



**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]**

**FY 2016**

<b>Name of Redevelopment Project Area:</b>	Tax Increment Financing District #22
<b>Primary Use of Redevelopment Project Area*:</b>	Commercial
<b>If "Combination/Mixed" List Component Types:</b>	
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>	
<b>Tax Increment Allocation Redevelopment Act</b> <input checked="" type="checkbox"/>	<b>Industrial Jobs Recovery Law</b> _____

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment labeled Attachment A</b>	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification labeled Attachment B</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion labeled Attachment C</b>		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement labeled Attachment D</b>	X	
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) labeled Attachment E</b>		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information labeled Attachment F</b>	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G</b>	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report labeled Attachment H</b>	X	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose the Official Statement labeled Attachment I</b>	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If yes, please enclose the Analysis labeled Attachment J</b>	X	
Cumulatively, have deposits from any source equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K</b>	X	
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L</b>	X	
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose list only, not actual agreements labeled Attachment M</b>	X	

\* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

**SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))**

Provide an analysis of the special tax allocation fund.

**FY 2016**

**TIF NAME: Tax Increment Financing District #22**

Fund Balance at Beginning of Reporting Period \$ -

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

\*must be completed where current or prior year(s) have reported funds

**Total Amount Deposited in Special Tax Allocation Fund During Reporting Period** \$ -

**Cumulative Total Revenues/Cash Receipts** \$ - 0%

**Total Expenditures/Cash Disbursements** (Carried forward from Section 3.2) \$ -

**Distribution of Surplus**

**Total Expenditures/Disbursements** \$ -

**NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS** \$ -

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ -

\* if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

**SURPLUS\*/(DEFICIT)**(Carried forward from Section 3.3) \$ (16,000,000)





SECTION 3.2 A

PAGE 3

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)

		\$ -

15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY

		\$ -

16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY

		\$ -

TOTAL ITEMIZED EXPENDITURES \$ -



**SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period**

**FY 2016**

**TIF NAME: Tax Increment Financing District #22**

**FUND BALANCE, END OF REPORTING PERIOD** \$ -

	Amount of Original Issuance	Amount Designated
<b>1. Description of Debt Obligations</b>		

**Total Amount Designated for Obligations** \$ - | \$ -

**2. Description of Project Costs to be Paid**

Professional Services & Administration		\$ 2,500,000
Property Assembly Costs		\$ 4,000,000
Construction of Public Works & Improvements		\$ 5,500,000
Capital Costs		\$ 4,000,000

**Total Amount Designated for Project Costs** \$ 16,000,000

**TOTAL AMOUNT DESIGNATED** \$ 16,000,000

**SURPLUS\*/(DEFICIT)** \$ (16,000,000)

\* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2016

TIF NAME: Tax Increment Financing District #22

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

FY 2016

TIF NAME: Tax Increment Financing District #22

\*Page 1 is to be included with TIF Report. Pages 2-3 are to be included ONLY if projects are listed.

Box below must be filled in with either a check or number of projects, not both

Check if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: \_\_\_\_\_

ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below\* 1

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 50,500,000	\$ -	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ 8,000,000
Ratio of Private/Public Investment	0		0

Project 1: \*IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

Missionary Ventures, LLC Development			
Private Investment Undertaken (See Instructions)	\$ 50,500,000		\$ -
Public Investment Undertaken			\$ 8,000,000
Ratio of Private/Public Investment	0		0

<b>Project 2:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 3:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 4:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 5:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 6:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0



# CITY OF BELLEVILLE, ILLINOIS



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6<sup>th</sup> 1964



MARK W. ECKERT, MAYOR  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2105  
(618) 233-6810

September 16, 2016

C.J. Schlosser & Company, L.L.C.  
233 East Center Drive  
P.O. Box 416  
Alton, IL 62002

RE: Tax Increment Financing District #1, Tax Increment Financing District #2, Tax Increment Financing District #3, Tax Increment Financing District #4, Tax Increment Financing District # 8 Downtown South, Tax Increment Financing District #9 Southwinds Estate, Tax Increment Financing District #10 Lower Richland Creek, Tax Increment Financing District #11 Industrial Jobs Recovery, Tax Increment Financing District #12 Sherman Street, Tax Increment Financing District #13 Drake Road, Tax Increment Financing District #14 Route 15 East, Tax Increment Financing District #15 Carlyle/Greenmount, Tax Increment Financing District #16 Route 15 West, Tax Increment Financing District #17 East Main Street, Tax Increment Financing District #18 Scheel Street, Tax Increment Financing District #19 Frank Scott Parkway, Tax Increment Financing District #20 Rt.15/South Greenmount, Tax Increment Financing District #21 Belle Valley Phase III, and Tax Increment Financing District #22 Route 15 North.

Dear Gentlemen / Ladies:

I, Mark W. Eckert, the duly elected Mayor of the City of Belleville, Illinois, County of St. Clair, and as such, do hereby certify that the City of Belleville has complied with all requirements pertaining to the Tax Increment Redevelopment Allocation Act during the municipal fiscal year ending May 1, 2015- April 30, 2016 to the best of my knowledge and belief.

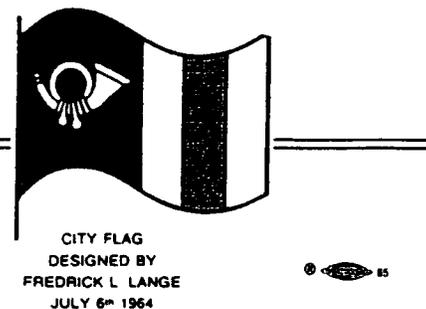
Sincerely,

City of Belleville

A handwritten signature in black ink that reads "Mark W. Eckert". The signature is written in a cursive style and is positioned above the printed name and title.

Mark W. Eckert  
Mayor

# CITY OF BELLEVILLE, ILLINOIS



**GARRETT P. HOERNER, CITY ATTORNEY**

5111 West Main Street  
BELLEVILLE, ILLINOIS 62226-4728  
Phone: (618) 235-0020  
Fax: (618) 235-8558  
E-Mail: gphoerner@belleville.net

September 16, 2016

C.J. Schlosser  
233 East Center Drive  
P.O. Box 416  
Alton, Illinois 62002

**Re: Illinois Tax Increment Redevelopment Act:  
Fiscal Year 2016 (May 1, 2015 through April 30, 2016)**

**Tax Increment Financing District #1, Tax Increment Financing District #2, Tax Increment Financing District #3, Tax Increment Financing District #4, Tax Increment Financing District #8 Downtown South, Tax Increment Financing District #9 Southwinds Estate, Tax Increment Financing District #10 Lower Richland Creek, Tax Increment Financing District #11 Industrial Jobs Recovery, Tax Increment Financing District #12 Sherman Street, Tax Increment Financing District #13 Drake Road, Tax Increment Financing District #14 Route 15 East, Tax Increment Financing District #15 Carlyle/Greenmount, Tax Increment Financing District #16 Route 15 West, Tax Increment Financing District #17 East Main Street, Tax Increment Financing District #18 Scheel Street, Tax Increment Financing District #19 Frank Scott Parkway, Tax Increment Financing District #20 Rt.15/South Greenmount, Tax Increment Financing District #21 Belle Valley Phase III, Tax Increment Financing District #22 Route 15 North.**

Mr. Schlosser:

As City Attorney for the City of Belleville, Illinois (City), I have reviewed all information provided to me by the Mayor and his staff for the period May 1, 2015 through April 30, 2016 (FY2016). I find that the City has conformed to all applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder, to the best of my knowledge and belief.

This opinion relates only to the time period set forth and is based upon information available to me.

By:   
Garrett P. Hoerner

**REDEVELOPMENT AGREEMENT**  
**(AS AMENDED)**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this 8th day of September, 2015 by and between the CITY OF BELLEVILLE, ILLINOIS (the "City"), an incorporated municipality of the State of Illinois, and Missionary Ventures, LLC (the "Developer").

**RECITALS**

1. Pursuant to "The Tax Increment Allocation Redevelopment Act" as amended, 65 ILCS 5/11-74.4-1, *et seq.*, (the "TIF Act"), a plan for redevelopment known as the "Route 15 North Tax Increment Financing Redevelopment Project Area Redevelopment Plan (the "Redevelopment Plan") for an area designated therein (the "Redevelopment Project Area"), as legally described in the Redevelopment Plan and on Exhibit A hereto, is being prepared and reviewed by the City.

2. On May 26, 2015, the Mayor and City Council of the City (the "Corporate Authorities") adopted (1) Ordinance 7859 an Ordinance approving the Redevelopment Plan, (2) Ordinance 7860 an Ordinance designating the Redevelopment Project Area as a "redevelopment project area" within the meaning of the TIF Act, and (3) Ordinance 7861 an Ordinance adopting tax increment allocation financing within the Redevelopment Project Area.

3. Developer in response to the City's solicitation of proposals from developers, submitted its development proposal dated September 1, 2015 (the "Redevelopment Proposal") for development of the Redevelopment Project area with one approximately 130 room upscale hotel, one approximately 90 room upper extended stay hotel, one approximately 118 room upper-midscale hotel, and one approximately 100 room upper midscale or better hotel, as identified in Exhibit G, 30,000 sq. ft. conference center, brewery/ theme Restaurant (Hofbrauhaus), gas and diesel/convenience/fast food complex, and up to four upscale restaurants.

4. The Redevelopment Project is consistent with and will promote the purposes outlined in the Redevelopment Plan and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the Redevelopment Project.

5. The City believes that the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of the applicable federal, state, and local laws.

6. The City has determined that the Developer possesses the experience and qualifications to undertake the Redevelopment Project.

7. As a home rule unit of government under the Constitution of the State of Illinois and under the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.* (the "Business District Act"), the City has the authority to cause the creation of a business

district, whose plan is to assist in the financing of the Redevelopment Project to levy a one percent (1%) retailers' occupation tax and service occupation tax and a hotel operators' occupation tax within such business district, and to expend the revenues from such district sales tax to facilitate the financing of the Redevelopment Project, pursuant to the plan for business district.

8. On March 16, 2015, the Mayor and the City Council of the City adopted Ordinance 7846 making all findings required under the Business District Development and Redevelopment Act to cause the creation of a business district, to levy a one percent (1%) retailers' occupation tax and service occupation tax and a hotel operators' occupation tax within such business district, to expend the revenues from such a district sales tax to facilitate the financing of the Redevelopment Project, and to enter into this Agreement.

9. In order to induce the Developer to undertake the Redevelopment Project, the City desires to cause the creation of a Business District (as hereinafter defined) pursuant to the Business District Act, to levy the aforementioned taxes within the Business District, and to expend the Business District Sales Tax Revenues (as hereinafter defined) to facilitate the financing of the Redevelopment Project.

10. The Developer has determined that the Redevelopment Project is not economically feasible using the traditional development financing and is unwilling to undertake the Redevelopment Project and pay costs associated with the Redevelopment Project unless the City agrees that (i) Incremental Property Tax Revenues (as hereinafter defined) will be used for payment of Redevelopment Project Costs (as hereinafter defined) will be used to pay for the costs incurred by the Developer in completing the Redevelopment Projects.

11. The Corporate Authorities hereby determine that the acceptance of the Redevelopment Proposal, the implementation of the Redevelopment Project and the fulfillment generally of this Agreement are in the best interest of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

12. Pursuant to provisions of the Act, the City is authorized to enter into this Agreement, and to pledge the Incremental Property Tax Revenues and the Business District Sales Tax Revenues as a means of assisting in financing the Redevelopment Project.

## **AGREEMENT**

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable considerations, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I.

### DEFINITIONS AND FINDINGS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Act" means, collectively, the Illinois Municipal Code, the TIF Act and the Business District Act, all as supplemented and amended.

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Authorized City Representative" means the Mayor of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the City Clerk containing the specimen signature of such Person and signed on behalf of the City by its Mayor; such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Business District Act" means the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 et seq.

"Business District Sales Tax Revenues" means the Developer's Share of the tax revenues received by the City from the one percent (1%) retailers' occupation tax, service occupation tax and the hotel operators' occupation tax levied by the Business District.

"Business District Tax Allocation Fund" means the fund created by the City pursuant to the Business District Act into which the Business District Sales Tax Revenues are to be deposited.

"Certification of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of Exhibit B attached hereto, provided by the Developer to the City certifying and evidencing Reimbursable Redevelopment Project Costs paid by the Developer.

"Certificate of Substantial Completion" means a document substantially in the form of Exhibit C attached hereto, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer's substantial completion of the Work.

"City" means the City of Belleville, Illinois, a municipal corporation and political subdivision of the State.

"Concept Site Plan" means the site development plan attached hereto as Exhibit D and incorporated herein by this reference, which depicts the conceptual program for the Work and the Redevelopment Project, which is in accordance with the Redevelopment Plan, with the business District Plan and this Agreement, and which shall be subject to change from time to time in accordance with the provisions of Section 3.2.2 hereof and provided that the site plan

approved by the City pursuant to its zoning ordinance or any other approval process with the City shall constitute the Concept Site Plan for the purposes of this Agreement, to the extent of any changes from the original Concept Site Plan attached hereto, except in the event that such amendments would constitute such a change to the Redevelopment Plan or Redevelopment Project as would, in the opinion of the City Attorney, require compliance with the notice and hearing procedures of the TIF Act.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Corporate Authorities” means the corporate authorities of the City.

“Developer” means Missionary Ventures, LLC, a Missouri limited liability company/corporation, and any successors or assigns thereto permitted under this Agreement.

“Developer’s Share” means 50% of the Incremental Property Tax Revenues and 100% of the Business District Tax Revenues.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Project and the Work and consistent with the Redevelopment Plan, the Concept Site Plan, the Redevelopment Proposal and this Agreement.

“Hotel Night” means one hotel room occupied for one night, that is subject to taxation under the Hotel and Motel Tax imposed under Chapter 43, Article IV of the City’s Revised Code of Ordinances.

“Incremental Property Tax Revenues” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations have the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Total Initial Equalized Asses Value of each such piece of property, all as determined by the County Clerk of the County of St. Clair, Illinois, in accord with Section 11-74.4-9 of the TIF Act.

“Mayor” means the Mayor of the City or his/her duly authorized agent.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means the following:

- 50% of the Incremental Property Tax Revenues held in the Special Allocation Fund generated by the Redevelopment Project not to exceed \$6,000,000.00, provided the construction of one approximately 130 room upscale hotel, one approximately 90 room upper extended stay hotel, as identified in Exhibit G, a 30,000 sq. ft. convention center, a brewery/themed restaurant (Hofbrauhaus), and up to four upscale restaurants. If an additional one approximately 118 room upper-midscale hotel, and one approximately 100 room upper-midscale or better hotel, as identified in Exhibit G or those hotel brands added to each respective category over the term of this agreement, are constructed within the Redevelopment Project Area, the not to exceed amount would increase by \$1,000,000.00 per hotel;
- 100% of the Business District Tax Allocation Fund;
- A portion of the Hotel and Motel Tax imposed and collected by the City under Chapter 43, Article IV of the City’s Revised Code of Ordinances in the amount of four percent (4%) of the rent charged for each Hotel Night on parcels 07-03.0-100-030, 07-03.0-200-005, 07-03.0-300-007, 07-03.0-300-008, and 07-03.0-400-001, as identified in Exhibit H, or any successor parcels to those identified parcels, for 20years after each respective hotel begins operation.

“Redevelopment Plan” means the plan for redevelopment known as the Route 15 North Tax Increment Financing Redevelopment Project Area Redevelopment Plan approved by the Corporate Authorities by Ordinance 7859 on May 26, 2015.

“Redevelopment Project” means the Redevelopment Project for the Redevelopment Project Area described in the Concept Site Plan, subject to change from time to time in accordance with the provisions hereof.

“Redevelopment Project Area” means a certain area of the City known as the “Route 15 North Redevelopment Project Area” and more particularly described in Exhibit A attached hereto and incorporated by reference herein.

“Redevelopment Project Costs” means all reasonable or necessary costs actually paid in performing the Work and any such costs incidental to the Redevelopment Plan or the Redevelopment Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence, permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; (c) costs of demolition of buildings and the clearing and grading of land; (e) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (f) costs of construction of public works or improvements; (g) all other costs authorized for reimbursement pursuant to the Redevelopment Plan.

“Redevelopment Proposal” means the document, on file with the City Clerk and incorporated herein by reference submitted by the Developer to the City and dated September 1, 2015, as amended by and subject to the provisions of the Redevelopment Plan, the Concept Site Plan and this Agreement.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs that are reimbursable under Article IV hereof, as described in Exhibit E attached hereto.

“Special Allocation Fund” means the Special Allocation Fund, authorized by Ordinance No. 7840 adopted by the Municipal Authorities on September 1, 2015, including any accounts and sub-accounts into which the Developer’s Share of the Incremental Property Tax Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

“State” means the State of Illinois.

“Taxing District” means any political subdivision of the State having the power to levy ad valorem property taxes within the Redevelopment Project Area.

“TIF Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq, as supplemented and amended.

“Total Initial Equalized Assessed Value” means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area as determined by the County Clerk of The County of St. Clair, Illinois, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

“Work” means all work necessary to prepare the Redevelopment Project Area and to construct the Redevelopment Project, including: (1) storm sewers, stormwater control, detention facilities, water mains and other infrastructure improvements required by the U.S. Army Corps of Engineers, IEPA, IDNR, St. Clair County, the City or any other entity in order to obtain all necessary approvals and permits, (2) construction, reconstruction and/or relocation of other utilities, including the burying or relocation of electrical lines in accordance with the City’s municipal code; (3) demolition and removal of certain existing buildings and improvements located in the Redevelopment Project Area and clearing and grading of the Redevelopment Project Area as described in the Redevelopment Proposal and as modified from time to time in accordance with the Concept Site Plan; (4) construction of the commercial buildings and structures, and parking fields, and screening and site landscaping in the Redevelopment Project Area, as described in the Redevelopment Proposal and as modified from time to time in accordance with the Concept Site Plan; (5) rehabilitation of existing commercial buildings within the Redevelopment Project Area; (6) all other activities described in the Redevelopment Proposal, as modified by the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

## ARTICLE II.

### ACCEPTANCE OF PROPOSAL; FEES AND EXPENSES

- 2.1 Developer Designation. The City hereby selects the Developer and grants to the Developer the exclusive right to perform the Work in accordance with the Concept Site Plan, this Agreement and all Governmental Approvals.
- 2.2 Sewer Tap-In Fees. The Developer agrees to advance fund the Sewer Tap-In Fees under the City's Revised Code of Ordinances in the amount of \$122,400.00 based on acreage of the redevelopment project area and a per unit fee to be determined after review of final plans.
- 2.3 Belleville Enterprise Zone Fee: The Developer shall pay a fee of up to 0.5% of the cost of building materials of the Redevelopment Project as a project that requires an expansion of the Belleville Enterprise Zone (Zone #56), with a maximum fee of \$50,000.00.

## ARTICLE III.

### CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

- 3.1 Concept Site Plan. The Concept Site Plan is hereby approved.

3.1.1 Changes to the Concept Site Plan during the progress of the Work. The Developer may make changes to the Concept Site Plan or any aspect thereof if site conditions or other issues of feasibility may dictate or as may be required to meet the reasonable requests of prospective tenants or residential or commercial developer or as may be necessary or desirable in the sole determination of the Developer to enhance the economic viability of the Redevelopment Project as may be in furtherance of the general objectives of the Redevelopment Plan; provided, however, that the Developer may not make any Material Changes to the Concept Site Plan without the advance written consent of the City. For purposes of this Section, "Material Change" shall mean any changes that the City determines may result in the redevelopment of less than 20,000 square feet of newly construction building devoted to commercial activity within the Redevelopment Project Area.

3.2 Construction Plans. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Illinois and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations, including but not limited to, any performance, labor and materials payment bonds required for public improvements, subject to delay or adjustment as necessary to meet requirements of prospective tenants or residential or commercial developer; it being understood that the Developer shall not be obligated to obtain any bonds that are not required by state or local law. The Developer shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Concept Site Plan, the Redevelopment Plan and this Agreement.

3.3 Changes. During the progress of the Work the Developer may make such reasonable changes, including, without limitation, modification to the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable request of prospective tenants, commercial developers, or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project or the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (i) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City and (ii) the Developer shall obtain the City's advance written consent to any Material Change.

3.4 Compliance with Federal, State and Local Laws. The Developer's performance pursuant to this Agreement shall be in compliance with applicable, federal, state and local laws. The Construction Plans, construction practices and procedures with respect to the Work, and construction contracts shall be in conformity with all applicable federal, state and local laws, ordinances and regulations, including but not limited to, any performance, labor and material payment bonds required for Public Improvements, and compliance with applicable prevailing wage requirements pursuant to the TIF Act.

3.5 Construction. The Developer shall construct improvements in the Redevelopment Project Area consistent with the Developer's Proposal dated September 1, 2015 and the Concept Site Plan, including but not limited to the construction of one approximately 130 room upscale hotel, one approximately 90 room upper extended stay hotel, one approximately 118 room upper-midscale hotel, and one approximately 100 room upper midscale or better hotel,, as identified in Exhibit G, a 30,000 sq. ft. conference center, a brewery/theme Restaurant (Hofbrauhaus), a gas and diesel/convenience/fast food complex, up to four upscale restaurants, and necessary infrastructure thereto.

3.6 Certificate of Substantial Completion. Promptly after the Developer completes the Work in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion so certifying. The City shall, within 30 days following delivery of the Certificate of Completion, carry out such inspections as are reasonable and necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes the Developer with specific written objections to the status of that portion of the Work required to achieve Project Substantial Completion, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the City or upon lapse of 30 days after delivery thereof to the City without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Clair County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's

agreements and covenants to perform all Work. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit C hereto and incorporated by referenced herein.

#### ARTICLE IV.

##### REIMBURSEMENT OF DEVELOPER COSTS AND OTHER INCENTIVES

4.1 City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer for the authorized Reimbursable Redevelopment Project Costs of the Redevelopment Project in the amounts and as set forth on Exhibit E, provided that the total reimbursement under this Agreement is estimated to be approximately Thirty-Two Million Three Hundred Sixty Five Thousand and 00/100 Dollars (\$32,365,000.00). The Reimbursable Redevelopment Project Costs shall evidence the City's obligation to reimburse the Developer for such authorized Reimbursable Redevelopment Project Costs. The City hereby pledges the Pledged Revenues to the repayment of the Reimbursable Redevelopment Project Costs. It is understood by the City and the Developer that this instrument is a special limited obligation of the City and is payable solely from the Developer's Share of Incremental Property Tax Revenues deposited from time to time in the Special Allocation Fund, and the Developer's Share of Business District Sales Tax Revenues deposited from time to time in the Business District Tax Allocation Fund, which the City is entitled to receive under the Agreement and sections 5/11-74.4-1 et seq. and 5/11 74.3 1 et seq., respectively of the Illinois Compiled Statutes, and is not a general obligation of the City, St. Clair County, the State of Illinois or any political subdivision thereof, nor any officer or employee thereof.

4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in the Agreement shall obligate the City to reimburse the Developer for any cost that is not incurred pursuant to the TIF Act or that does not qualify as a "redevelopment project cost" under the TIF Act. The Developer shall provide itemized invoices, receipts or other information to confirm that any such costs is so incurred and does so qualify. Each such request shall be accompanied by a certification by the Developer that such cost is eligible for reimbursement under the TIF Act. The Developer shall not be limited to reimbursement to the amounts shown for each such category but shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth on Exhibit E, without regard to the maximum amounts set forth for each category provided that the total aggregate amounts reimbursed do not exceed the amounts authorized for reimbursement under the Redevelopment Plan. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not reimbursable under the TIF Act and/or Business District Act and the Redevelopment Plan, the City shall notify the Developer in writing within the 30-days following receipt of a Certified Reimbursable Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment.

Reimbursement Payments. The City shall make periodic reimbursement payments as Pledged Revenues are received, upon certification by the Developer as provided herein. Upon paying Reimbursable Redevelopment Project Costs, the Developer may deliver to the City a

Certificate of Reimbursable Redevelopment Project Costs in substantially the form set forth in Exhibit B attached hereto. Each Certificate of Reimbursable Redevelopment Project Costs shall be accompanied by itemized invoices, receipts or other information evidencing the amount requested. The City shall approve or disapprove of each Certificate of Reimbursable Project Costs within 30 days of the submittal thereof. If the City disapproves any Certificate of Reimbursable Redevelopment Project Costs, it shall state in writing the reasons therefore and provide the submitting party a reasonable opportunity to clarify or correct the Certificate of Reimbursable Redevelopment Project Costs. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within 30 days of the submittal thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved. Each approved Certificate of Reimbursable Redevelopment Project Costs shall evidence payment of Reimbursable Redevelopment Project Costs by the Developer. Upon the approval by the City a Certificate of Reimbursable Redevelopment Project Costs, the City shall promptly reimburse the amount of such Certificate of Reimbursable Redevelopment Project Costs as provided in Section 5.3. Notwithstanding any provision herein to the contrary, the City is not obligated to approve any Certificate of Reimbursable Redevelopment Project Costs so long as the submitting party is in default under the terms of this Agreement.

4.3 City's Obligations Limited to Specific Funds. Notwithstanding any other term or provision of this Agreement, the Reimbursable Redevelopment Project Costs are payable only from the Pledged Revenues, including the Special Allocation Fund and the Business District Tax Allocation Fund, and from no other source.

4.4 Enterprise Zone Certification. The City shall issue a Certificate of the Redevelopment Project's location in the Belleville Enterprise Zone for the exemption of sales tax on building materials used exclusively for the construction of improvements in the Redevelopment Project Area consistent with the Developer's Proposal dated September 1, 2015 and the Concept Site Plan.

## ARTICLE V.

### SPECIAL ALLOCATION FUND AND BUSINESS DISTRICT TAX ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES AND BUSINESS DISTRICT REVENUES

5.1 Creation of Funds and Accounts. The City agrees to cause its Finance Director or other financial officer to establish and maintain the Special Allocation Fund and the Business District Allocation Fund, including such further accounts or subaccounts as the Finance Director of the City may deem appropriate in connection with the administration of the Special Allocation Fund and the Business District Tax Allocation Fund pursuant to this Agreement and, subject to the requirements of the TIF Act, deposit the Developer's Share of Incremental Property Tax Revenues into the Special Allocation Fund and deposit Developer's Share of Business District Tax Revenues into the Business District Tax Allocation Fund.

5.2 Application of Incremental Property Tax Revenues and Business District Sales Tax Revenues. The City hereby agrees to apply the Developer's Share of the Incremental Property Tax Revenues and Developer's Share of the Business District Sales Tax Revenues as shown in

this Agreement, and to so apply any taxes, fees or assessments subsequently enacted and imposed in substitution.

5.3 Cooperation in Determining Incremental Property Tax Revenues and Business District Sales Tax Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the Incremental Property Tax Revenues and Business District Sales Tax Revenues to be paid into the funds and accounts as provided, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

## ARTICLE VI.

### GENERAL PROVISIONS

6.1 Developer's Right of Termination. At any time prior to the City's reimbursement of any Reimbursable Redevelopment Project Costs, the Developer may, by giving written notice to the City, terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible.

6.2 City's Right of Termination. The City may terminate this Agreement at any time prior to the earlier of (i) the delivery of the Certificate of Substantial Completion, or (ii) the City's reimbursement of any Reimbursable Redevelopment Project Costs, if the Developer materially defaults in or breaches any substantial provision of this Agreement and fails to cure such default or breach pursuant to the provisions hereof.

6.3 Automatic Termination. This Agreement shall be terminated, null, void, and of no force or effect if, prior to the reimbursement of any Reimbursable Redevelopment Project Costs: (a) the Annexation Agreement attached as Exhibit F is terminated and/or the Redevelopment Project Area does not remain validly annexed to the City; or (b) the City does not create a tax increment financing district and a business district for the Redevelopment Project Area.

6.4 Successors and Assigns. The rights, duties and obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City, such approval shall not be unreasonably withheld. This Agreement shall be binding on and shall insure to the benefit of the parties named herein and to their respective heirs, administrators, executors, personal representatives, successors and assigns.

6.5 Remedies. In the event of any default in or breach of any term or conditions of this Agreement by either party, or any successors, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within 30 days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, 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 proceedings to complete specific performance by the defaulting or breaching party.

6.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of the Developer, to:

Attention:

With a copy to:

Attention

(ii) In the case of the City, to:

Mayor Mark W. Eckert  
City of Belleville  
101 South Illinois Street  
Belleville, IL 62220

With a copy to:

Garrett P. Hoerner  
City Attorney  
5111 West Main Street  
Belleville, Illinois 62226

or to such other address with respect to either party as party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

6.7 Conflict of Interest.

6.7.1 No member of the Corporate Authorities, the joint review board, or any branch of the City's government who has any power of review or approval or any of the Developer's undertakings or of the city's contracting for goods or services of the Redevelopment Project, shall participate in any decisions relating thereto which affected member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Corporate Authorities the nature of such interest and seek a determination by the Corporate Authorities with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

6.7.2 If any member of the Corporate Authority or any employee or consultant of the city involved in the planning and preparation of the Redevelopment Project or Redevelopment Project area owns or controls any interest, direct or indirect, in any property included in the Redevelopment Project Area, he or she shall disclose the same in writing to the City Clerk, and shall also disclose the dates and terms and conditions of any disposition of any such interest, which disclosures shall be acknowledged by the Corporate Authorities and entered upon the minute books of the Corporate Authorities. If any individual holds such an interest, then that individual shall refrain from any further official involvement in regard to such Redevelopment Project Area or Redevelopment Project or communicating with other members of the Corporate Authorities, commissions or employees concerning any matter pertaining to said Redevelopment Project or Redevelopment Project Area. Furthermore, no such member of the Corporate Authorities or employee shall acquire any interest direct, or indirect, in any property in the Redevelopment Project Area. for the purposes of this section, a month-to-month, leasehold interest in a single parcel of property by a member of the Corporate Authority shall not be deemed to constitute an interest in any property included in the Redevelopment Project Area, but such member must disclose the interest to the City Clerk.

6.8 Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City access to the Work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

6.9 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Illinois for all purposes and intents.

6.10 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

6.11 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

6.12 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

6.13 Representatives Not Personally Liable. No elected or appointed official agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.14 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, servants, employees and independent contractors against any and all claims arising from the execution of the Developer's obligations under this Agreement, and any loss or damage to property or any injury to or death of any person occurring at or about or resulting from the construction of the Work, including but not limited to any and all claims arising from the location of hazardous wastes, hazardous materials or other environmental contaminants within the Redevelopment Project Area, including all costs of defense, including attorneys fees, except for those matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

The City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Redevelopment Project Area or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

No official, employee or representative of the City shall be personally liable to the Developer (1) in the event of a default or breach by any party under this Agreement or (2) for any amount of any Reimbursable Redevelopment Project Cost which may become due to any party under the terms of this Agreement.

The Developer releases from and covenants and agrees that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the construction of the Work, (2) the negligence or misconduct of the

Developer, its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Work, (3) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances, as applicable, to the Redevelopment Project Area, to the extent such condition existed prior to the acquisition thereof by the Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement as to any particular Redevelopment Project or portion thereof.

6.15 Maintenance of the Redevelopment Project Area. The Developer shall remain in compliance with all provisions of the City's Code relating to maintenance and appearance during the construction of the Redevelopment Project or any portion thereof. Upon Substantial Completion of the Redevelopment Project, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Redevelopment Project Area, shall during the remainder of the term of this Agreement, maintain or cause to be maintained the buildings and improvements within the Redevelopment Project Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned parcels of real estate on the Redevelopment Project Area during the term of this Agreement, each owner as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations, and shall maintain or cause to be maintained reasonable property and liability insurance with respect to the same in accordance with Section 7.9.

6.17 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on December 31, 2038; provided that this Agreement may terminate sooner upon the earlier of (a) the completion of the Redevelopment Project, the payment of all Reimbursable Redevelopment Project Costs, or (b) the delivery of a written notice by the Developer or the City (and recordation of a copy of such notice with the St. Clair County Recorder) that this Agreement has been terminated pursuant to Section 7.1 or 7.2 hereof.

ARTICLE VII.

REPRESENTATIONS OF THE PARTIES

7.1 Representations of the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

7.2 Representations of the Developer. The Developer hereby represents and warrants that it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings, and that this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF BELLEVILLE, ILLINOIS

(SEAL)

By: Mark W. Eckert  
Mayor

Attest:

By: Dallen B. Cook  
City Clerk

MISSIONARY VENTURES, LLC

By: Arthur J. Springfield  
Its managing member

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF ST. CLAIR    )

On this 21 day of Sept., 2015, before me appeared Mark W. Eckert, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Belleville, Illinois, an incorporated municipality of the State of Illinois, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Corporate Authorities, and said City Clerk acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



My Commission Expires:  
6-10-18

Notary Public  
Kari L. Tutza

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF ST. CLAIR    )

On this 17 day of Sept., 2015, before me appeared FOREST LANGENFELD to me personally known, who, being by me duly sworn, did say that he is the managing member of Missionary Ventures, LLC, an Illinois limited liability company, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



My Commission Expires:  
6/10/18

Notary Public  
Kari L. Tutza