herein, the Village agrees to extend to Developer the following incentives to assist Developer's Project:

1. The Village shall pay to the Developer for the reimbursement of Eligible Project Costs, twenty-five thousand dollars (\$25,000) in June of each year for a period of eight (8) years, for a total of two hundred thousand dollars (\$200,000), from the Tax Increment

Redevelopment Fund. The payments shall commence upon the Developer's acquisition of the land and verification, pursuant to the terms of this Agreement, of twenty-five thousand dollars (\$25,000) of Eligible Project Costs.

2. The payments to the Developer shall terminate in the event the Developer ceases operations in the Village at the above described Property.
3. As a condition of the payments, the Village shall be the point of sale for any sales tax collected by the Developer as set forth in Paragraph T.

#### **D. LIMITATION OF INCENTIVES TO DEVELOPER**

1. The Eligible Project Costs of the Developer shall not exceed two hundred thousand dollars (**\$200,000**), and shall be reimbursed in payments of twenty-five thousand dollars (\$25,000), for a period of eight (8) years, subject to the requirements set forth in the above Section C.

#### **E. PAYMENT OF ELIGIBLE PROJECT COSTS**

1. Payment to the Developer for Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (Requisition) submitted by the Developer to the Village's TIF Administrator Thomas N. Jacob & Associates, Ltd. and The Economic Development Group, Ltd. (collectively the Administrator) and subject to Administrator's approval of the costs.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with Mechanic's Lien Waivers as required by the Village.
3. The Developer shall use such sums as reimbursement for eligible expenses only to the extent permitted by law and the Act and may allocate such funds for any purpose for the term of this Agreement or for the term of the TIF District, whichever is longer.
4. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the

Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

5. All sums approved shall then be paid Developer pursuant to the terms of this Agreement.
6. To the extent the Developer incurs Eligible Project Costs in any years that exceed the payment for that year, the excess Eligible Project Costs shall carry over into future years until fully paid pursuant to the terms of this Agreement.
7. The Parties acknowledged that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
8. Eligible Project Costs shall be broadly defined in the Redevelopment Plan to include all costs defined in the Act as Redevelopment Project Costs.
9. The Developer may submit for prior approval by the Village as cost eligible expenses under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

#### **F. VERIFICATION OF TAX INCREMENT**

1. It shall be the sole responsibility of the Developer to provide to the Village as requested the following:
  - A. Copies of all PAID real estate tax bills, annually, for the Property included in this Project.
2. The failure of Developer to provide any information required herein after notice from the Village, and the continued failure to provide such information within sixty (60) days after such notice shall be considered a material breach of this Agreement and shall be cause for

the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

#### **G. LIMITED OBLIGATION**

The Village's obligation hereunder to pay Developer for Eligible Project Costs is a limited obligation to be paid solely from the Tax Increment Redevelopment Fund. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against the Village's general credit or taxing power.

#### **H. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES**

There shall be no obligation by the Village to make any payments to any person other than Developer, nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to Developer for the Project.

#### **I. COOPERATION OF THE PARTIES**

The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, or subsidy which may be available as the result of the Developer's or Village's activities. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award or subsidy which may be available as the result of the Village's or Developer's activities.

#### **J. DEFAULT; CURE; REMEDIES**

In the event of a default under this Redevelopment Agreement by any party hereto ("Defaulting Party"), which default is not cured within the cure period provided for below, then the other party ("Non-defaulting Party"), shall have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available



to them at law or in equity. Any damages payable by the Village hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

#### **K. TIME; FORCE MAJEURE**

For this Agreement, time is of the essence; provided however, Developer and Village shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the Village (or Village's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or Village.

#### **L. ASSIGNMENT**

The rights and obligations of the Developer under this Agreement shall be fully assignable by means of written notice to the Village, provided that no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained. Consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed.

## M. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, Village may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

## N. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

## O. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

## P. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

### TO VILLAGE:

Village Clerk, Village of Bradford  
160 W. Main Street  
P.O. Box 9  
Bradford, IL 61421  
Telephone: (309) 897-2071  
Fax: (309) 897-1207

### TO DEVELOPER:

Cherrytree Companies; Inc.  
Attn: Ben Endress  
8119 600 North  
Boda, IL 61314  
Telephone: (309) 897-2030

*With Copy to:*

Thomas N. Jacob & Associates, Ltd.  
The Economic Development Group, Ltd.  
1701 Clearwater Avenue  
Bloomington, IL 61704  
Telephone: (309) 664-7777  
Fax: (309) 664-7878

#### **Q. SUCCESSORS IN INTEREST**

Subject to the provisions of paragraph L, above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

#### **R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED**

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

#### **S. TERM OF THE AGREEMENT**

This Agreement shall expire as set forth in Section C, Paragraph 1.

#### **T. SALES TAX**

As a condition of the receipt of the reimbursement herein, Developer agrees to cause any sales occurring at, arising from, and/or generated at the Property subject to this Agreement as Village of Bradford sales, so that any municipal sales tax collected on all such sales is credited to the Village of Bradford. The Developer agrees to execute any and all documents necessary to effectuate this provision and provide satisfactory evidence of compliance to the Village upon request by the Village.

#### **U. WARRANTY OF SIGNATORIES**

The signatories of the Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

V. INDEMNIFICATION OF VILLAGE

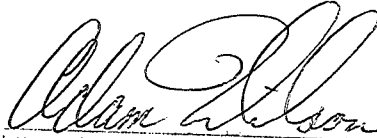
The Developer acknowledges that it is responsible for compliance with the Illinois Prevailing Wage Act, to the extent such is applicable. Applicability is to be determined by the Developer and Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the "indemnified Parties"), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Prevailing Wage Act (820 ILCS 130/0.01 et seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. This obligation to indemnify and hold harmless obligates the Developer to defend any claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of the Village, including but not limited to the reasonable attorney fees of the Village.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bradford, Illinois.

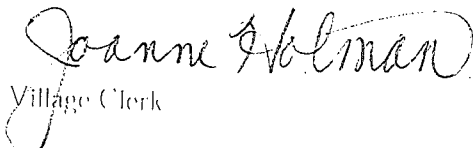
VILLAGE

Bradford, Illinois, Municipal Corporation

BY:

  
Village President, Village of Bradford

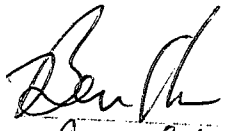
ATTEST:

  
Village Clerk

DEVELOPER

Cherrytree Companies, Inc.

BY:

  
President  
Title

**EXHIBIT I**

**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS**

Cherrytree Companies, Inc. Project  
Bradford TIF District in the Village of Bradford in Stark County, Illinois

Project Description: The Developer is acquiring said Property and is proceeding with plans to renovate the existing building for the operation of its businesses, based on the availability of TIF incentives offered by the Village

PIN#: 02-23-402-018

Street Location: 201 Bonita, Bradford, Illinois

**Estimated TIF Eligible Project Costs:**

Renovation .....	\$200,000
<b>*Total Estimated TIF Eligible Project Costs .....</b>	<b>\$200,000</b>

\*The reimbursable Eligible Project Costs of the Developer pursuant to this Agreement shall not exceed **\$200,000**.