
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2022-R-13

**A RESOLUTION
APPROVING A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF BLOOMINGDALE AND
STOREBUILD LLC**

FRANCO A. COLADIPIETRO, MAYOR
PAMELA S. HAGER, VILLAGE CLERK

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

VILLAGE BOARD

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 11th day of July 2022

RESOLUTION NO. 2022-R-13

**AN RESOLUTION
APPROVING A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF BLOOMINGDALE AND STOREBUILD LLC**

WHEREAS, the Village of Bloomingdale (the “Village”) is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt;

WHEREAS, the Village, upon approval of the Village President and Board of Trustees (collectively the “Corporate Authorities”) may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, Storebuild, LLC, (hereinafter referred to as “Developer”) is the owner of certain real estate (the “Subject Property”) within the Village’s Stratford Square East TIF District #7 Redevelopment Project Area, as further defined in the Redevelopment Agreement attached hereto and incorporated herein as EXHIBIT A;

WHEREAS, Developer is desirous of repairing, replacing, and redeveloping the structure currently existing on said Subject Property;

WHEREAS, the Village is interested in and supportive of new development and further redevelopment in and about the community and recognizes the need to provide incentives in order to support certain developments which can stimulate and induce further growth within the Village;

WHEREAS, Developer has requested financial assistance from the Village as an economic incentive for having undertaken the construction of the development and the Village has agreed to reimburse Developer for Eligible Redevelopment Project Costs as defined by the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, it has incurred or will incur in constructing the development pursuant to the Redevelopment Agreement attached hereto and incorporated herein as EXHIBIT A; and

WHEREAS, the Corporate Authorities of the Village of Bloomingdale are of the opinion that the foregoing actions are in the best interest of the public safety, health and welfare of the residents of the Village of Bloomingdale.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois pursuant to the Village of Bloomingdale's Home Rule Powers as follows:

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval and Authorization to Execute the Redevelopment Agreement

The Village Board of Trustees hereby approves the Redevelopment Agreement substantially in the form attached hereto and made a part hereof as Exhibit A, and any additional terms and conditions as negotiated by the Village President with the assistance of the Village Attorney.

Section Three – Authorization and Direction to Execute the Redevelopment Agreement

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein which shall include the execution of any and all related and necessary documents.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Redevelopment Agreement and this Resolution.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven - Effective Date

This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This Resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

That all Resolutions or parts of Resolutions in conflict with the terms of this Resolution shall be repealed to the extent of said conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the Village’s Municipal Code, which are hereby declared to be separable.

Section Eleven - Recording


This Resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

[Remainder of Page Intentionally left blank; Role Call to follow]

DECIDED pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro	X			
Patrick Shannon			X	
Judi Von Huben	X			
Franco Coladipietro (if necessary)				
TOTAL	5	0	1	

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the
11th day of July 2022.



Franco A. Coladipietro, Village President

ATTEST:



Pamela S. Hager, Village Clerk

Exhibit A
Redevelopment Agreement

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF BLOOMINGDALE AND STOREBUILD LLC**

THIS REDEVELOPMENT AGREEMENT (“*Agreement*”) is entered into as of the 11th day of July, 2022 (“*Effective Date*”) by and between the Village of Bloomingdale, DuPage County, Illinois, an Illinois municipal corporation (“*Village*”), and Storebuild LLC., a Delaware limited liability company (the “*Developer*”). The Village and Developer are each individually a “*Party*”, and collectively the “*Parties*”, hereto.

RECITALS

WHEREAS, the Village is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State;

WHEREAS, the Village is engaged in the revitalization and development of its commercial, residential, and vacant properties along Gary Avenue which includes the property commonly known as 200 S. Gary Avenue and identified by Parcel Number 02-17-306-005 (the “*Subject Property*”);

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”) are empowered to undertake the development or the redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as such terms are defined in the TIF Act;

WHEREAS, to stimulate and induce development and redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 14th day of March, 2022, pursuant to Ordinance Nos. 2022-09, 2022-10 and 2022-11, approved a Redevelopment Plan and Program (the “*Redevelopment Plan*”) for an area designated as the Stratford Square East TIF District #7 Redevelopment Project Area (the “*Project Area*”) which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of “Redevelopment Project Costs”, as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act (collectively, “*TIF Ordinance*”);

WHEREAS, Developer has submitted a proposal to the Village to redevelop, the Subject Property which is limited to demolition of the existing structure thereon and preparation of the site for future construction (the “*Project*”), so its tenant can then construct an approximately 10,820 square foot commercial structure to house Cooper’s Hawk Restaurant (the “*Business*”);

WHEREAS, the Developer has advised the Village that its proposal is contingent upon financial assistance to improve the Subject Property and undertake the Project and has requested the Village to provide reimbursement of eligible redevelopment project costs available to it, as a result of the Village’s adoption of the TIF Ordinances, from “Incremental Taxes” generated by the Subject Property.

WHEREAS, the Village believes the Project would enhance the business corridor on Gary Avenue and therefore desires to have the Subject Property improved as proposed which the Village believes would

have a synergistic effect upon the surrounding businesses and, in addition, would increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property and provide job opportunities for its citizens; and, therefore, is prepared to assist the Developer with certain costs associated with the Project, subject to the terms of this Agreement, the TIF Act, the TIF Ordinances, and all other applicable provisions of law.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the terms listed below shall be defined as follows:

- 1.1 “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement.
- 1.2 “Incremental Taxes” shall mean the amount of ad valorem taxes attributable to the increase of the equalized assessed value of the Project Area over the initial equalized assessed value of the Project Area as of the date of the adoption of the TIF Ordinances.
- 1.3 The “Term” of this Agreement shall be for twenty (20) years.
- 1.4 “Construction” shall mean the demolition of the structure located on the Subject Property and pad compaction, utility work, parking lot improvements, and landscaping.
- 1.5 “Reimbursement” shall mean the Village’s monetary obligation described in Article 4 upon Developer’s presentment of documentation for eligible Redevelopment Project Costs, and not to exceed the Maximum Reimbursement Amount.
- 1.6 “Maximum Reimbursement Amount” shall refer to the maximum possible obligation owed by the Village in the sum of two million dollars (\$2,000,000).

ARTICLE 2 OBLIGATIONS OF THE DEVELOPER

The Developer agrees to undertake and perform the following in order to become eligible to receive any financial assistance for the Project:

- (a) On or before September 30, 2022, the Developer shall have submitted for approval final civil and landscape plans and specifications for Construction of the Project;
- (b) On or before September 30, 2022, the Developer shall have delivered to the Village proof of equity and financing from a recognized lending institution in a combined amount required to complete Construction of the Project of no less than \$5,000,000;
- (c) On or before December 31, 2022, the Developer shall submit applications for all demolition and site development permits required for Construction of the Project;

(d) Within thirty (30) days of the Village's issuance of all necessary demolition and site development permits for Construction of the Project, and provided the existing tenant has vacated and relinquished all rights to occupy the Subject Property, the Developer shall: (i) commence demolition of the existing building and Construction of the Project site improvements in accordance with all approved plans, permits and all applicable Village codes; and (ii) continue building demolition and Construction of the Project site improvements without interruption; except for events of Force Majeure, until building demolition and Construction of the Project site improvements are completed;

(e) On or before either the expiration of the demolition and site development permits, or December 31, 2023, whichever is sooner to occur, Construction of the Project shall be completed;

(f) Upon completion of Construction of the Project, the Developer shall submit to the Village all paid invoices, receipts and any other documentation as deemed necessary to evidence an investment of no less than \$5,000,000. Notwithstanding the foregoing, Developer shall be permitted to submit for and receive economic incentives, pursuant to Article 3 below, upon incurrence of eligible Redevelopment Project Costs and prior to satisfaction of the requirements of this subsection (f).

ARTICLE 3 OBLIGATIONS OF THE VILLAGE

The Village shall reimburse the Developer for eligible Redevelopment Project Costs incurred in connection with the Project, within thirty (30) days of submission of documentation acceptable to the Village of incurrence by Developer of eligible Redevelopment Project Costs, up to a total amount of two million dollars (\$2,000,000).

THE MAXIMUM AMOUNT OF ECONOMIC INCENTIVES THAT THE DEVELOPER MAY RECEIVE PURSUANT TO THIS AGREEMENT SHALL BE NO MORE THAN TWO MILLION DOLLARS (\$2,000,000.00)

ARTICLE 4 DEVELOPER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

To induce the Village to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:

- 4.1 All representations and agreements made by Developer in this Agreement are true, complete, and accurate in all respects.
- 4.2 Developer is an Illinois limited liability company duly formed and existing under the laws of the State of Illinois and Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.
- 4.3 The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during by the demolition at the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject

Property by the Developer or any agent of or contractor hired by, or on behalf of the Developer and repair any damage to any public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

- 4.4 The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable ordinances of the Village and to operate its commercial business in accordance with the ordinances of the Village and the laws of the State of Illinois and the United States.
- 4.5 The execution, delivery, and performance of this Agreement by Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of the Developer, or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.
- 4.6 The Developer acknowledges that this Agreement is conditioned upon the Corporate Authority's approval of a Special Use Permit to operate a restaurant at the Subject Property, and understands the Village's ability to provide an economic incentive is tied to the incremental taxes generated by Subject Property. Developer agrees that the Business will continue to operate at the Subject Property for no less than three years. If the Business terminates its lease at the Subject Property, Developer further agrees to use commercially reasonable efforts to maintain a tenant that operates a sales tax-generating business at the Subject Property with normal business hours for no less than an aggregate total of ten (10) years throughout the Term of this Agreement. If, at any time during the Term of this Agreement the Subject Property is not occupied by a sales tax-generating business, the 10-year period shall be tolled until such time that a sales tax-generating use re-opens for business. However, under no circumstances shall Developer use or allow the Subject Property to be used for a use other than the Business without prior notice to and any related approvals from the Village pursuant to Village Code.
- 4.7 The Developer agrees to pay, or cause Tenant to pay, when due, all taxes, fines, and utility bills, including real estate taxes assessed upon the Subject Property and any other amounts due and owing to the Village and the State of Illinois.
- 4.8 There are no actions at law or similar proceedings either pending or, to the best of the Developer's knowledge, threatened against Developer that would materially or adversely affect: (i) the ability of the Developer to proceed with the construction and development of the Subject Property; (ii) Developer's financial condition; (iii) the level or condition of the Developer's assets as of the date of this Agreement; or (iv) Developer's reputation.
- 4.9 The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- 4.10 **Hold Harmless and Indemnification.** The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection

with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate, except for those claims resulting from the Village's gross negligence or wilful misconduct.

- 4.11 The Developer shall pay all expenses, including reasonable legal fees and administrative expenses, incurred by the Village with regard to any and all of the claims identified in or arising out of this Agreement, except for claims resulting from the Village's gross negligence or wilful misconduct.

ARTICLE 5 VILLAGE'S REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- 5.1 All representations and agreements made by the Village in this Agreement are true, complete, and accurate in all respects.
- 5.2 The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Village President and Village Clerk to execute and deliver this Agreement.
- 5.3 The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.

ARTICLE 6 ENFORCEMENT AND REMEDIES

- 6.1 Each party may enforce or compel the other party's performance of its obligations under this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, and in an action to enforce or compel the defaulting party's performance of its obligations under this Agreement, the complaining party shall also have the right to recover its reasonable attorneys' fees and other costs of litigation.
- 6.2 A party shall give notice to a defaulting party that it shall have thirty (30) days to cure any default under this Agreement.
- 6.3 Any of the following events or circumstances shall be an event of default by the Developer with respect to this Agreement:
- a. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand to the Village, or request made by the Village in connection with any of documents or licenses shall prove to be untrue or incorrect in any material respect as of the date made.
 - b. Default by the Developer in the performance or breach of any agreement, material covenant, or warranty contained in this Agreement concerning the existence, structure, or financial condition of the Developer.
 - c. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter

constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default other than as provided in this subsection.

- d. The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any substantial part of the Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

6.4 Subject to the provisions of this Agreement, in the case of an event of default by the Developer after notice as required by Section 6.2 has been sent, the Village shall institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance by the Developer of its obligations under this Agreement.

6.5 The Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property; or, (ii) the Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the Village or any of the aforesaid parties in connection with or as a result of any act, omission, negligence, or misconduct of the Village or any of the aforesaid parties. If Developer shall commit an event of default and the Village should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, Developer, on the Village's demand, shall pay to the Village the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Village.

ARTICLE 7 GENERAL PROVISIONS

7.1 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, restrictions, freight embargoes, epidemics, endemics, pandemics and any other health related crises, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time

of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

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

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

DEVELOPER

Storebuild LLC
Attn: Ryan Murphy
202 S. Gary Avenue
Bloomington, IL 60108

WITH COPY TO

Burke, Warren, MacKay & Serritella, P.C.
Attn: Robert Gamrath
330 N. Wabash Ave., Suite 2100
Chicago, IL 60610

And

DLM Family LLC
Attn: Dan Murphy
1 Lakeside Lane
North Barrington, IL 60010

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

VILLAGE

Village of Bloomington
Attn: Village Administrator
201 S. Bloomington Rd.,
Bloomington, IL 60108

WITH COPY TO

Ottosen DiNolfo Hasenbalg & Castaldo Ltd.
Attn: Michael Castaldo
1804 N. Naper Blvd., STE 350
Naperville, IL 60563

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

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

7.4 This Agreement may not be assigned by the Developer, and Developer shall not convey or transfer the Subject Property, without the prior written consent of the Village, which consent shall not be unreasonably withheld.

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

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

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

**Village of Bloomingdale,
an Illinois municipal corporation**

By:  _____
Mayor

Attest:
 _____
Village Clerk

**Storebuild LLC,
A Delaware limited liability company**

By: _____
Name: _____
Its: _____