

**VILLAGE OF BARTLETT**

**COMMITTEE AGENDA**

**JUNE 21, 2022**

**BUILDING & ZONING, CHAIRMAN HOPKINS**

1. Bannerman's Sports Grill (Lot 15 Brewster Creek Business Park)

**COMMUNITY & ECONOMIC DEV., CHAIRMAN GANDSEY**

2. Bannerman's Brewster Creek Incentive



# Agenda Item Executive Summary

Item Name      Bannerman's Sportsgrill (Lot 15 Brewster Creek  
Business Park)

Committee  
or Board      Committee

## BUDGET IMPACT

Amount:      N/A

Budgeted      N/A

List what  
fund      N/A

## EXECUTIVE SUMMARY

The Petitioner is requesting a **site plan review** for a proposed 10,000 square foot restaurant and bar with an outdoor seating and recreation area on 8.1 acres on the south side of Hardt Circle in Brewster Creek Business Park.

The petitioner is also requesting a **variation** to reduce the number of required parking spaces from 193 to 189.

The Petitioner is also requesting **special use permits** to allow a restaurant serving liquor, and indoor and outdoor live entertainment. Outdoor entertainment would take place on a stage located to the northwest of the proposed building.

## ATTACHMENTS (PLEASE LIST)

PDS memo, cover letter, application, location map, site plan, floor plan, elevations, and landscape plan

## ACTION REQUESTED

- For Discussion only - *To review the petitioner's requests and forward to the Planning & Zoning Commission for further review and to conduct the required public hearing.*
- Resolution
- Ordinance
- Motion

Staff:      Kristy Stone, Village Planner

Date:      6.14.2022

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

**22-49**

DATE: June 14, 2022  
TO: Paula Schumacher, Village Administrator  
FROM: Kristy Stone, Village Planner *KJS*  
RE: **(#22-02) Bannerman's Sportsgrill**

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**PETITIONER**

Mac Maqsood

**SUBJECT SITE**

Lot 15 in the Brewster Creek Business Park

**REQUESTS**

**Site Plan Review**

**Variation** – to reduce the parking requirement

**Special Use Permits** – for a restaurant serving liquor, and live indoor and outdoor entertainment events

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vacant</b>	<b>Mixed Use Business Park</b>	<b>I-2 EDA</b>
North	Light Industrial/Vacant	Mixed Use Business Park	I-2 EDA
South	Industrial Condos	Mixed Use Business Park	I-2 EDA
East	Industrial	Mixed Use Business Park	I-2 EDA
West	Industrial	Mixed Use Business Park	I-2 EDA

**DISCUSSION**

1. The Petitioner is requesting a **site plan review** for a proposed 10,000 square foot restaurant and bar with an outdoor seating and recreation area on 8.1 acres on the south side of Hardt Circle in Brewster Creek Business Park.
2. The exterior of the proposed building would be finished with gray metal batten siding and gray face brick. The maximum building height is 21'-8".
3. The floor plans show a total of 272 seats indoors, with an additional 72 seats located in the outdoor seating area. The floor plans also show bench seating for approximately 50 people and a lawn seating area in front of the stage.

4. The petitioner is also requesting a **variation** to reduce the number of required parking spaces from 198 to 189. The site plan identifies a total of 189 parking spaces seven (7) of which are handicapped accessible spaces, including 178 customer vehicle parking spaces to the east of the building and 11 employee parking spaces to the north west of the building.
5. Two curb cuts are proposed along Hardt Circle. Employee vehicles, deliveries, and trash service will enter the site from the western curb cut. Customer vehicles will utilize the eastern curb cut.
6. The petitioner is also requesting **special use permits** to allow a restaurant serving liquor, and indoor and outdoor live entertainment.
7. The outdoor stage would be located to the northwest of the building, facing southwest. The nearest residence is approximately 1,600 feet from the stage and buffered by evergreen trees, buildings, and berms.
8. The proposed hours of operation are as follows;

<u>Day</u>	<u>Restaurant</u>	<u>Outdoor patio</u>	<u>Outdoor Live Entertainment</u>
Sunday – Tuesday	11:00am – Midnight	11:00am – 11:00pm	Music to end by 10:00pm
Wednesday	11:00am – 1:00am	11:00am – Midnight	Music to end by 10:00pm
Thursday	11:00am – 1:00am	11:00am – Midnight	Music to end by 11:00pm
Friday – Saturday	11:00am – 2:00am	11:00am – 1:00am	Music to end by 11:00pm

9. The site plan also shows 2 bocce ball courses and 2 bean bag toss set ups to the south of the building.
10. A 6-foot-high aluminum rail fence is proposed around the outdoor entertainment and seating area. The portion of the fence to the north of the stage would be a solid screen fence. Emergency exit gates have been provided in the fence to the north and south of the building.
11. The landscape, photometric and engineering plans are currently under review.

**RECOMMENDATION**

The staff recommends forwarding this petition to the Planning & Zoning Commission for their review and to conduct the required public hearing.

**PDS Memo 20-111**

**June 14, 2020**

**Page 3**

Background information is attached for your review.

djk/attachments

x:\comdev\memos 2022\049\_bannermans\_vbc.docx



To: Village of Bartlett, Village President, Planning and Zoning Commission, Trustees  
From: Mac Maqsood, Bannerman's Sports Grill  
Date: March 28, 2022

Established in 2007, Bannerman's Sports Bar and Grill is family owned and has been a staple in the community for many years, serving the best wings in town with over 25 flavors to choose from. We are a venue where the entire community can enjoy. We cater to folks just looking for a place to hang out, families out to lunch or dinner, sports fans who want to watch the Cubs, Sox, Bears, Bulls, or Hawks and music lovers listening to their favorite bands. Bannerman's has been serving the Bartlett Community for more than 15 years, providing both excellent meals and an abundance of community service to our schools, clubs, families, and organizations.

When my wife Jackie and I took over from Murray in 2018, we didn't know how we'd be welcomed into the community. Fast forward 4 years and we couldn't have asked for a better community to be part of. We have an amazing staff and all the customers/people that we've met at the Bannerman's have been extremely supportive. Because of our customers and community encouragement/patronage, we are looking to be part of Bartlett for many years to come by building a new place here in Bartlett.

Bannerman's Sports Bar and Grill will be a distinctive year around gathering place in Bartlett. Our new location will be in the Brewster Creek Business Park on a 3.73-acre lot, housed in a 10,000sf+ standalone building with a large outdoor beer garden and covered patio. At the new and improved Bannerman's, we believe in creating memories, cultivating friendships, and coming together with a common purpose: **"that life if to be enjoyed"**.

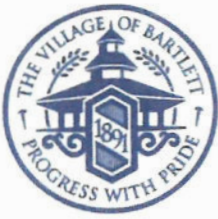
We will offer:

- Exclusive summer concert series, specifically built for people looking for a relaxed festival inspired atmosphere.
- We will be a "destination" for indoor/ outdoor entertainment space in the western suburbs.
- We will create a warm and friendly atmosphere, and to leave our customers feeling totally satisfied with our service - whether they pop in for a pint or stay with us all day for a great meal, awesome music, and amazing drinks.
- Continue to be a sports enthusiast's destination – we will offer many TV's to watch your favorite sports teams.
- Offer an outdoor area with outdoor games, as well as two volleyball courts and a full bar.

- Maintain the game machines for kids as well as slot machines for adults.
- Foster a safe and fun environment.
- Continue to give back to the community.

We very much hope that we can gain your support and approval to operate our new location. The new Bannerman's is an exciting opportunity for the town, and it is an exciting opportunity for us as we look to continue to be an active and contributing business in the community for years to come. We welcome all your recommendations in order to make our new venue a success for everyone and we will continue to seek out new ways that we can benefit the community.

Thank you for your consideration in this matter.



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

<b>For Office Use Only</b>
Case # <u>20-02</u>
RECEIVED PLANNING & DEVELOPMENT
MAR 29 2022
VILLAGE OF BARTLETT

**PROJECT NAME** Bannerman's Sportsgrill

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** Mac Maqsood

**Street Address:** 27 Pine Ave

**City, State:** Lake Zurich, IL

**Zip Code:** 60047

**Email Address:** MACSM1@outlook.com

**Phone Number:** 847-477-9009

**Preferred Method to be contacted:** Email

**PROPERTY OWNER INFORMATION**

**Name:** Triumph Construction Services

**Street Address:** 425 N. Martingale Road; Suite 1280

**City, State:** Schaumburg, IL

**Zip Code:** 60173

**Phone Number:** \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)*

**ACTION REQUESTED** (Please check all that apply)

- Annexation
  - PUD (preliminary)
  - PUD (final)
  - Subdivision (preliminary)
  - Subdivision (final)
  - Site Plan (please describe use: commercial, industrial, square footage): \_\_\_\_\_
  - Unified Business Center Sign Plan
  - Other (please describe) \_\_\_\_\_
- Text Amendment
  - Rezoning See Dropdown to See Dropdown
  - Special Use for: Liquor/alcohol consumption and outdoor music
  - Variation: \_\_\_\_\_



**SIGN PLAN REQUIRED?** Yes

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

**PROPERTY INFORMATION**

**Common Address/General Location of Property:** Hardt Circle.....Lot 15 Brewster Creek BP

**Property Index Number ("Tax PIN"/"Parcel ID"):** 01-04-308-019

**Zoning:** Existing: I-2 EDA  
(Refer to Official Zoning Map)

**Land Use:** Existing: Vacant

Proposed: I-2 EDA

Proposed: Mixed Use Business

**Comprehensive Plan Designation for this Property:** Mixed use Business Park  
(Refer to Future Land Use Map)

**Acreage:** 8.1

**For PUD's and Subdivisions:**

No. of Lots/Units: \_\_\_\_\_

Minimum Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Average Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

**APPLICANT'S EXPERTS** (If applicable, including name, address, phone and email)

**Attorney** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engineer** ESM CIVIL SOLUTIONS, LLC - Eric S. Mancke, P.E.  
4320 Winfield Road; Suite 200; Warrenville, IL 60555  
630-300-0933; eric@esmcivilsolutions.com

**Other** Planner/Pre-Construction Services - Newpath Construction - Justin Rios  
1300 Greenbrook Blvd; Suite 303; Hanover Park, IL 60133  
630-338-7887; justin.rios@newpathconstruction.com

## **FINDINGS OF FACT (Standards)**

The Village of Bartlett Zoning Ordinance requires that certain findings of fact, or standards, must be met before a special use permit, variation, site plan or planned unit development may be granted. Each application for a hearing before the Plan Commission or Zoning Board of Appeals for a special use, variation, site plan or planned unit development must address the required findings of fact for each particular request. The petitioner should be aware that he or she must present specific testimony at the hearing with regards to the findings. **(On the following pages are the findings of fact, or standards, to be met. Please respond to each standard, in writing, as it relates to the case.)**

**\*\*PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY RELATE TO YOUR PETITION\*\***

Findings of Fact for **Site Plans**: Pages 4-5

Findings of Fact for **Planned Unit Developments**: Pages 6-9

Findings of Fact for **Special Uses**: Page 10

Findings of Fact for **Variations**: Pages 11-12

## FINDINGS OF FACT FOR SPECIAL USES

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)**

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

For 15 years, Bannerman's has been a successful establishment within Bartlett's restaurant and sports entertainment community. The new facility will continue the tradition of providing an enjoyable and safe environment for local patrons, continuing the Bannerman's tradition established in 2007.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

Bannerman's will rely on its 15 year foundation of providing a safe and enjoyable environment to local patrons.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

The Owner is committed to conforming to the regulations and conditions specified in the Village Code.

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER:  \_\_\_\_\_

PRINT NAME: Mac Maqsood \_\_\_\_\_

DATE: March 28, 2022 \_\_\_\_\_

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney’s fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: Mac Maqsood \_\_\_\_\_

ADDRESS: 27 Pine Avenue \_\_\_\_\_

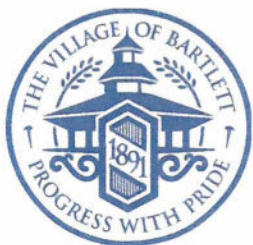
Lake Zurich, IL 60047 \_\_\_\_\_

PHONE NUMBER: 847-477-9009 \_\_\_\_\_

EMAIL: MACSM1@outlook.com \_\_\_\_\_

SIGNATURE:  \_\_\_\_\_

DATE: March 28, 2022 \_\_\_\_\_



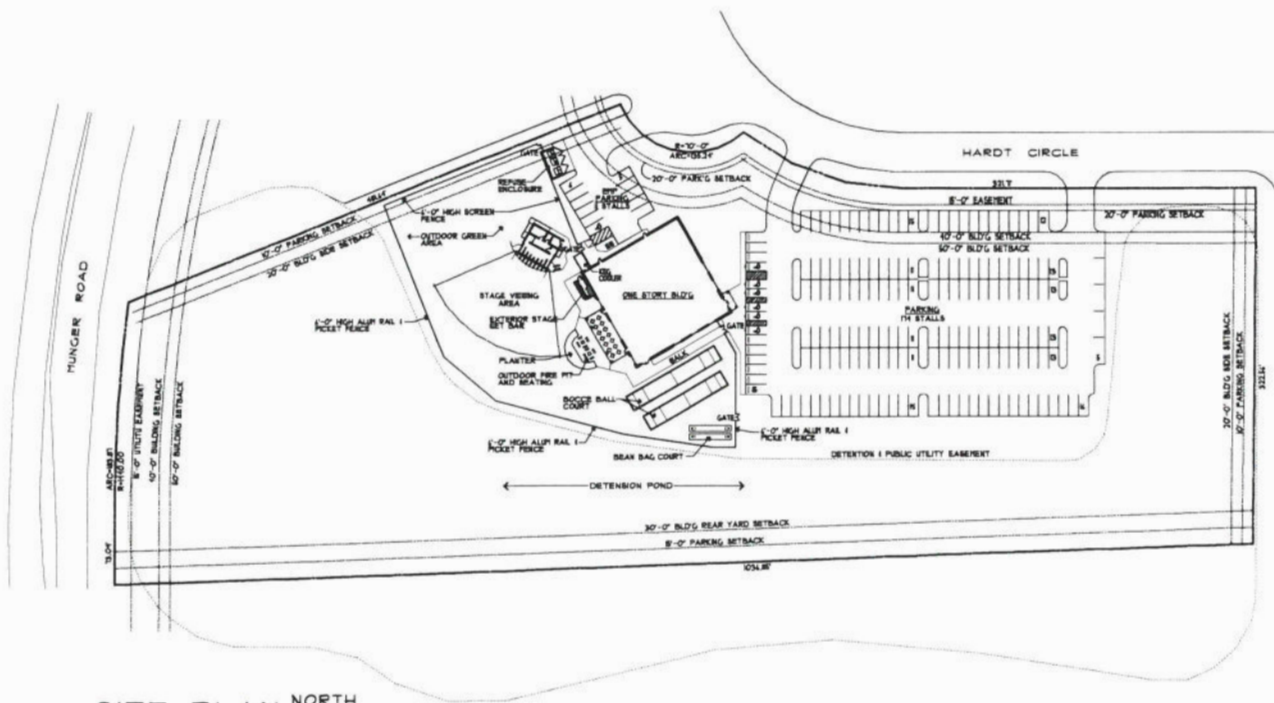
# Location Map

Case #22-02  
 Bannerman's Sportsgrill 2022



# NEW SPORTS GRILL RESTAURANT FOR : BANNERMAN'S SPORT GRILL

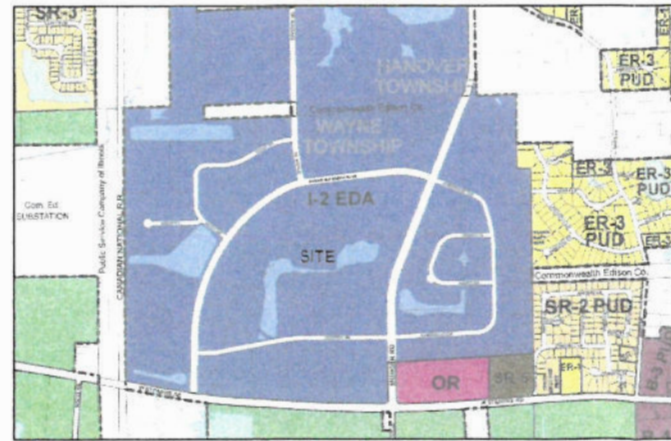
LOT 15- HARDT CIRCLE  
BREWSTER CREEK BUSINESS PARK  
BARTLETT, ILLINOIS 60103



SITE PLAN NORTH  
SCALE: 1"=80'-0"



BUILDING AERIAL VIEW NORTH  
NO SCALE



BUILDING ZONING LOCATION MAP NORTH  
NO SCALE

## CODE SUMMARY

MUNICIPALITY: VILLAGE OF BARTLETT, ILLINOIS  
ZONING: I-2 EDA INDUSTRIAL ECONOMIC DEVELOPMENT AREA  
PROPERTY INDEX NUMBER "PIN": DUPAGE COUNTY PIN #01-04-308-04  
BUILDING CODE CODE: 2018 INTERNATIONAL BUILDING CODE, 2018 INTERNATIONAL FIRE CODE, 2018 INTERNATIONAL MECHANICAL CODE, CURRENT ILLINOIS PLUMBING CODE, 2018 INTERNATIONAL FUEL GAS CODE, 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 INTERNATIONAL EXISTING BUILDING CODE, 2011 NATIONAL ELECTRIC CODE (NEC), 2018 INTERNATIONAL ENERGY CONSERVATION CODE, 2018 STATE OF ILLINOIS ACCESSIBILITY CODES. SEE VILLAGE OF BARTLETT ADOPTED AMENDMENTS FOR ALL APPLICABLE BUILDING CODES.

BUILDING DESCRIPTION: ONE STORY RESTAURANT  
SITE IMPROVEMENTS: NEW BUILDING AND PARKING  
PLANNING & ZONING: TITLE 10 BARTLETT ZONING CODE  
FIRE DEPARTMENT: BARTLETT FIRE PROTECTION DISTRICT

## FIRE RATING REQUIREMENTS

FIRE RESISTANCE RATING TABLE 601, TYPE II B  
PRIMARY STRUCTURAL FRAME: 0 HOUR  
BEARING WALLS: EXTERIOR 0 HOUR, INTERIOR 0 HOUR  
NON BEARING WALLS & PARTITIONS: EXTERIOR X 30'-0" 0 HOUR (TABLE 602), NON BEARING WALLS & PARTITIONS INTERIOR 0 HOUR  
FLOOR CONSTRUCTION & ASSOCIATED SECONDARY MEMBERS: 0 HOUR  
ROOF CONSTRUCTION & ASSOCIATED SECONDARY MEMBERS: 0 HOUR

## GENERAL CONSTRUCTION DATA

CONSTRUCTION TYPE: "I" B" - UNPROTECTED, NON-COMBUSTIBLE, LIMITED AREA W/100% AUTOMATIC SPRINKLER SYSTEM  
OCCUPANCY USE GROUP: NON-SEPARATED USE GROUP, SECTION 508.3 NO FIRE SEPARATION ASSEMBLY REQUIRED TABLE 508.4 ASSEMBLY GROUP A-2, RESTAURANTS STORAGE GROUP S-1, SECTION 311  
MIXED USE AND OCCUPANCY: SECTION 508  
FIRE PROTECTION: BUILDING EQUIPPED WITH AUTOMATIC FIRE SUPPRESSION SYSTEM DESIGN PER N.F.P.A. SEE SPRINKLER DESIGN BY OTHERS  
HANDICAPPED PARKING: HANDICAP PARKING AND SIGNAGE PER STATE OF ILLINOIS AND ADA REQUIREMENTS  
SHOKE VENTING: NONE REQUIRED  
MAXIMUM BUILDING HEIGHT: SECTION 504, TABLE 504.3 & 504.4 OCCUPANCY A I S = 15'-0" THREE STORY (SPRINKLER)

MAXIMUM BUILDING HEIGHT: 45'-0" (ZONING CODE)  
MAXIMUM ACCESSORY BUILDING HEIGHT: 15'-0" (ZONING CODE)  
ALLOWABLE FLOOR AREA: SECTION 504.4 A-2 ASSEMBLY = 38,000 SF (SPRINKLER)

## SITE DATA

SITE AREA: 352,834 SF (8.1 ACRES)  
MAXIMUM FLOOR AREA RATIO (O.S.): 174,418 SF  
FRONT SETBACK: 40'-0" & 50'-0"  
SIDE SETBACK (INTERIOR): 20'-0"  
SIDE SETBACK (CORNER SIDE): 40'-0"  
REAR SETBACK: 30'-0"  
TRANSITIONAL SETBACK: 100'-0"

## BUILDING AREAS

RESTAURANT "A2" DINING & BAR AREA: 4,917 SF  
KITCHEN, STORAGE AND TOILETS: 3,083 SF  
BUILDING AREA: 10,000 SF  
OUTDOOR DINING: 831 SF

## PARKING REQ'MTS

FRONT-CORNER SIDE PARKING SETBACK: 20'-0"  
INTERIOR SIDE PARKING SETBACK: 10'-0"  
REAR PARKING SETBACK: 15'-0"  
DINING & BAR AREA 11 STALL PER EACH 40 SF: 4,917 SF/40=124 STALLS  
EXTERIOR DINING AREA, 1 STALL PER 40 SF: 831 SF/40=21 STALLS  
STAFF AND EMPLOYEE: 25 PEOPLE (WEEKEND)  
TOTAL: 155 PARKING STALLS REQ'D  
PARKING PROVIDED: 185 PARKING STALL

## PROPERTY PROPERTY NOTES:

- CONTRACTOR SHALL HAVE AT SITE THE BUILDING OWNER AND LANSING BUILDING DEPT APPROVED PERMIT DOCUMENTS, AND ANY DESIGN REQUIREMENTS PROVIDED BY BUILDING OWNER.
- CONSTRUCTION CANNOT BE ALLOWED TO COMMENCE UNTIL THE BUILDING OWNER HAS APPROVED THE CONSTRUCTION DOCUMENTS, ALL INSURANCE CERTIFICATES ARE SUBMITTED TO AND APPROVED BY BUILDING OWNER AND ALL BUILDING PERMITS HAVE BEEN OBTAINED, AND ALL REQUIRED PERMIT FEES PAID.
- GENERAL CONTRACTOR SHALL MEET WITH BUILDING OWNER PRIOR TO START OF CONSTRUCTION FOR PRE-CONSTRUCTION MEETING TO DISCUSS CONSTRUCTION RELATED ITEMS & OWNER DESIGN RELATED REQUIREMENTS.
- ANY CONTRACTOR ENGAGED BY THE BUILDING OWNER SHALL BE BONDED AND LICENSED, HAVE GOOD LABOR RELATIONS, CAPABLE OF PERFORMING QUALITY WORKMANSHIP AND CAPABLE OF WORKING WITH THE GENERAL CONTRACTOR AND OTHER SUB-CONTRACTORS WORKING ON THIS OFFICE BUILD-OUT.
- CONSTRUCTION EQUIPMENT AND MATERIAL ARE TO BE LOCATED ONLY IN APPROVED AREAS.

DRAWING DATE	BY
SITE ENG REVIEW #2 04-10-22	

**EAGERSDORFER ARCHITECTS & ASSOC. INC.**  
FO BOX 8820  
CAROL STREAM ILLINOIS 60888  
PHONE: 630-677-0740  
EMAIL: JLE@EGGAR.COM

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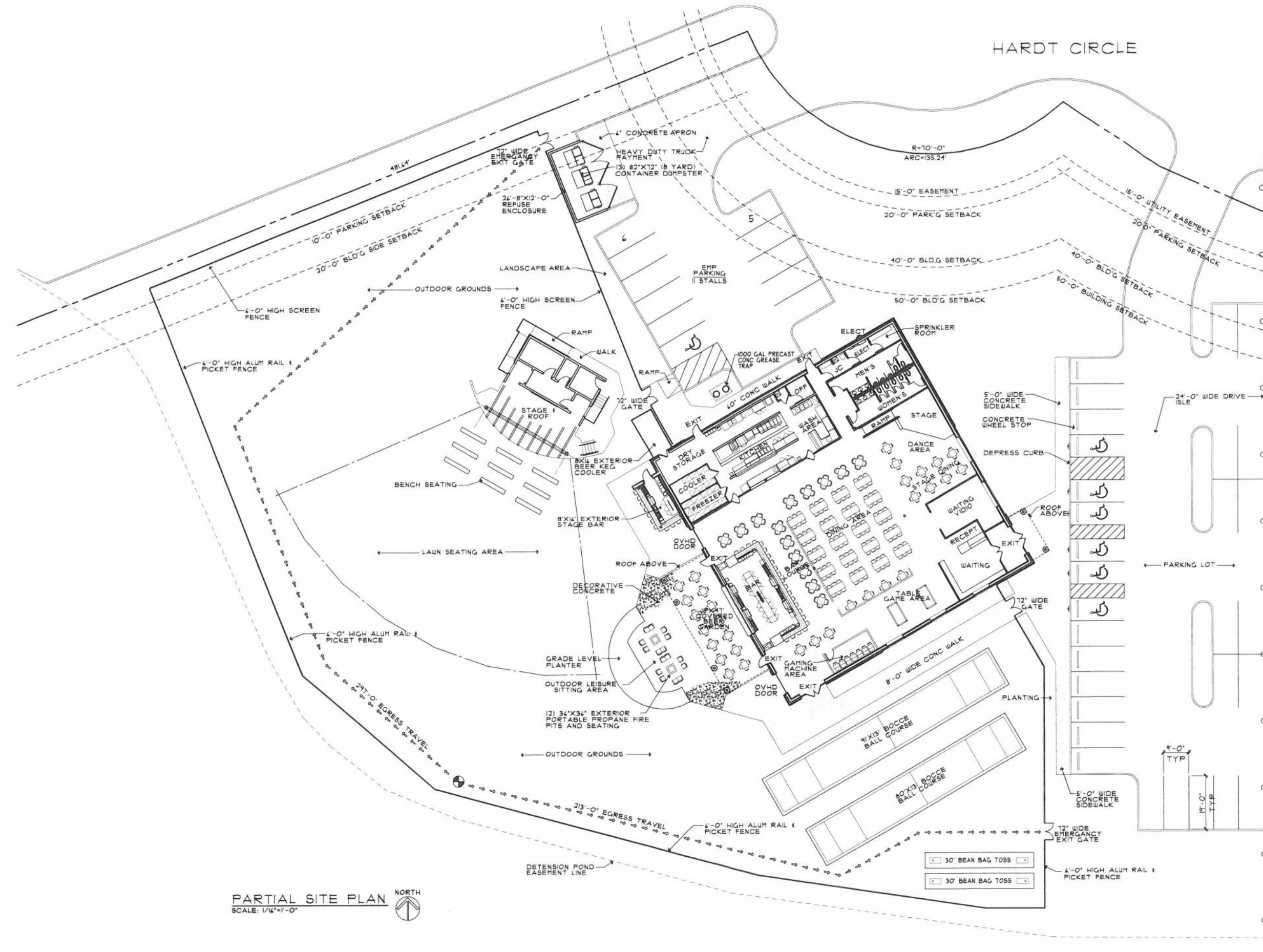
General Contractor "Builder"  
New Path Construction  
1300 Greenbrook Blvd  
Suite 303  
Hanover Park, Illinois 60133  
Office: 630-283-3884  
Contact: Oscar Garcia  
Cell: 630-290-7899  
oscardgarcia@newpathconstruction.com

New Sports Grill (Restaurant) for:  
**Bannerman's Sports Grill**  
Lot 15  
Brewster Creek, Business Park  
Bartlett, Illinois 60103  
Attn: Mac Magsood  
Off Phone: 630-213-2400  
E-Mail: macam@outlook.com

DRAWN:	CHECKED: JJE
DATE: 04-10-22	SHEET
JOB NO: 2203.01	
SCALE: AS NOTED	A-1
TITLE SHEET AND SITE DATA	OF 4 SHEETS

Bannerman's Sport Grill - Bartlett 05-12-22  
PLOT SCALE 1/8"=1'-0"

Bannerman's Sport Grill-Bortkatt 05-12-22  
 PLOT SCALE 1/8"=1'-0"



PARTIAL SITE PLAN  
 SCALE: 1/4"=1'-0"  
 NORTH

DRAWING DATE	BY
SITE ENG REVIEW #2	
04-10-22	

**EAGERSDORFER ARCHITECTS & ASSOC. INC.**  
 PO BOX 88527  
 CAROL STREAM ILLINOIS 60888  
 PHONE: 630-671-0740  
 EMAIL: JAE@EGARC.COM

THIS DRAWING MUST NOT BE SCALED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATUMS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS TO BE REPORTED IMMEDIATELY TO THE ARCHITECT. VARIATIONS AND MODIFICATIONS TO WORK SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE ARCHITECT AND CAN BE REPRODUCED ONLY WITH THE PERMISSION OF THE ARCHITECT. IN WHICH CASE THE ARCHITECT'S NAME AND ADDRESS SHALL BE SHOWN.

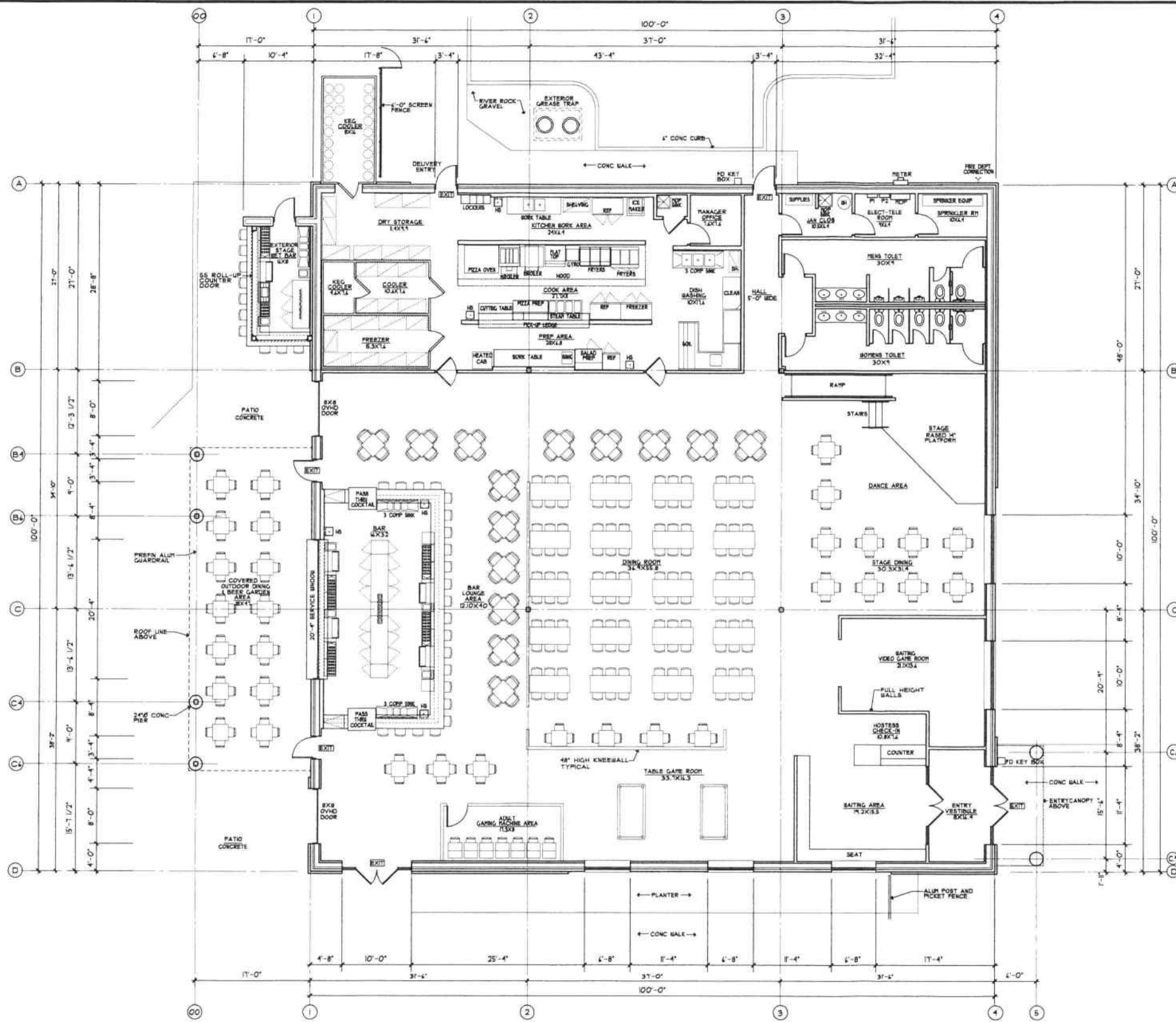
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General Contractor "Builder"  
**New Path Construction**  
 1300 Greenbrook Blvd  
 Suite 303  
 Hanover Park, Illinois 60133  
 Office: 630-283-3884  
 Contact: Oscar Garcia  
 Cell: 630-290-7899  
 oscar.garcia@newpathconstruction.com

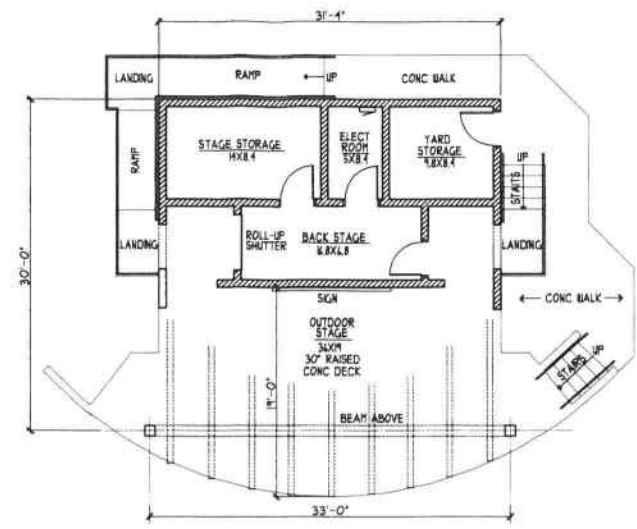
New Sports Grill (Restaurant) for:  
**Bannerman's Sports Grill**  
 Lot 15  
 Brewster Creek, Business Park  
 Bartlett, Illinois 60103  
 Attn: Mac Masod  
 Off Phone: 630-213-2400  
 E-Mail: macsam1@outlook.com

DRAWN:	CHECKED: JJE
DATE: 04-10-22	SHEET
JOB NO: 2203.01	
SCALE: AS NOTED	
ENLARGED PARTIAL SITE PLAN	OF 4 SHEETS

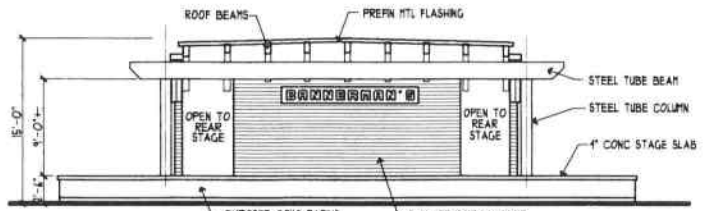
Bannerman's Sport Grill - Bartlett\_05-12-22  
 PLOT SCALE 1/8" = 1'-0"



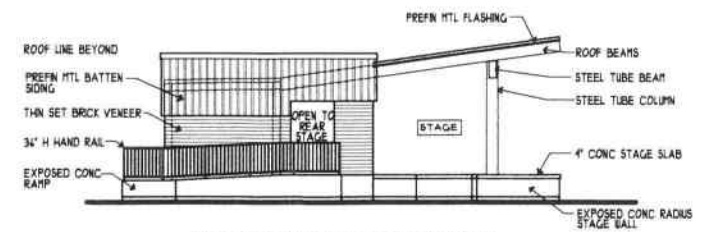
**BUILDING FLOOR PLAN** NORTH  
 SCALE: 1/8" = 1'-0"



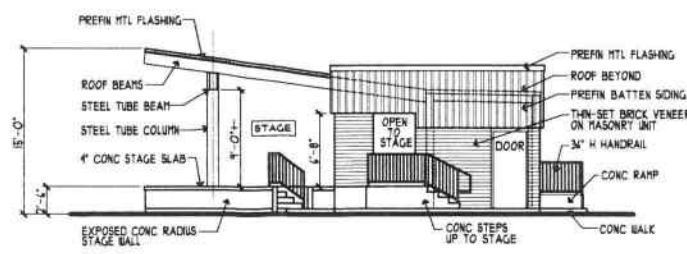
**OUTDOOR STAGE FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



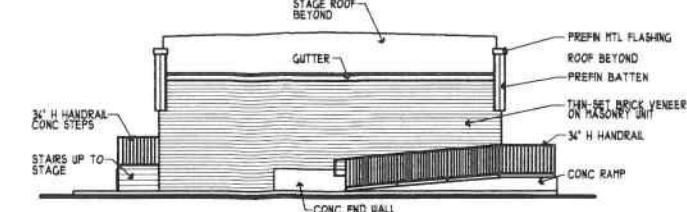
**OUTDOOR STAGE FRONT ELEVATION**  
 SCALE: 1/8" = 1'-0"



**OUTDOOR STAGE LEFT ELEVATION**  
 SCALE: 1/8" = 1'-0"



**OUTDOOR STAGE RIGHT ELEVATION**  
 SCALE: 1/8" = 1'-0"



**OUTDOOR STAGE REAR ELEVATION**  
 SCALE: 1/8" = 1'-0"

DRAWING DATE	BY
SITE ENG REVIEW #2 04-10-22	

**EGGERSDORFER ARCHITECTS & ASSOC. INC.**  
 PO BOX 88521  
 CAROL STREAM ILLINOIS 60888  
 PHONE: 630-671-0740  
 EMAIL: JEFF@EGGARC.COM

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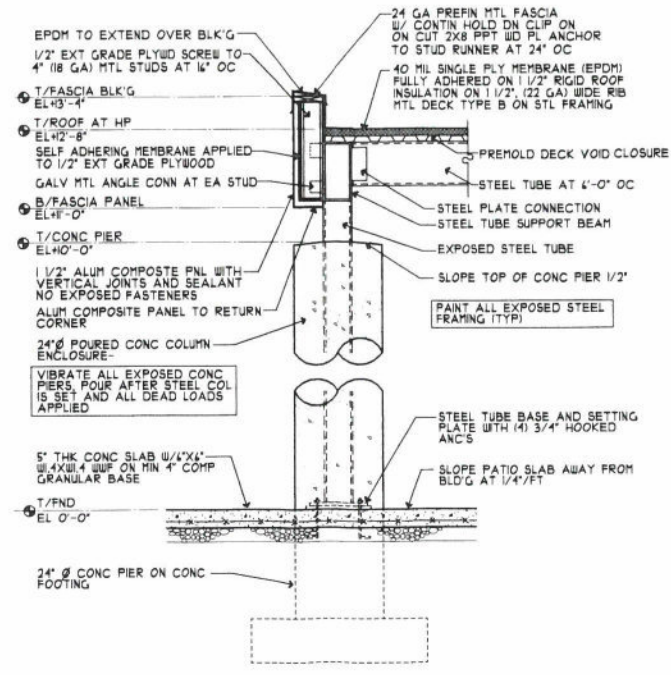
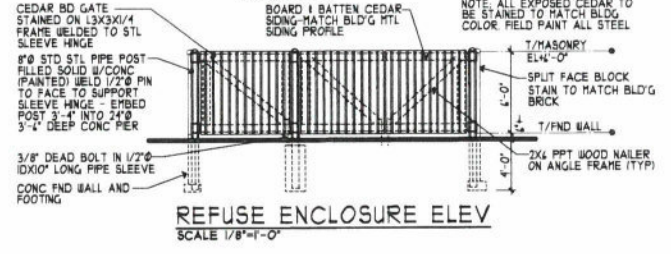
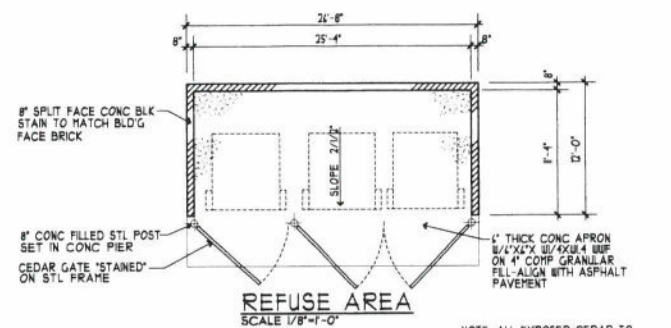
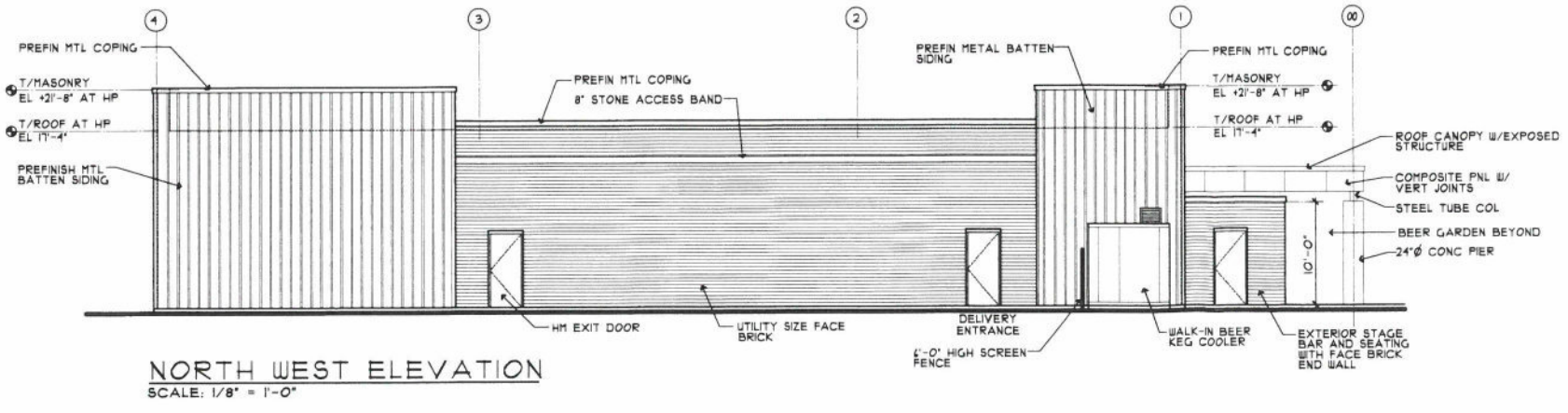
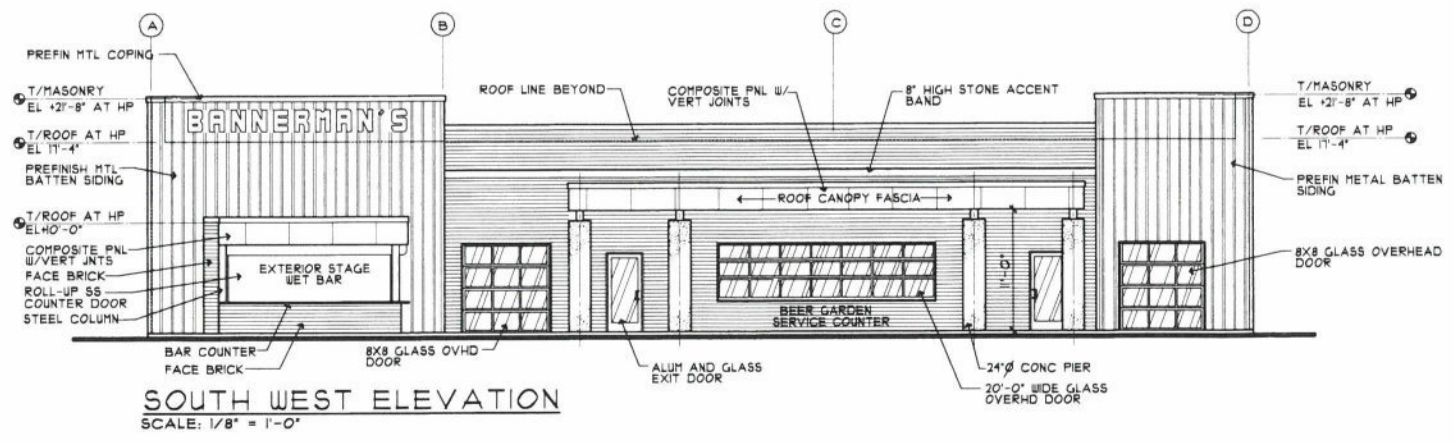
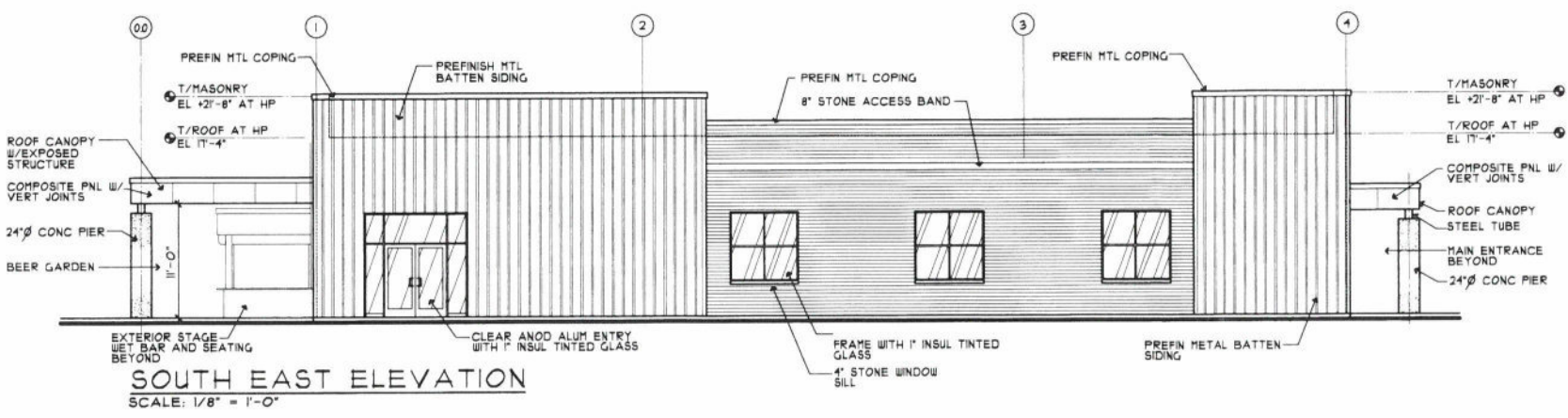
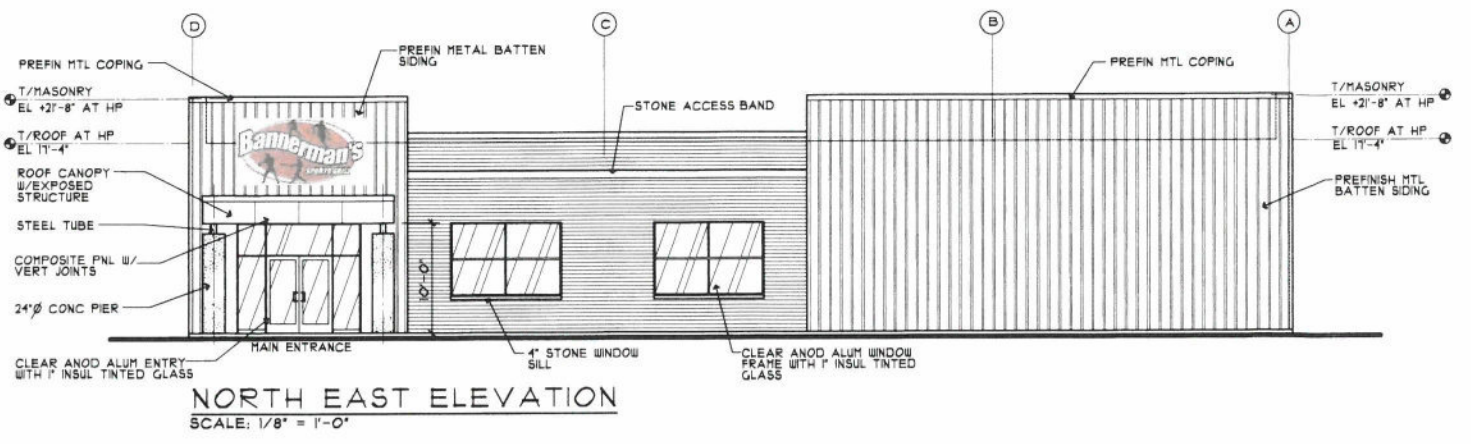
General Contractor: "Builder"  
**New Path Construction**  
 1900 Greenbrook Blvd  
 Suite 303  
 Hanover Park, Illinois 60133  
 Office: 630-283-3884  
 Contact: Oscar Garcia  
 Cell: 630-290-1899  
 oscar.garcia@newpathconstruction.com

New Sports Grill (Restaurant) For:  
**Bannerman's Sports Grill**  
 Lot 15  
 Brewster Creek, Business Park  
 Bartlett, Illinois 60103  
 Attn: Mac Maqood  
 Off Phone: 630-213-2400  
 E-Mail: macsm1@outlook.com

DRAWN:	CHECKED: JJE
DATE: 04-10-22	SHEET
JOB NO: 2203.01	
SCALE: AS NOTED	<b>A-2</b>
BUILDING FLOOR PLAN	OF 4 SHEETS



DRAWING DATE	BY
SITE ENG REVIEW #2	
04-10-22	



**EGGERSDORFER ARCHITECTS & ASSOC. INC.**  
 PO BOX 68527  
 CAROL STREAM ILLINOIS 60808  
 PHONE: 630-671-0740  
 EMAIL: JAE@EGGARCO.COM

**EAG**

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DRAWN:	CHECKED: JJE
DATE: 04-10-22	SHEET
JOB NO: 2203.01	
SCALE: AS NOTED	A - B
BUILDING ELEVATIONS AND DETAILS	OF 4 SHEETS

Bannerman's Sport Grill - Bartlett 05-12-22  
 PLOT SCALE 1/8" = 1'-0"

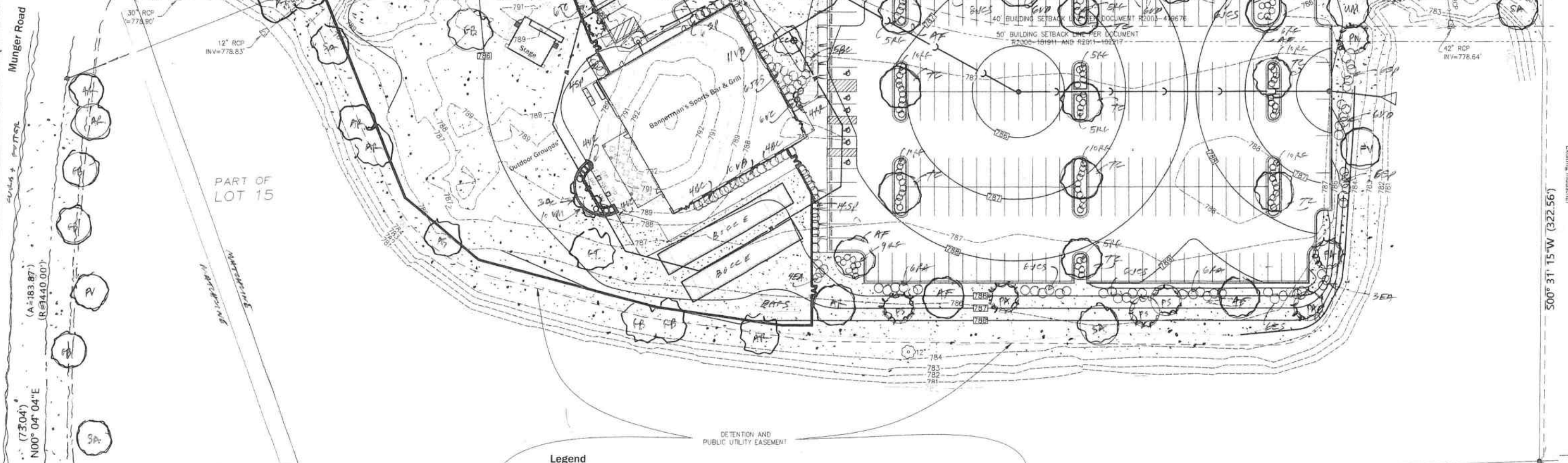
PART OF LOT 15

Munger Road

HARDT CIRCLE

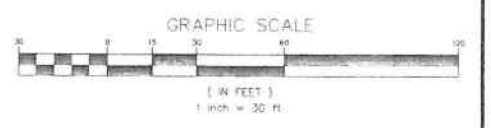
PART OF LOT 15

Existing Industrial



- Legend**
- Canopy Tree
  - Understory Tree
  - Evergreen Tree
  - Deciduous/Evergreen Shrub
  - Perennials
  - Turf Grass (Sod)

S88° 02' 41"W (1036.85')



PREPARED FOR:  
MAC MAQSOOD

PREPARED BY:  
**ESM CIVIL SOLUTIONS, LLC**  
Civil Engineering, Land Entitlements & Project Feasibility  
4320 WINFIELD RD - Suite 200, Warrenville, Illinois 60555  
o: 630 300-0933 c: 630 624-0520

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

BANNERMAN'S SPORTS BAR AND GRILL

**Landscape Plan**

Revisions  
06/10/2022

FILE NAME: BASE PLAN	DSGN. BY: LDC	JOB NO: PMW-001	F.LD. BK:
DISC NUM: PMW-001	DRN BY: LDC	SCALE: 1:30	DATE: 03.28.2022

**L1**

# Bannerman's Sports Bar & Grill

Village of Bartlett, Illinois

## Landscape Requirements Chart / Summary:

Interior Landscape Parkway Requirements - HARDT CIRCLE							
Type 2 Screening	Lineal Feet	Description	Required Qty	Proposed Quantities			
Zoning Classification			Tree/Shrub	Canopy Tree	Ornamental Tree	Evergreen Tree	Shrubs
I-2 Industry	290'	1 Tree/30 lf	9 Trees	5	2	3	37
EDA	Adj. to parking lot in front yard	Shrubs shall a min. 3' ht 25% of parkway shall be left unscrined	35 Shrubs				
	310'	1 Tree/40 lf	8 Trees	5	3	3	21
	No parking lot in front yard	50% of Required Trees shall be large Deciduous Evergreen Trees					

Interior Landscape Parkway Requirements - MUNGER ROAD							
Type 2 Screening	Lineal Feet	Description	Required Qty	Proposed Quantities			
Zoning Classification			Tree/Shrub	Canopy Tree	Ornamental Tree	Evergreen Tree	Shrubs
I-2 Industry	360'	1 Tree/40 lf	9 Trees	2			
EDA		50% of Required Trees shall be large Deciduous Evergreen Trees					

Perimeter Landscape Screening Requirements:							
Type 2 Screening	Lineal Feet	Description	Required Qty	Proposed Quantities			
Perimeter Location			Tree/Shrub	Canopy Tree	Ornamental Tree	Evergreen Tree	Shrubs
East Property Line	300' - 190' of Pky. Lot	1 Tree/60 lf of parking lot length, shrubs are req. for 50% of parking lot length However, see proposed planting adj. to parking lot	3 Trees 20 Shrubs	2		2	27
South Property Line	1,046' - 330' of Pky. Lot	No Planting req. due to Orientation However, see proposed planting adj. to parking lot	6 Trees 30 Shrubs	4			36
West Property Line	250' - Munger Road	Refer to Int. Parkway Req.	0				
North Property Line	600' - Hardt Circle	Refer to Int. Parkway Req.	0				
N/W Property Line	481'		8 Trees	5		3	

Foundation Landscape Requirements:		Proposed Quantities			
Location	Description	Canopy Tree	Ornamental Tree	Evergreen Tree	Shrubs
Building	Min. 4' wide landscape area				Refer to Landscap Plan

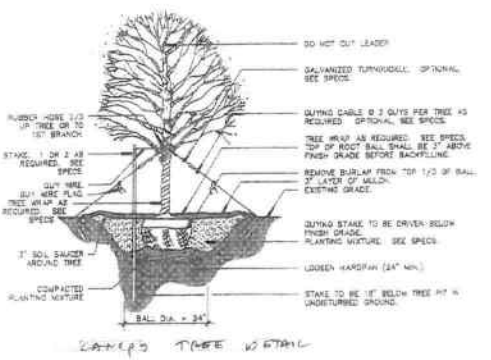
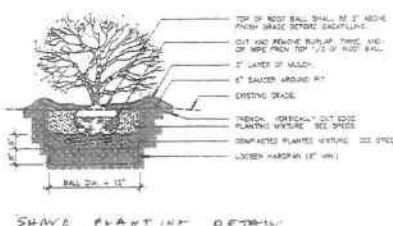
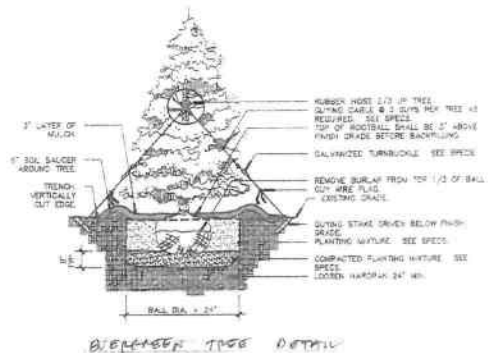
Parking Lot Landscape Requirements:		Proposed Quantities			
Location	Description	Canopy Tree	Ornamental Tree	Evergreen Tree	Shrubs
Parking Lot	Min. 7' wide planting island	13			55

## Plant Material List

Quantity	Key	Botanical Name	Common Name	Size
<b>Canopy Tree</b>				
9	AR	Acer rubrum	Red Maple	2.5" cal/BB
9	AF	Acer x freemanii	Marmo Maple	2.5" cal/BB
4	AS	Acer saccharum	Sugar Maple	2.5" cal/BB
2	FV	Betula nigra 'Fox Valley'	Fox Valley River Birch	8' ht/BB
1	GT	Gleditsia triacanthos 'Inermis'	Skyline Honeylocust	2.5" cal/BB
10	GB	Ginkgo biloba 'Princeton Sentry'	Ginkgo	2.5" cal/BB
4	SA	Salix x alba	Weeping Willow	2.5" cal/BB
8	TC	Tilia cordata	Greenspire Littleleaf Linden	2.5" cal/BB
1	UM	Ulmus 'Morton Glory'	Triumph Elm	2.5" cal/BB
<b>Understory Tree</b>				
3	AC	Amelanchier canadensis 'Prince William'	Prince William Serviceberry	6' ht/BB
4	CC	Cercis canadensis	Redbud	6' ht/BB
4	SR	Syringa reticulata	Japanese Tree Lilac	6' ht/BB
<b>Evergreen Tree</b>				
5	PA	Picea abies	Norway Spruce	8' ht/BB
8	PN	Pinus nigra	Austrian Pine	8' ht/BB
6	PS	Pinus strobus	White Pine	8' ht/BB
6	TO	Thuja occidentalis Nigra	Nigra Arborvitae	8' ht/BB
<b>Deciduous Shrubs</b>				
37	BC	Buxus 'Wintergreen or Green Velvet'	Boswood	18" ht/BB
6	CS	Cornus sericea 'Isanti'	Redtwig Dogwood	24" ht/BB
7	EA	Euonymus alatus 'Compacta'	Dwarf Burningbush	24" ht/BB
16	FI	Forsythia x interm. 'Arnold Dwarf'	A.D. Forsythia	24" ht/BB
32	JCS	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24" ht/BB
4	RR	Rosa x 'Nearly Wild'	Nearly Wild Shrub Rose	2 gal.
12	RA	Ribes alpinum 'Green Mound'	GM Alpine Currant	24" ht/BB
90	RG	Rhus glabra 'Grow-low'	Grow-Low Sumac	5 gal.
36	SP	Syringa patula 'Miss Kim'	Lilac	24" ht/BB
10	VC	Viburnum carlesii 'Compactum'	Compact Koreanspice Vib.	24" ht/BB
21	VB	Viburnum dentatum 'Blue Muffin'	BM Viburnum	24" ht/BB
32	VD	Viburnum dentatum	Arrowwood Viburnum	24" ht/BB
<b>Perennials/Grasses/Groundcover</b>				
150	HSW	Hemerocallis 'Summer Wine'	Daylily	1 gal.
60	SPH	Sporobolus heterolepis	Prairie Dropseed	1 gal.
10	VM	Vinca minor	Periwinkle	Flats
	Grass	Turf	Sod	



430.330.6937



**BANNERMAN'S BAR + GRILL ENLARGEMENT**

## Planting Notes

Bannerman's Sports Barr & Grill - Bartlett, Illinois

- The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the architect/owner
- All planting techniques and methods shall be consistent with the latest edition of "Horticulture Standards of Nurserymen, Inc." and as detailed on this drawing. Discrepancies shall be reported immediately to the Landscape Architect.
- All plant material shall be subject to inspection and approval. The Landscape Architect reserves the right to reject any plants, which fail to meet the inspection. All rejected material shall be removed and replaced by the contractor
- Substitution from the specified list will be accepted only when satisfactory evidence in writing is submitted to the Landscape Architect, showing that the plant specified is not available. Requests for approval of substitute plant material. Only those substitutions of at least equivalent size and having essential characteristics similar to the originally specified material will be approved. Acceptance or rejection of substituted plant materials will be issued in writing by the Landscape Architect.
- Guy and stake deciduous/evergreen trees if conditions warrant, or as requested by the Landscape Architect. (Refer to planting details specifications)
- All shrub, perennial, and groundcover beds shall be mulched with a minimum of 3" of shredded hardwood bark.
- All plant material shall be guaranteed for one year.
- The contractor shall be entirely responsible for all damages to water pipes, drains, sewers, streets, pavements, sidewalks, or other structures of any kind encountered during the progress of work, and shall be liable for damages to public or private property resulting there from.
- The contractor shall be responsible for notifying all public and private utility companies 48 hours prior to any excavation. 1-800-892-1234. Cost of replacement and repair of existing utilities damaged as a result of contractor's operations shall be the contractor's responsibility.
- Install Plastic edging to separate grass areas from shrubs, groundcover and mulch areas.

PREPARED FOR:  
**MAC MAQSOOD**



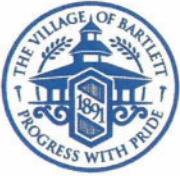
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

## BANNERMAN'S SPORTS BAR AND GRILL Landscape Details

FILE NAME: B&G LND  
DISC NUM: PMW-001  
DCSN: BY: LDC  
DRN: BY: LDC  
JOB NO: PMW-001  
SCALE: 1/32  
P.L.D. BK:  
DATE: 03/28/2022

Revisions:  
06/10/2022

L2



# Agenda Item Executive Summary

Item Name	Bannerman's Brewster Creek Incentive	Committee or Board	Committee
-----------	--------------------------------------	--------------------	-----------

<b>BUDGET IMPACT</b>			
Amount:	\$200,000	Budgeted	Yes
List what fund	Incentives (Brewster Creek Business Park TIF budget)		

**EXECUTIVE SUMMARY**

Over the course of the past fifteen years, Bannerman's Sports Grill has become a Bartlett staple. One of the largest sports bars in the area, it was founded by Murray Friedman and then purchased by its current owner, Mac Maqsood in September 2018.

Prior to the expiration of its current lease, Mr. Maqsood began exploring potential locations to expand his business as a build-to-suit operation, eventually settling on a site on Hardt Circle in Brewster Creek Business Park as suggested by economic development staff.

Mr. Maqsood plans a state-of-the-art 10,000 SF facility with outdoor amenities including a beer garden and stage. This project will be the first restaurant located in Brewster Creek Business Park, providing a nearby location for the 7,000 business park employees as well as vendors and customers. His total investment for this project is approximately \$5 million.

In an effort to retain this business in the village and support its growth, staff proposes a **\$200,000** incentive, to be paid from the Brewster Creek Tax Increment Financing (TIF) fund, to be used for TIF-eligible expenses only. Please note that these funds have been budgeted for and are derived from the TIF fund.

**ATTACHMENTS (PLEASE LIST)**

Staff Memo, copy of the Purchase and Sale Agreement between Jacqueline and Said Maqsood and Triumph Construction Services Corporation

## ACTION REQUESTED

- For Discussion - to consider the \$200,000 TIF incentive for Bannerman's and then forward to the Village Board for a final vote

Staff: Tony Fradin, Economic Development  
Coordinator

Date: June 13, 2022

## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** June 14, 2022  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator *TF*  
**RE:** Bannerman's Brewster Creek Incentive

---

### **BACKGROUND:**

Bannerman's Sports Grill has been located in the Bartlett Commons shopping center since 2007. Originally opened by Murray Friedman, the sports bar gained popularity over the following years, becoming a go-to location for sports enthusiasts and music lovers as the original owner brought bands in to play on a regular basis.

Mac Maqsood purchased the business in September 2018 following the renewal of the original ten-year lease for an additional five years.

Mr. Maqsood has continued and expanded upon the success of the business, eventually leading him to pursue a space to own rather than lease and also with more space to accommodate expanded outdoor activities including concerts and other events. He originally explored multiple locations in Bartlett and was also considering sites in other communities in the area.

Tony and Scott met with Mr. Maqsood on numerous occasions, exploring various sites to expand his business in a build-to-suit scenario, eventually considering one of the few remaining infill sites in Brewster Creek Business Park. Reasons for this include both staff's and the owner's attempt to minimize impact on village residents in terms of traffic impact and sound resulting from live performances.

Following months of diligently searching for potential sites, staff facilitated his negotiation for the 3.73-acre site on Hardt Circle that Mr. Maqsood intends to build his state-of-the art 10,000 SF facility with amenities including an outdoor beer garden and stage.

As currently constituted, the amount that he would invest in this new project is in the \$3.8 million range. That is in addition to the purchase price of the land, bringing the total to a nearly \$5 million project.

### **BREWSTER CREEK BUSINESS PARK:**

The entirety of Brewster Creek Business Park was developed via Tax Increment Financing (TIF), with the Redevelopment Area and Plan adopted in July of 1999.

The TIF District has been a model of success, with over 5.2 million SF of facilities built comprised of 48 buildings and over seventy-five businesses. It has helped enhance the village's reputation in the industrial sector with well-known businesses including Greco & Sons, Rana Meal Solutions, Midwest Molding, ITW Brands, Get Fresh Produce, Wittenstein, McKesson and many others having selected the business park for their location.

Thousands of people are employed by businesses located in Brewster Creek Business Park, with even more people visiting the businesses on a daily basis as vendors and customers.

With the Brewster Creek Business Park TIF now completely mature and nearing its close, the village has budgeted \$250,000 for incentives in this final year of the TIF in anticipation of attracting one or more final large projects.

Any balance remaining in the municipal portion of the TIF fund after the 23-year period would be distributed to the various taxing districts on a pro-rata basis in accordance with the TIF Act.

As staff has continued negotiating with a small number of potential businesses to develop in the business park, we identified Bannerman's as an optimal use to move closer to completion of the business park.

Not only would Bannerman's become the first eating and drinking establishment located within either of the village's two business parks; staff believes that the abundance of both indoor and outdoor space coupled with the owner's vision of a beautifully built facility will make this a wonderful complimentary use for Brewster Creek Business Park in terms of better servicing Bannerman's' existing clientele, while also attracting a large number of the approximately 7,000 business park employees as well as their vendors and customers.

#### **INCENTIVE:**

As Mr. Maqsood investigated potential locations, including in neighboring communities, staff had multiple meetings and discussions with him in an effort to retain the business and explore potential incentives.

While considering incentives, we considered ways to support this venture and ultimately agreed that reducing the developer's upfront costs is the best route considering that the TIF is soon ending. Thus, rather than offering an ongoing sales tax sharing agreement or fee waivers, staff feels that a TIF-based incentive is most appropriate.

After careful consideration, staff recommends an incentive offer of **\$200,000** to Bannerman's for the development of this new Brewster Creek Business Park location, reimbursable for TIF-eligible expenses only per the Illinois TIF statute such as acquisition of land, grading of land, or public improvements.

Based on the anticipated project costs, this would amount to roughly 5% of the developer/business owner's overall investment.

Mr. Maqsood additionally estimates increasing his business's employee count by fifty percent, from twenty to thirty.

This will likely be the final major incentive to be offered to attract a business to Brewster Creek Business Park and we are pleased that it is for such a well-liked unique-to-Bartlett business owned and operated by a village resident.

Staff recommends that the Village Board consider including a "claw back" provision with this incentive on a five-year pro-rated basis should the business fail to remain open for that period of time.

We request the Committee of the Whole to review this incentive for Bannerman's to expand and relocate to Brewster Creek Business Park and to forward to an upcoming Village Board meeting for a final vote.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is entered into on this 15<sup>th</sup> of March, 2022 (the “**Effective Date**”), by and between TRIUMPH CONSTRUCTION SERVICES CORPORATION, an Illinois corporation (“**Seller**”), and JACQUELINE MAQSOOD, or her assignee, (“**Purchaser**”).

### **RECITALS:**

- A. Seller is the owner of the Property (as hereinafter defined).
- B. Purchaser desires to purchase the Property from Seller and Seller desires to sell the Property to Purchaser, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. **DEFINITIONS.** The following terms used herein shall have the following meanings:

1.1 **Business Day:** All days other than Saturday, Sunday, or legal holiday of the United States of America.

1.2 **Closing:** The conveyance, transfer and assignment of the Property by Seller to Purchaser, in accordance with the provisions set forth in this Agreement.

1.3 **Closing Date:** The date shall be August 1<sup>st</sup>, 2022, or such other date as is mutually agreed upon by Purchaser and Seller in writing.

1.4 **Seller’s Deliveries:** The Seller shall deliver to the Purchaser within (7) days from the Effective Date any existing survey, environmental studies, geotechnical studies, two years of real estate tax bills, service contracts, if any (“**Seller’s Deliveries**”).

1.5 **Deed:** A recordable warranty deed conveying to Purchaser, or Purchaser’s Entity, fee simple title to the Land and Appurtenant Rights, subject only to the Permitted Exceptions (as hereinafter defined).

1.6 **Earnest Money:** All sums to be paid by Purchaser as provided in Sections 2.1 herein. The Earnest Money shall be held by the Title Company pursuant to its standard form of strict joint order escrow instructions (“**SJO**”), which shall be executed by Seller and Purchaser on the Effective Date. At Closing, the Earnest Money shall be paid by Title Company to Seller and shall be applied towards the Purchase Price as a credit to Purchaser. If this Agreement is terminated prior to Closing, the Earnest Money shall be disbursed in accordance with the terms and provisions of this Agreement.

1.7 **Environmental Laws:** shall mean: (a) The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 USC §



9601, *et seq.*; (b) the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; (c) the Resource Conservation and Recovery Act (“RCRA”), 42 ILCS §6991, *et seq.*; (d) the Clean Water Act, 33 USC § 1251, *et seq.*; (e) The Clean Air Act, 42 USC Section 7401, *et seq.*, and the state and federal common law interpreting the same, as well as state tort law associated with public and private nuisance, local ordinances and all regulations, codes, ordinances and administrative programs promulgated or provided pursuant thereto; as amended from time to time, and as interpreted by courts of competent jurisdiction.

1.8 **Financing Period:** a period of time expiring forty-five (45) days after the Effective Date.

1.9 **Hazardous Materials:** shall mean: (a) “hazardous substance” as that term is defined in CERCLA, as amended from time to time, and as interpreted by courts of competent jurisdiction, and (b) “pollutants” as that term is defined under the statutes, rules and regulations of the State of Illinois, as interpreted by courts of competent jurisdiction; and (c) petroleum, including fractions thereof; and (d) radioactive nuclear materials.

1.10 **Investigation Period:** A period of time expiring forty-five (45) days after the Effective Date.

1.11 **Property:** Collectively, the Land, Appurtenant Rights and Intangible Property, which terms are individually defined as follows:

(a) **Land:** The real estate consisting of approximately 8.1 acres located in Brewster Creek Business Park, Lot 15S, Bartlett, Illinois, which is legally described in Exhibit A attached hereto;

(b) **Appurtenant Rights:** All right, title and interest of Seller to the use of all easements of record that are appurtenant to the Land and to any street, alley or public way adjacent to the Property, before or after vacation by a private owner or governmental body; and

(c) **Intangible Property.** All intangible property in which Seller has an interest relating to the Land, if any, including, without limitation all architectural, engineering and construction plans, drawings, and specifications; all permits, authorizations, approvals, licenses, entitlements and certificates (including, without limitation, certificates of occupancy) issued by governmental bodies or authorities in connection with or relating to the development, construction, ownership, occupancy or operation of any part of the Land.

1.12 **Purchase Contract:** The contract which Seller has entered into with the current record title holder of the Property to purchase the Property.

1.13 **Purchase Price:** [REDACTED] the amount to be paid by Purchaser to Seller at the Closing, subject to adjustment as set forth herein.

1.14 **Purchaser Entity:** Any partnership, corporation or limited liability company which Purchaser shall establish to acquire the Property, provided Purchaser shall hold a controlling ownership interest in any Purchaser Entity.

1.15 **Title Company:** Chicago Title Insurance Company.

1.16 **Underground Storage Tank:** shall mean, underground storage tank as that term is defined in , plus all farm and residential tanks of any volume used or formerly used for any purpose, heating oil tanks used for any purpose, septic tanks, pipeline facilities, surface water impoundments, pits, ponds, lagoons, storm water and waste water collection systems, flow-through process tanks, liquefied traps and associated gathering lines used for any purpose, storage tanks in an underground area at or above the surface of the ground, and those tanks used to contact listed or characteristics waste or solid waste (as those terms are defined in RCRA).

2. **TERMS OF PURCHASE.** Purchaser shall purchase the Property from Seller and Seller shall sell the Property to Purchaser for the Purchase Price and on the terms and subject to the conditions hereinafter set forth:

2.1 **Earnest Money Deposit.** With three (3) Business Days after the Effective Date and execution of the SJO, Purchaser shall deposit the sum of [REDACTED] with the Title Company.

2.2 **Balance of Purchase Price.** At Closing, upon compliance by Seller with all of its obligations as set forth in this Agreement, Purchaser shall deposit the balance of the Purchase Price with the Title Company, after deduction of the Earnest Money and adjustment for all other all credits to which Seller or Purchaser may be entitled as provided herein, by wire transfer of funds.

3. **INVESTIGATION CONTINGENCY.**

3.1 Seller's Deliveries. Within five (5) Business Days after the Effective Date, Seller shall deliver to Purchaser copies of the following documents, to the extent that such are in existence and are in Seller's possession or control on the Effective Date ("Seller's Deliveries"):

(a) Existing title insurance policies, title commitments, subdivision plats, documents constituting covenants, conditions and restrictions, easement, license and/or parking agreements;

(b) Existing surveys and topographical maps and drawings of the Property;

(c) All site plans, engineering plans and drawings, landscape plans, architectural and civil plans and specifications with respect to the Property;

(d) All environmental assessments, reports or studies and any correspondence or other documents relating to the environmental condition of the property, geotechnical reports, soils or boring reports, or hydrological studies of the

(e) Property, closure letters, engineering, wetlands and flood zone reports, studies, tests or related correspondence for the Property, including Phase I environmental audits and any required additional EPA tests;

(f) Any Licenses, permits, service, maintenance, equipment, warranty and management contracts and agreements in the Seller's possession;

(g) Documentation related to any tax protests;

(h) Building Permits, Zoning Documents, Zoning Reports, Licenses and Permits, and all notices, correspondence or other documents received by Seller from any federal, state, county or local governmental body, department or authority relating to the Property; and

(i) All documents relating to any pending or threatened legal actions and/or notices of violations of laws regarding the Property.

3.2 **Due Diligence.** Purchaser shall have the right, at its sole cost, within the Investigation Period, and thereafter as long as this Agreement remains in effect, to review the Seller's Deliveries and to have the Property inspected and to have such tests and feasibility studies performed, including but not limited to Phase I and Phase II assessments of the environmental condition of the Property, by representatives of the Purchaser, including but not limited to engineers, architects, and other construction professionals, as Purchaser shall deem necessary or appropriate (the "**Due Diligence**"). All Due Diligence shall be performed at Purchaser's expense. Purchaser, at its sole expense, shall restore the Property to the same condition it was in prior to any such Due Diligence. Seller shall make itself, its property management company (if any) and site supervisor (if any) reasonably available during the Investigation Period in order to answer Purchaser's or its consultant's questions concerning the Property, and Seller shall otherwise cooperate in good faith in any other manner reasonably requested by Purchaser or its consultants during the Investigation Period to facilitate Purchaser's review of and due diligence concerning the Property, including the delivery of documents and information in addition to that which is listed in Section 3.1 above.

3.3 **Indemnification.** Purchaser agrees to protect, indemnify, defend and hold Seller, and its officers, directors, shareholders, employees, tenants, invitees, agents, successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries suffered or incurred by any of the Indemnified Parties arising out of, resulting from, relating to or connected with: (i) any Due Diligence performed at the Property by Purchaser or its agents, employees, consultants, representatives or contractors, but specifically excluding however, any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries suffered or incurred by any of the Indemnified Parties (including a reduction in the value of the Property) arising from information obtained by Purchaser or its agents, employees, consultants, representatives or contractors in connection with any Due Diligence; and/or (ii) the negligence or willful misconduct of, or other acts or omissions of, Purchaser or its agents, employees, consultants, representatives or contractors at the Property, provided however that the

foregoing shall not include any claims, demands, causes of action, losses, damages liabilities, costs and expenses of any kind or nature whatsoever caused by the mere discovery of preexisting conditions. The foregoing indemnity shall survive the Closing or earlier termination of this Agreement.

3.4 **Investigation Contingency.** If Purchaser shall not approve the Seller's Deliveries or the results of any Due Diligence, or if Purchaser determines that the Property is not suitable for Purchaser's intended use of the Property or is not satisfactory, for any reason, all as determined by Purchaser in Purchaser's sole and absolute discretion, Purchaser shall have the option to terminate this Agreement by written notice to Seller on or before the end of the Investigation Period and neither party shall have any further liability hereunder, other than pursuant to the indemnity obligation provided in Section 3.2 above (the "**Investigation Contingency**"). If Purchaser timely delivers to Seller the termination notice, the Escrow Agent shall return the Earnest Money to Purchaser. If Purchaser does not advise Seller in writing of its election to terminate this Agreement on or before the end of the Investigation Period, the Investigation Contingency shall be deemed waived and this Agreement shall remain in full force and effect.

3.5 **Financing Contingency.** Purchaser's obligations to Close the transaction contemplated under this Agreement shall be contingent on Purchaser having received a written commitment for a Small Business Administration 7a Loan approval on or before the end of the Financing Period. Should Purchaser not receive such approvals, Purchaser shall be entitled to terminate this Agreement and neither party shall have any further liability hereunder (the "**Financing Contingency**"). If Purchaser timely delivers to Seller the termination notice, the Escrow Agent shall return the Earnest Money to Purchaser. If Purchaser does not advise Seller in writing of its election to terminate this Agreement on or before the end of the Financing Period, the Financing Contingency shall be deemed waived and this Agreement shall remain in full force and effect.

#### 4. **TITLE COMMITMENT AND SURVEY.**

4.1 **Title Commitment.** Within ten (10) Business Days after the Effective Date, Seller shall deliver to Purchaser a commitment (the "**Title Commitment**") for an ALTA form owner's title insurance policy (the "**Owner's Policy**") issued by the Title Company in the amount of the Purchase Price, covering title to the Land and Appurtenant Rights, including any easement parcels which benefit the Property, on or after the Effective Date, showing title in Seller, together with copies of all recorded documents listed as exceptions to the Title Commitment. At Closing, the Owner's Policy shall provide for full extended coverage over all general title exceptions contained in such policies and shall be subject only to the Permitted Exceptions (as hereafter defined) and such other endorsements as Purchaser may request.

4.2 **Survey.** Within ten (10) Business Days after the Effective Date, Seller shall deliver to Purchaser the existing survey of the Land meeting the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, including Table A items 1, 2, 3, 4, 7a, 8, 9, and 20, prepared by a land surveyor duly licensed in the State of Illinois (the "**Survey**").

4.3 **Title Defects.** If the Title Commitment and/or Survey discloses liens, encumbrances or other matters that are unacceptable to Purchaser (each a “**Title Defect**” and collectively “**Title Defects**”), then Purchaser shall notify Seller (the “**Objection Notice**”) of such Defects within the later of (i) seven (7) days after Purchaser’s receipt of the last of the Title Commitment and Survey, or (ii) the expiration of the Investigation Period. If Purchaser fails to provide an Objection Notice within such time, then Purchaser shall be deemed to have elected to take title subject to all matters reflected in the Title Commitment and on the Survey. If Purchaser timely provides an Objection Notice, Seller shall then have until the date that is five (5) days after Seller’s receipt of the Objection Notice to notify Purchaser (“**Seller’s Notice**”) as to what Title Defects Seller will cause to be removed from the Title Commitment on or before Closing. If Seller fails to provide a Seller’s Notice within such time, then Seller shall be deemed to have elected to cause all Title Defects noted in the Objection Notice to be removed from the Title Commitment and Survey on or before Closing. If Seller so notifies Purchaser that Seller is unable or unwilling to cause any Title Defect to be removed from the Title Commitment or Survey on or before Closing, then Purchaser, in Purchaser’s sole and absolute discretion, shall have the option of (i) proceeding with this Agreement and taking title to the Property as it then is, subject to such Title Defects, without offset or deduction from the Purchase Price, (ii) extend the Closing Date to attempt to cure any of Purchaser’s Title Objections (up to ten (10) days in the aggregate thereafter), or (iii) terminating this Agreement, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further obligations or liabilities hereunder, except as otherwise provided herein. Purchaser shall exercise one of its options set forth in clause (i), (ii), or (iii) above by providing written notice thereof to Seller on or before the date that is five (5) days after Purchaser’s receipt of the Seller’s Notice. If Purchaser fails to provide such notice within such time, Purchaser shall be deemed to have elected to proceed to Closing in accordance with clause (i) above. For purposes of this Agreement, the term “**Permitted Exceptions**” shall mean all title exceptions described in the Title Commitment or matters reflected on the Survey which are not the subject of an Objection Notice by Purchaser within the time period provided above, together with any Title Defects that Seller does not commit to cure and Purchaser elects, under (i) above, to close and take subject to. Notwithstanding the foregoing, Seller shall be obligated to eliminate at or prior to Closing all exceptions on the Title Commitment relating to monetary obligations of a liquidated amount which are due from Seller, including, without limitation, all financing liens.

5. **CONDEMNATION.** If, prior to the Closing Date, any judicial, administrative or other proceeding relating to the proposed taking of all or any part of the Land or Improvements by condemnation or eminent domain or any act in the nature of eminent domain is instituted or threatened, Seller hereby agrees to furnish Purchaser written notification with respect to any such proceeding or threatened proceeding within three (3) Business Days of Seller’s learning of same, and Purchaser shall have the option to terminate this Agreement by giving Seller written notice of such termination within fifteen (15) days after receipt of written notification of any such proceeding or threatened proceeding (except that if the Closing Date is less than fifteen (15) days following such notice, Closing shall be delayed until said fifteen (15) day period expires). Purchaser’s failure to give such notice in such time shall be conclusive evidence that Purchaser has waived such option to terminate. If such option to terminate is waived, Purchaser shall be credited (against the Purchase Price) or assigned, at Closing, all Seller’s rights to any proceeds or award for such taking. If Purchaser elects to terminate this Agreement due to the institution of such proceeding, the Earnest Money shall be promptly returned to Purchaser.

6. **CLOSING.** The Closing shall occur at the offices of the Title Company on the Closing Date. On that date:

6.1 **Possession.** Seller shall deliver sole and exclusive possession of the Property to the Purchaser.

6.2 **Seller's Closing Documents.** Seller shall execute and deliver the following documents to Purchaser:

- (a) the Deed;
- (b) an assignment of the Intangible Property, together with the originals of all Warranties and other documents constituting or evidencing the Intangible Property;
- (c) an ALTA Statement, owner's affidavit or similar document as may be required by the Title Company;
- (d) an affidavit of title, in customary form;
- (e) a certification that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code and the Treasury Regulations promulgated thereunder;
- (f) a closing statement;
- (g) applicable transfer tax declarations;
- (h) A certificate from Seller stating that the representations and warranties made by Seller in this Agreement are true and correct as of the Closing Date; and
- (i) such other documents, instruments, certifications and confirmations which Seller is specifically required to deliver to Purchaser pursuant to this Agreement or as may be otherwise reasonably required in order to consummate this transaction.

6.3 **Purchaser's Closing Documents.** Purchaser shall execute and deliver the following documents to Seller:

- (a) a closing statement;
- (b) applicable transfer tax declarations;
- (c) such other documents, instruments, certifications and confirmations which Purchaser is specifically required to deliver to Seller pursuant to this

Agreement or as may be otherwise reasonably required in order to consummate this transaction or as otherwise may be required by Title Company.

6.4 **New York Style Closing.** The transaction shall be closed by means of a "New York Style" closing and Seller and Purchaser shall each provide any Gap personal undertaking to the Title Company necessary to effect the "New York Style" closing. Seller and Purchaser shall each pay one half of the charges of the Title Company for such New York Style Closing.

6.5 **Seller's Closing Costs.** Seller shall pay (i) all real estate transfer taxes which are imposed by the State of Illinois, County of DuPage and Village of Bartlett on the recording of the Deed, (ii) the cost of the Title Commitment or any other title search charges, (iii) the premium for the Owner's Policy, including the cost of extended coverage, (iv) the charges for the Survey, (v) one-half (1/2) of the escrow fees charged by the Title Company, (vi) cost of removing any mortgages or financing filings of Seller, and (vii) Seller's legal fees and expenses.

6.6 **Purchaser's Closing Costs.** Purchaser shall pay (i) the balance of the Purchase Price, less the Earnest Money, plus or minus proration or other credits to which Purchaser is entitled hereunder, (ii) the cost to record the Deed, (iii) any title or escrow charges incurred by reason of Purchaser's lender, if any, including, without limitation, any money lender's escrow fees, and the cost of all endorsements to the Title Policy that may be requested by Purchaser, other than extended coverage, (iv) one-half (1/2) of the escrow fees charged by the Title Company, and (v) Purchaser's legal fees and expenses.

## 7. **PRORATIONS AND ADJUSTMENTS.**

7.1 **Real Estate Taxes.** At or prior to Closing, Seller shall cause to be paid in full all unpaid special assessments, if any, and all general real estate taxes for the Property which are due and payable as of the Closing Date. At Closing, Seller shall provide a prorata credit to Purchaser for all real estate taxes for the Property which are due but not yet payable based on 110% of the most recent ascertainable taxes.

7.2 **Non-prorated Items.** Seller shall terminate as of the Closing all insurance policies, property management agreements and any service or maintenance contracts relating to the Property, and there shall be no proration with respect to said items.

7.3 **Proration of Carry Costs.** Purchaser agrees to cover the carry costs associated with the property due to the nature of the requested delayed closing date. Carry costs are defined as interest of the Seller's loan and real estate taxes, and shall be prorated from the waiver of due diligence to the Closing Date, not to exceed \$20,000 unless a mutual extension is agreed to. Seller shall furnish all property tax bills to Purchaser before the close of the due diligence period.

7.4 **Other Items.** All proration or computations made under this Section 7 and all other items that are customarily prorated in transactions similar to the transaction contemplated by this Agreement and that were not covered above shall be prorated as of 12:00

a.m. on the Closing Date, with Purchaser being deemed to own the Property on the Closing Date, so that the Closing Date is a day of income and expense for Purchaser. All prorations or computations made under this Section 7 at Closing shall be final.

**8. SELLER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS.**

**8.1 Seller's Representations and Warranties.** Seller represents, warrants and covenants, as of the Effective Date, and which shall be deemed remade on the Closing Date, that:

(a) Seller has entered into a valid and binding contract with the current record title holder of the Property to purchase the Property, being the Purchase Contract, and the Purchase Contract is in full force and effect.

(b) Seller is duly organized and in good standing under the laws of the State of Illinois and is authorized to execute this Agreement and has full power and authority to perform all of its obligations under this Agreement, including to execute and deliver all required closing documents.

(c) This Agreement and all other documents delivered prior to or at the Closing have been duly authorized, executed, and delivered by Seller, are binding obligations of Seller and do not violate the provisions of any agreement to which Seller is a party or which affects the Property.

(d) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Seller, and no such actions have been threatened against it.

(e) All of the Seller Deliveries are complete copies of those same documents that are in Seller's possession or control as of the Effective Date and Seller has delivered all of the Seller's Deliveries to Purchaser that are in Seller's possession or control.

(f) There are no pending or threatened litigation, actions, judicial or administrative proceedings involving any aspect of the Property, including without limitation building or zoning code violation actions or administrative proceedings, condemnation or eminent domain proceedings or sales in lieu thereof.

(g) There are no special assessments, special tax districts, special service areas, or outstanding obligations (contingent or otherwise) to governmental entities (including, without limitation, any portion payable with the current tax bill), being levied or assessed against or otherwise affecting the Property or any part thereof, and, to the best of Seller's knowledge, none of the foregoing are being contemplated.



(h) Seller is not in default in respect of any of its obligations or liabilities pertaining to the Property nor is there any state of facts or circumstances which, after notice or lapse of time, or both, would constitute such a default.

(i) There are no leases, licenses or occupancy agreements in effect for the Property.

(j) There are no service or maintenance contracts, management agreements or other contracts or agreements of any kind relating to the Property that will be binding on Purchaser after the Closing and all service or maintenance contracts, management agreements or other contracts or agreements of any kind relating to the Property, if any, shall be canceled or otherwise terminated by Seller at or before Closing, so that Purchaser shall have no liability for any amounts due thereunder after the Closing Date.

(k) Seller has no knowledge of and has received no notice that the Property or the use thereof is in any violation of any applicable laws, codes, ordinances or government rules or regulations.

(l) There is no recapture or other payment requirement affecting the Property, including, without limitation, payments or obligations involving refunds for sewer extensions, over-sizing utility lines, lighting or like expenses or charges for work or services affecting the Property, which will bind Purchaser or the Property from and after the Closing and any such payments or obligations shall be paid in full by Seller prior to Closing.

(m) No commitments or agreements have been made with any governmental authority, utility company, school board, property owners' association or any other organization, group or individual, relating to the Property, which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedication of money or land, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(n) No work has been performed or is in progress at the Property, and no materials will have been delivered to the Property, that might provide the basis for a mechanic's, materialmen's or other lien against the Property or any portion thereof, for which effective title insurance will not at Closing be issued to Purchaser, and all amounts due for such work and material shall have been paid and all discharged to Purchaser's satisfaction as of the Closing. Any mechanics liens reflected in the Title Commitment will be resolved, at Seller's expense, prior to Closing.

(o) There are no known violations of any Environmental Laws relating to the Property, including, but not limited to, failure to possess necessary and required permits, approvals and governmental authorizations.

(p) No notices relating to the Property have been received from any governmental agency relating in any way to the Environmental Laws.

(q) There have been no complaints or threatened enforcement actions seeking reimbursement or damages involving claims of personal injury, property damage and/or environmental clean-up liability under the Environmental Laws, or similar notices under any health and safety statute code or ordinance associated with lead paint, mold, asbestos or sick building syndrome relating to the Property.

(r) As part of the Seller Deliveries, Seller has produced to Purchaser all documents within Seller's possession and control involving the environmental condition of the Property and its compliance with the Environmental Laws.

(s) Seller has not generated, stored, treated, handled, processed or disposed of Hazardous Materials on the Property and there has been no known disposal of Hazardous Materials from the Property to an offsite location.

(t) There has been no known release of Hazardous Materials on the Property and the Property is free of any Hazardous Materials that would require a response or remedial action under any Environmental Laws.

(u) There are no Underground Storage Tanks on the Property.

Prior to the Closing Date, Seller shall promptly notify Purchaser in writing of any facts, conditions or circumstances which render any of the representations and warranties set forth herein are in any way inaccurate, incomplete, incorrect or misleading.

8.2 **Seller's Covenants**. From the Effective Date until the earlier to occur of the Closing or a termination of this Agreement:

(a) Seller shall fully perform all of its obligations under the Purchase Contract and shall complete the closing of Seller's acquisition of the Property prior to or simultaneously with the Closing.

(b) Seller shall not enter into any leases affecting the Property.

(c) Seller shall maintain or cause to be maintained the Property in substantially the same condition as of the Effective Date and in compliance with all applicable laws, codes, statutes and governmental rules, regulations and requirements. Except as necessary to comply with the preceding sentence, to effect restoration in cases of emergency, to protect against personal injury or property damage, or to restore or repair any casualty as provided in this Agreement, Seller shall not make or permit any material alterations to the Property without Purchaser's prior written consent, such consent not to be unreasonably withheld. Any restoration or repairs to the Property made by Seller or any material alterations consented to by Purchaser shall be made in compliance with all applicable laws, codes, statutes and governmental rules, regulations and requirements.

(d) Seller shall not cause any new exceptions or restrictions to title for the Property from and after the Effective Date.

(e) Seller shall not solicit offers, list for sale, or negotiate the sale or refinancing of the Property, or any part thereof, with any other party.

(f) Seller shall not enter into any contracts affecting the Property, unless the contract can be terminated by Purchaser at Closing without penalty.

(g) After the Effective Date, Seller shall promptly advise Purchaser in writing of any facts known to Seller indicating any material inaccuracy of any of the representations and warranties contained in Section 8.1 of this Agreement and shall promptly give to Purchaser copies of any written notices which Seller receives concerning the Property.

8.3 **Purchaser's Conditions Precedent.** Purchaser's obligation to close on the purchase of the Property is conditioned on the following:

(a) Seller shall have performed all of the covenants and obligations to be performed by Seller under this Agreement at or before the Closing.

(b) The representations and warranties of Seller set forth in this Agreement shall be true as of the Closing Date.

(c) Title Company being prepared to issue the Title Policy on the Closing Date, subject only to the Permitted Exceptions.

(d) There having been no material adverse change to the condition of the Property since the Effective Date.

If one or more of the conditions set forth above in this Section 8.3 has not been satisfied as of the Closing Date, then Purchaser may, in its sole discretion, (i) either terminate this Agreement by delivering written notice of such termination to Seller at any time on or before the Closing Date, in which case, the Earnest Money shall be promptly returned to Purchaser and neither party shall have any further rights or obligations hereunder or (ii) Purchaser may elect to waive in writing the benefit of any of the conditions set forth in this Section 8.3 and proceed to closing.

8.4 **Knowledge; Survival.** The representations, warranties and covenants set forth in Section 8.1 above shall survive the Closing and delivery and recording of the Deed for a period of twelve (12) months after the Closing Date.

## 9. **DEFAULT AND REMEDIES.**

9.1 **Seller Default.** If Seller defaults in the performance of any of its obligations under this Agreement, Purchaser may elect to: (a) terminate this Agreement by giving written notice of same to Seller, in which case the Earnest Money shall be returned to Purchaser, this Agreement shall become null and void and neither party shall have any further

liability to the other; (b) proceed to close this transaction notwithstanding such default or nonperformance, thereby waiving any and all claims arising as a result of such default or nonperformance; or (c) elect to enforce the terms of this Agreement by an action for specific performance. The foregoing shall be Purchaser's sole and exclusive remedies at law and in equity and Purchaser expressly waives any right or claim to damages, whether direct or consequential. If Purchaser is entitled to a return of the Earnest Money pursuant to any provision of this Agreement, then Seller shall promptly execute and deliver to the Title Company a written notice authorizing and directing the Title Company to immediately disburse the Earnest Money to or as directed by Purchaser or its representative. Seller's obligations under the immediately preceding sentence shall survive any termination of this Agreement.

9.2 **Purchaser Default.** If Purchaser defaults in the performance of any of its obligations under this Agreement, Seller, as its sole and exclusive remedy at law and in equity, shall be entitled to terminate this Agreement and retain the Earnest Money as liquidated damages as Seller's sole remedy and relief hereunder, the parties being in agreement that Seller's actual damages will be difficult to ascertain.

9.3 **Breach of Obligations, Warranties or Representations.** Notwithstanding anything contained herein to the contrary: (a) in the event of any breach by Seller of a covenant or obligation to be performed or observed after the Closing, or a breach or default by Seller of a representation, warranty, covenant or obligation that survives the Closing, Purchaser shall be entitled to any and all rights and remedies available at law or in equity; and (b) in the event of any default by Purchaser of a covenant or obligation to be performed or observed after the Closing, or a breach or default by Purchaser of a representation, warranty, covenant or obligation that survives the Closing, Seller shall be entitled to any and all rights and remedies available at law or in equity. Notwithstanding the foregoing, in no instance shall either party be entitled to special or consequential damages.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold Purchaser and its nominees, successors, assigns, officers, directors, partners, agents and employees, harmless of and from any and all liabilities, claims, causes of action, penalties, demands and expenses, of any kind or nature whatsoever (except those items which by this Agreement specifically become the obligation of Purchaser) arising out of, resulting from, relating to, or incident to the Property up to and including the Closing Date or which are in any way related to the ownership, maintenance or operation of the Property, including without limitation the operation of a business thereon, and all expenses related thereto, including, without limitation, court costs and attorneys' fees. Purchaser agrees to indemnify and hold Seller and its nominees, successors, assigns, officers, directors, partners, agents and employees, harmless of and from any and all liabilities, claims, causes of action, penalties, demands and expenses, of any kind or nature whatsoever (except those items which by this Agreement specifically become the obligation of Seller) arising out of, resulting from, relating to, or incident to the Property arising or occurring after the Closing Date or which are in any way related to the ownership, maintenance or operation of the Property, including without limitation the operation of a business thereon after the Closing Date, and all expenses related thereto, including, without limitation, court costs and attorneys' fees.

11. **ASSIGNMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

Purchaser may not transfer or assign its rights and obligations under this Agreement without the prior written consent of the Seller, which may be withheld in its sole discretion; provided, however, that Purchaser may transfer and assign at any time and from time to time, in whole or in part, the rights and obligations of Purchaser under this Agreement to a Purchaser's Entity and upon any such assignment, the original Purchaser shall be released from all liabilities and obligations under this Agreement. Seller may not transfer or assign its rights and obligations under this Agreement without the prior written consent of the Purchaser, which may be withheld in its sole discretion.

12. **BROKERAGE.** Seller hereby represents and warrants to Purchaser that Seller has not dealt with any broker or finder in respect to the transaction contemplated hereby other than Entre Commercial Realty ("**Seller's Broker**"), whose commission shall be paid by Seller pursuant to separate agreement. Seller hereby agrees to indemnify Purchaser for any claim for brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged by Seller. Purchaser hereby represents and warrants to Seller that Purchaser has not dealt with any broker or finder in respect to the transaction contemplated hereby other than Entre Commercial Realty. Purchaser hereby agrees to indemnify Seller and Broker for any claim for brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged by Purchaser.

13. **MISCELLANEOUS.**

13.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, oral or written, between the parties hereto respecting such matters. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

13.2 **Headings.** The headings in this Agreement are for convenience only and shall not be used in interpreting any of the provisions of this Agreement.

13.3 **Construction.** This Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

13.4 **Attorney's Fees.** If either party obtains a judgment against the other party by reason of a breach of this Agreement, a reasonable attorney's fee as fixed by the court shall be included in such judgment.

13.5 **Time of the Essence.** The parties hereto agree that time is of the essence of this Agreement.

13.6 **Severability.** This Agreement shall be governed by the laws of the State of Illinois, and any provision of this Agreement which is unenforceable or is invalid or contrary to the law of the state of Illinois shall be of no effect and in such case, all the remaining terms

and provisions of this Agreement shall be fully effective according to the tenor of this Agreement, the same as though no such invalid portion had ever been included.

13.7 **Section 1031 Exchange.** Seller, at any time prior to the Closing Date, may elect to effect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Purchaser expressly agrees to cooperate with Seller in connection with any such exchange in any manner which shall not impose any additional cost or liability upon Purchaser, including without limitation by executing any and all documents, including escrow instructions or agreements consenting to Seller's assignment of its rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, that Purchaser shall not be required to take title to any property in order to accommodate Seller in effecting the exchange; and provided further, however, that Seller's election to effect such an exchange shall not delay the Closing Date.

13.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument, and may be executed by facsimile or email transmission and any such electronic signatures shall have the same force and effect as original signatures.

13.9 **Time for Performance.** Whenever under the terms of this Agreement the time for performance falls on a Saturday, Sunday, or legal holiday of the United States of America, such time for performance will be on the next day that is not a Saturday, Sunday or legal holiday. In counting any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included.

13.10 **No Waivers.** The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either party, in its sole discretion may waive any right conferred upon such party by this Agreement, provided that such waiver shall only be made by giving the other party written notice specifically describing the right waived.

13.11 **OFAC.** Each of Seller and Purchaser represents to the other that, to the best of their knowledge, it is not named on any list of persons, entities and governments issued by the Office of Foreign Assets Control of the United States Department of Treasury ("**OFAC**") pursuant to Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten To Commit or Support Terrorism, as in effect on the date hereof, or any similar list issued by OFAC or any other department or agency of the United States (collectively, "**OFAC Lists**"), or included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to; or otherwise associated with any persons or entities referred to or described in any OFAC Lists.

13.12 **Notices.** Any notice or demand which either party hereto is required or may desire to give or deliver to or make upon the other party shall be in writing and may be given by (i) personal delivery, (ii) overnight courier such as Federal Express, (iii) United States registered or certified mail, return receipt requested, (iv) facsimile transmission, or (v) email

transmission, addressed as follows (subject to the right of either party to designate a different address for itself by notice similarly given):

To Purchaser: Jacqueline Maqsood  
Said Maqsood  
858 S. Route 59  
Bartlett, Illinois 60103  
Email: [MACSM1@outlook.com](mailto:MACSM1@outlook.com)

with a copy to: Rock Fusco & Connelly, LLC  
321 N. Clark St., Suite 2200  
Chicago, Illinois 60654  
Attention: Pat Clancy; Jake Rheaume  
Email: [pclancy@rfclaw.com](mailto:pclancy@rfclaw.com); [jrheaume@rfclaw.com](mailto:jrheaume@rfclaw.com)

To Seller: Triumph Construction Services Corporation  
c/o Joseph D. Palmisano  
19 S. LaSalle Street, Suite 900  
Chicago, Illinois 60603  
Fax: (312) 782-1046  
Email: [josephpalm@aol.com](mailto:josephpalm@aol.com)


Any notice or demand so given shall be deemed to be delivered or made on the next Business Day if sent by overnight courier, on the third Business Day after the same is deposited in the United States Mail as registered or certified matter, with postage thereon fully prepaid, or on the date of transmission if sent by fax or email.

13.13 **BTS Bid Process.** Purchaser shall have right to bid the project with 3 General Contractors, one of which shall be Triumph Construction Services. Purchaser warrants Triumph a last look on the project. In no event shall Meridian Design Build be one of the bidders to the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

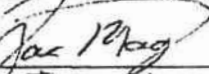
**SELLER:**

**TRIUMPH CONSTRUCTION SERVICES CORPORATION**, an Illinois corporation

By:   
Name: Russell Scurto III  
Title: Vice President

**PURCHASER:**

**JACQUELINE MAQSOOD**, or her assignee

By:   
Name: Jacqueline Maqsood  
Title: owner



**EXHIBIT A**

**LEGAL DESCRIPTION**

See attached Legal Description

**SCHEDULE A**  
(continued)

## 5. The Land is described as follows:

THAT PART OF LOT 15 IN BREWSTER CREEK BUSINESS PARK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2000 AS DOCUMENT R2000-181911, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 15, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF HARDT CIRCLE WITH THE WEST LINE OF HUMBRACHT CIRCLE: THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 15, BEING ALSO THE WEST LINE OF SAID HUMBRACHT CIRCLE, A DISTANCE OF 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15: THENCE SOUTH 87 DEGREES 31 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 360.79 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 1,036.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15, BEING ALSO A POINT ON THE EAST LINE OF MUNGER ROAD; THENCE NORTH 00 DEGREES 27 MINUTES 11 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 73.04 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,440.00 FEET AND A CHORD BEARING NORTH 03 DEGREES 12 MINUTES 18 SECONDS EAST, AN ARC DISTANCE OF 183.87 FEET TO A POINT ON SAID CURVE SAID POINT ON CURVE BEING SOUTHERLY 370.25 FEET, AS MEASURED ALONG THE ARC, FROM THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 481.64 FEET TO A POINT ON THE EAST LINE OF SAID LOT 15, SAID POINT BEING ALSO A POINT ON THE WESTERLY LINE OF AFORESAID HARDT CIRCLE; THENCE SOUTHERLY AND EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, BEING ALSO THE SOUTHERLY LINE OF SAID HARDT CIRCLE, SAID NORTHERLY LINE BEING THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 70.00 FEET AND A CHORD BEARING SOUTH 77 DEGREES 44 MINUTES 01 SECONDS EAST, AN ARC DISTANCE OF 135.24 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 233.00 FEET AND A CHORD BEARING SOUTH 71 DEGREES 06 MINUTES 12 SECONDS EAST, AN ARC DISTANCE OF 157.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 30 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 321.71 FEET TO A POINT 357.85 FEET WEST OF THE AFORESAID POINT OF COMMENCEMENT AS MEASURED ALONG THE SAID NORTH LINE LOT 15; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 322.56 FEET TO THE POINT OF BEGINNING.

**END OF SCHEDULE A**

PIN: 01-04-308-019

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)

