



CITY OF WASHINGTON, ILLINOIS

Committee of the Whole Agenda Communication

Meeting Date: February 10, 2020

Prepared By: Jon Oliphant, AICP, Planning & Development Director
Ray Forsythe, City Administrator

Agenda Item: Heider Properties TIF Agreement Amendment Consideration

Explanation: The City of Washington entered into a TIF redevelopment agreement with Heider Properties, LLC, in April 2017. The agreement allowed for the eventual interior and exterior renovations to the Blacksmith and Cornerstone Inn spaces.

The agreement paid Heider Properties \$350,000 in three installments. It includes a deescalating financial penalty that started at \$40,000 in 2017 and is reduced by \$8,000 each year thereafter if a restaurant on the lower floor, a restaurant or a mutually-agreed upon sales tax producing business on the first floor, or inn on the second floor were to be closed for a period of 20 consecutive days through 2021. A restaurant would need to serve at least two meals per day for at least six days a week through 2021. Of those meals, at least one must be offered in a restaurant on the lower level. Each of these provisions were violated in late 2019. Violation of these provisions in 2019 carries a repayment by the developer of \$24,000.

Additionally, the agreement contains a clause that requires repayment to the TIF Fund an amount equal to 10% of any profits accrued through 2021 or \$35,000, whichever is less. This is determined by the developer's adjusted EBITDA. It uses the developer and any entity under common control under Section 414 of the Internal Revenue Code of 1986. As a result, the City Attorney feels that it should also include Heider & Son Properties and Kep's Sports Bar. It was originally determined that \$6,177.10 was due for 2017 (payable 2018). However, this was only calculated based on only the financials for Heider Properties. Including both Heider & Son Properties and Kep's Sports Bar increases the 2017 total to \$8,907.15, of which \$2,000 was previously paid. Heider Properties still owes \$13,675.58 for 2018 (payable in 2019). The agreement would allow for up to an additional \$12,417.27 to be owed through 2021 depending on the EBITDA calculations for the remaining three years. The current total due based on the existing agreement is \$44,582.73. Attached is a **spreadsheet showing the required payback per the agreement, the executed agreement, and the structure of the three entities.**

Staff understands the impact of the Denhart's building to the Square. The developer has indicated the difficulty in operating a restaurant on both levels due to a shared kitchen and the struggle in retaining adequate staff. This played a role in the closure of the middle floor and with only serving lunch and dinner from Tuesday-Saturday. With that noted, a significant public investment through the TIF Fund was used for the building's renovation. Staff would suggest the following if an amendment to the TIF agreement were to be considered to help ensure that the remaining businesses continue to operate:

- Require payment of the \$20,582.73 for the remaining 2017 and 2018 EBITDA calculations. A payment installation plan is worth considering. Additionally, maintain the requirement for payment of up to \$12,417.27 through 2021 for the remaining three years of the agreement.
- Prorate the violation of the two meals per day/six days per week and closure of the middle floor clauses to take into consideration that the developer was in compliance with the agreement for about 49 weeks in 2019. Such a proration would reduce that particular payment from \$24,000 to \$16,462.

- Consider further reduction of the \$16,462 payment if the middle floor vacancy did not linger through the entire year. Staff would recommend that the developer pay \$16,462 but allow for it to be reduced to \$8,000 if there is a mutually-agreed upon sales tax producer that opens in the middle floor space by a particular date, such as July 31. Hosting a sufficient number of group events could also be sufficient if agreeable to the Council, though details of sales tax revenue as part of those would need to be submitted for consideration. If the Council agrees to such a business that is established by July 31 or hosting group events, the City would reimburse \$8,462 of the \$16,462 owed under the consideration of a prorated penalty payment. It would likely be best to have new language drafted that addresses a new penalty should there be a new violation within the timeframe of the agreement.
- Under the following scenarios for an agreement amendment, the developer would owe anywhere from \$28,582.73-\$37,044.73 depending on the operation in the middle floor. Again, the existing agreement would require payment of \$44,582.73.

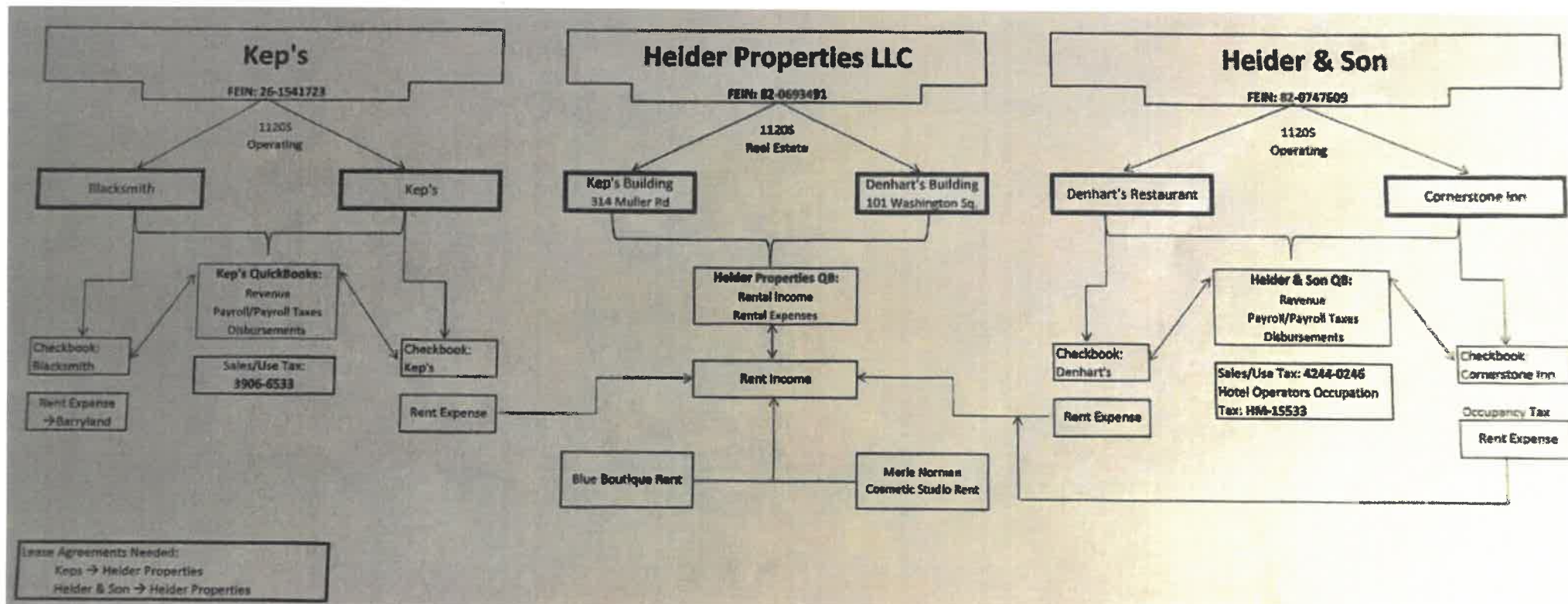
Fiscal Impact: To be determined depending on if the City Council would like to amend the TIF agreement.

Action Requested: Staff requests feedback on the consideration of any TIF agreement amendment. The Finance & Personnel Committee discussed this at its meeting on January 21 and recommended that it be brought to the Committee of the Whole for further discussion. If there was interest in an amendment, it would need to be approved at an upcoming City Council meeting.

Current Heider Properties TIF Repayment Schedule								
	Total	Paid to date	Remaining to be paid	Potential EBITDA payment remaining				
2017 (Pay 2018)	\$8,907.15	\$2,000	\$6,907.15	\$26,092.85				
2018 (Pay 2019)	\$13,675.58	N/A	\$13,675.58	\$12,417.27				
2019 (Pay 2020)								
2020 (Pay 2021)								
2021 (Pay 2022)								
2019 Closure/Meal Reduction Penalty	\$24,000	N/A	\$24,000					
TOTAL	\$46,582.73	\$2,000	\$44,582.73	\$12,417.27				
	Total current remaining to be paid			Maximum repayment remaining				
	\$44,582.73			\$57,000.00				

Note: The TIF redevelopment agreement requires Heider Properties to pay back the profits from each calendar year as determined by EBITDA through 2021 up to a total of \$35,000. Once the \$35,000 threshold has been met, the developer's payment obligation ceases. No payment shall be due for income accrued by the developer after December 31, 2021.

Note: The TIF redevelopment agreement requires Heider Properties to pay back the profits from each calendar year as determined by EBITDA through 2021 up to a total of \$35,000. Once the \$35,000 threshold has been met, the developer's payment obligation ceases. No payment shall be due for income accrued by the developer after December 31, 2021.



**AGREEMENT FOR PRIVATE REDEVELOPMENT
BETWEEN THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS, AND
HEIDER PROPERTIES, LLC**

THIS AGREEMENT for Private Redevelopment ("Agreement") made and entered into this 17th day of April, 2017, by and between the **CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS**, an Illinois home-rule municipal corporation (hereinafter referred to as the "City"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, **HEIDER PROPERTIES, LLC**, an Illinois limited liability company (hereinafter referred to as "Developer") and **BROCK AND ELIZABETH HEIDER** (hereinafter referred to as the "Guarantors"):

RECITALS

WHEREAS, the City is considering a program for the rehabilitation and renovation of a portion of the Downtown Tax Increment Redevelopment Project Area (hereinafter referred to as the "Project Area") in the City, pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (hereinafter referred to as the "Act"); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a Redevelopment Plan (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Project Area, a copy of said Plan is on file with the City Clerk; and

WHEREAS, the City, to achieve the objectives of the Plan and in accordance with the uses set forth therein, intends to assist the Developer in its redevelopment of the real estate more particularly described below, commonly known as 101-103 Washington Square, Washington, Illinois, (hereinafter referred to as the "Real Estate") through the City assistance in the payment of certain redevelopment project costs of the Developer, in consideration of which Developer is willing to redevelop the Real Estate; and

WHEREAS, the Real Estate is legally described as follows:

SEC 24 T26N R3W ORIGINAL TOWN LOT 6 EXC S 62' OF NW 1/4; all situated in the City of Washington, Tazewell County, Illinois.

PIN: 02-02-24-100-011

Commonly known as: 101-103 N. Main Street Washington, IL 61571; and

WHEREAS, the Guarantors are the members and managers of the Developer; and

WHEREAS, it is necessary to redevelop the Real Estate in order to arrest the economic and physical decline of the Project Area, and to promote a policy of stabilization in the Project Area; and

WHEREAS, the City believes the redevelopment of the Real Estate pursuant to the Plan is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws:

NOW, THEREFORE, in consideration of the premises and the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto covenant, consent, and agree as follows:

SECTION I DEVELOPER'S COVENANTS

A. Redevelopment Project. The Developer, its successors or assigns, agrees on behalf of itself, its successors or assigns, to redevelop the Real Estate described above, located at 101-103 Washington Square, Washington, Illinois. Developer will make renovations to the exterior and interior of the structure for continued use for a restaurant and inn, pursuant to the plans and specifications attached hereto as Exhibit A and by reference expressly made a part hereof ("Remodel Specifications").

B. Interior and Exterior Renovation. The Developer agrees it will renovate the interior and exterior of the structure located on the Real Estate so as to allow for the use of the structure as restaurant and inn space, in accordance with the Remodel Specifications. In that connection, the Developer shall:

- (1) Interior:
 - (a) Install a dumbwaiter on the lower level;
 - (b) Create custom millwork for a new bar on the lower level;
 - (c) Install new flooring on the lower level;
 - (d) Install new drywall and light fixtures and paint the lower level;
 - (e) Repair the beams, walls, and subfloor on the second floor;
 - (f) Complete plumbing and electrical upgrades on the second floor;
 - (g) Install new cabinetry and countertops on the second floor; and
 - (h) Install new hardwood flooring, carpet, and tile on the second floor.
- (2) Exterior:
 - (a) Create a new entrance leading to the second floor and construct new doors and windows.

The estimated total cost of the above-listed items for interior and exterior renovation is Four hundred sixteen thousand five hundred eighty-three and No/100 Dollars (\$416,583.00). Developer will comply with any and all nationally accepted standards for rehabilitation in the renovation and remodeling of the structure.

C. Commencement of Redevelopment. Developer shall commence the redevelopment of the Real Estate on or after April 18, 2017.

D. Completion of Redevelopment. Developer shall complete the redevelopment of the Real Estate on or before August 31, 2017.

E. Payment of Taxes. In order to assure the property flow of tax revenues anticipated pursuant to the Plan and this Agreement, the Developer, its successors and assigns, covenants as follows:

- (1) It will promptly and timely pay all applicable taxes when due.
- (2) In the event that all applicable taxes are not paid by Developer within thirty (30) days from the date said taxes are due and owing during the period of time the City has an obligation to grant any incentives hereunder, the City may make payment of the taxes due and owing on the property. The amount so advanced by the City shall be immediately due and owing from the Developer to the City and shall bear interest from the date of payment at the rate of twelve percent (12%) per annum compounded quarterly until paid in full. The City shall have a lien against all of the Developer's property for all amounts paid together with interest and all expenses incurred in the recovery of said amounts, including, but not limited to, attorney's fees incurred in collecting said amounts. The City may bring such actions as may be deemed appropriate to enforce payment and/or enforce the lien hereinabove granted against the property.

F. Commencement of Operations. Developer agrees for itself, its successors and assigns, that it will use the Real Estate to operate a restaurant in the basement, a restaurant on the main level and an inn on the second level through December 31, 2021. If the Real Estate is not used for such purposes between September 1, 2017 and December 31, 2021, the Developer shall pay the Special Tax Allocation Fund maintained by the City for the Project an amount equal to:

Date Operations Ceased in the Real Estate	Amount Payable to the Special Tax Allocation Fund
September 1, 2017- December 31, 2017	\$40,000
January 1, 2018 – December 31, 2018	\$32,000
January 1, 2019 – December 31, 2019	\$24,000
January 1, 2020 – December 31, 2020	\$16,000
January 1, 2021 – December 31, 2021	\$8,000

The Real Estate will be deemed to not operate for such purposes if either a restaurant on the lower floor, a restaurant or a mutually-agreed upon sales tax producing business on the first floor, or inn on the second floor is not open to the public for twenty (20) consecutive days unless such closure is due to a force majeure event. Additionally, beginning on September 1, 2017 and continuing through December 31, 2021, the Real Estate (excluding the second floor) must include a restaurant that serves not less than two (2) meals per day for a period of at least six (6) days per week and one of those meals per day being offered in a restaurant located on the below street level floor. For purposes of this agreement, the term "meal" means breakfast (food service prior to 11:00 a.m.), lunch (food service between 11:00 a.m. and 2:00 p.m.) and dinner (food service after 4:30 p.m.).

G. Exemption from Tax. Developer covenants for itself, its successors and assigns, and for all successors and lessees to the property, that it shall not apply for, seek or authorize any exemption from the imposition of real estate taxes on said property without first obtaining the prior written approval of the City. Nothing herein contained shall be construed so as to prevent the Developer from contesting the assessment or collection of any taxes under statutory procedure set forth in the Illinois Revised Statutes; provided, however, that Developer shall give the City at least fifteen (15) days prior written notice of its intent to contest the assessment or collection of real estate taxes.

H. Indemnification of City. The Developer agrees for itself, its successors and assigns, to indemnify and save the City and its officers and employees, free, harmless, and indemnified from and against any and all claims by or on behalf of any person, firm, corporation, or other entity, whether private, public or governmental, arising (a) from the conduct or management of, or from any work or thing done on, the Real Estate; (b) any breach or default on the part of the Developer or its successors or assigns in the performance of any of its obligations under this Agreement; (c) any act of negligence of Developer or any of its agents, contractors, servants, employees, or licensees; (d) any act of negligence of any assignee, lessee or sub-lessee of the Developer, or any agents, contractors, servants, employees, or licensees of any assignee, lessee, or sub-lessee of the Developer; (e) any violation by the Developer or any other person of state, federal, or local laws, rules, and regulations; (f) any performance by the City of any act required hereunder or requested by the Developer or its successors and assigns other than willful misconduct by the City. The Developer agrees to indemnify and save the City free, harmless, and indemnified from and against any and all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon.

I. Equal Opportunity. The Developer agrees for itself, its successors and assigns, that Developer and such successors and assigns shall not discriminate in violation of any applicable federal, state, or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease, rental, operation, or management, or in the use or occupancy of the property or any part thereof.

J. Payment of Prevailing Wages. Developer shall pay the prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to remodel and renovate the existing building, also the general prevailing rate for legal holiday and overtime work, as ascertained by the City pursuant to Ordinance No. 3188 all in accordance with and pursuant to 820 ILCS 130/1 *et seq.* A copy of said Prevailing Wage Ordinance is attached hereto, marked Exhibit B, and by reference expressly made a part hereof.

K. Breach of Agreement. Should Developer, its successors or assigns, fail to comply with or satisfy any of the terms and conditions of this Agreement, at any time or times during the term of this Agreement, or during any period or periods of time during which the City has an obligation hereunder to render or provide Developer any redevelopment assistance or to pay any redevelopment project costs as same are defined pursuant to the Act, Developer agrees for itself, its successors and assigns, that it will immediately pay to the City any and all sums previously expended by the City in connection with or arising out of the City's obligations

hereunder to pay certain redevelopment project costs, together with all costs of collection of same, including but not limited to the City's reasonable attorney's fees, court costs and costs of collection whether incurred for preparation, negotiation, trial, appellate or otherwise.

L. Payment to Special Tax Allocation Fund. The Developer shall pay to the Special Tax Allocation Fund maintained by the City for the Project Area an amount equal to ten percent (10%) multiplied by the Developer's Adjusted EBITDA, up to an amount equal to the lesser of ten percent (10%) multiplied by the Qualified Redevelopment Project Costs paid to the Developer under this Agreement or Thirty-Five Thousand Dollars (\$35,000). For purposes of this Agreement, the Developer's Adjusted EBITDA shall mean, for the Developer and any entity under common control under Section 414 of the Internal Revenue Code of 1986, as amended (if any), on a consolidated basis, for any period, net income for such period, plus amounts deducted in the computation thereof for (1) interest expense, (2) federal, state and local income taxes, and (3) depreciation and amortization, all calculated in accordance with GAAP, plus any compensation paid to the Guarantors and any lineal descendant or ancestor of the Guarantors. Developer shall pay such amounts to the City no later than ninety (90) days after the close of the Developer's fiscal year. Within ninety (90) days after the close of Developer's fiscal year, the City's TIF Administrator, Mayor, Treasurer or Attorney may inspect the financial statements of the Developer, reviewed by Developer's outside certified public accountants and in form approved by the City, including all notes thereto and a Balance Sheet, Cash Flow Statement and an Income Statement. Within twenty (20) days of filing (which shall be no later than the date due, as the same may be extended), the City's TIF Administrator, Mayor, Treasurer or Attorney may inspect Developer's state and federal tax returns for the prior tax year. No payment shall be due under this paragraph for income accrued by the Developer after December 31, 2021.

SECTION II CITY'S OBLIGATIONS

A. Qualified Redevelopment Project Costs.

(1) If Developer shall perform the agreements herein contained and certifies an actual cost incurred that equals or exceeds the estimated cost contained herein, the City shall pay directly from the Special Tax Allocation Fund for the Project Area (hereinafter referred to as the "General Account") a sum not to exceed the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), more particularly limited and set forth on Exhibit C, a copy of which is attached hereto and by reference expressly made a part hereof.

(a) The City shall pay the above-stated costs in three (3) installments as follows:

(i) One-third (1/3) of the total cost, not-to-exceed the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$116,666.66) within ten (10) days of the Effective Date; and

(ii) One-third (1/3) of the total cost, not-to-exceed the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$116,666.66) due within ten (10) days upon submittal of any and

all paid invoices. For the avoidance of doubt, no amount shall be paid under this paragraph until Developer submits paid invoices in excess of One Hundred Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$116,666.66); and

(iii) One-third (1/3) of the total cost, not-to-exceed the sum of One Hundred Sixteen Thousand Six Hundred Sixty-Seven and 67/100 Dollars (\$116,666.67) due within ten (10) days upon the completion of the project and after all invoices have been submitted indicating the purchase of all items set forth in the Remodel Specifications. For the avoidance of doubt, no amount shall be paid under this paragraph until Developer submits paid invoices in excess of Two Hundred Thirty-Three Thousand Three Hundred Thirty-Three 32/100 Dollars (\$233,333.32). No reimbursement shall be made for any work performed after October 1, 2017.

(2) In the event the Developer shall perform the agreements herein contained and certifies an actual cost incurred that is less than the estimated cost contained herein, the City shall pay directly from the Special Tax Allocation Fund a sum not to exceed the certified costs.

(3) The City's obligation to pay any of the above-stated costs shall not arise until and unless the following shall first occur:

(a) Sufficient funds are available and on deposit in the Special Tax Allocation Fund for the Project Area.

(b) If there are not sufficient funds in the Special Tax Allocation Fund for the Project Area to pay all of the above-stated amounts, any shortfall shall be an obligation that is carried over from year to year until sufficient funds generated by the Project Area become available in the Special Tax Allocation Fund.

(4) The Historic Preservation Commission must issue a Certificate of Appropriateness (COA) for the exterior renovation. The Developer shall return all amounts paid out of the General Account to Developer under this Agreement if the exterior renovation violates an approved COA or if the renovation substantially alters the architectural character that originally listed the building on the National Register of Historic Places.

B. Miscellaneous. The City, without expense to the Developer except as set forth herein, shall, in accordance with the TIF Plan, provide or secure or cause to be provided or secured the following: It is contemplated by the parties hereto, that all matters of rezoning, including amending the Comprehensive Plan, if necessary, in order to conform the zoning of the Project Site to the uses intended by this Agreement, be accomplished prior to the construction of the Project by the Developer. Therefore, Developer shall cooperate with the City in providing such information as necessary for and to the appropriate bodies to consider such rezoning, variations and amendments. At the present time, the property is zoned C-2, which the parties contemplate as being adequate for Developer's purposes.

SECTION III GUARANTY

In consideration of the execution of the Agreement by the City and as a material inducement to the City to execute the Agreement, Guarantors, jointly and severally, hereby irrevocably and unconditionally, guarantee the full, timely and complete (a) payment of all sums payable by Developer to the City under the Agreement, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Developer and all obligations to be performed by Developer pursuant to the Agreement, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Agreement, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Agreement, or any part thereof, or any disability of Developer. THIS GUARANTY IS A GUARANTY OF PAYMENT AND PERFORMANCE, AND NOT OF COLLECTION. UPON ANY BREACH OR DEFAULT BY DEVELOPER UNDER THE AGREEMENT, THE CITY MAY PROCEED IMMEDIATELY AGAINST DEVELOPER AND/OR GUARANTOR TO ENFORCE ANY OF THE CITY'S RIGHTS OR REMEDIES AGAINST DEVELOPER OR GUARANTORS PURSUANT TO THE AGREEMENT, OR AT LAW OR IN EQUITY WITHOUT NOTICE TO OR DEMAND UPON EITHER DEVELOPER OR GUARANTOR. THIS GUARANTY SHALL NOT BE RELEASED, MODIFIED OR AFFECTED BY ANY FAILURE OR DELAY BY THE CITY TO ENFORCE ANY OF ITS RIGHTS OR REMEDIES UNDER THE AGREEMENT, OR AT LAW OR IN EQUITY.

SECTION IV GENERAL PROVISIONS

- A. Choice of Law.** This Agreement shall be construed under and pursuant to the laws of the State of Illinois.
- B. Execution of Counterparts.** If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.
- C. Reference to Headings.** Unless otherwise specified, references to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.
- D. Entirety of Agreement.** This Agreement is the entire agreement between the parties hereto, and any other agreements, whether written or oral, entered into by the parties prior to the date hereof shall be deemed to be null and void and have merged into this Agreement by virtue of the execution hereof.
- E. Force Majeure.** Any delay or failure of any party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, lockouts, action of regulatory agencies, fire, flood, windstorm, adverse weather conditions, accidents, explosion, riot, war, sabotage, court injunction or order, loss of permits, failure to obtain permits, and cause or causes beyond the reasonable control of the party affected

provided that a prompt notice of such delay is given by such party to the other parties and each of the parties hereto shall be diligent in attempting to remove such cause or causes.

F. Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.

G. Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

H. No Other Legal Relationship Created. Nothing contained in this Agreement shall be deemed or construed as creating a relationship of principal and agent, or of partnership or of joint venture between the parties hereto.

I. Notices The notices required by this Agreement shall be deemed to be delivered when hand-delivered or when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

Developer: HEIDER PROPERTIES, LLC
Attn: Brock and Elizabeth Heider
313 Muller Road
Washington, Illinois 61571

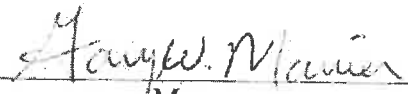
Guarantors: Brock and Elizabeth Heider
313 Muller Road
Washington, Illinois 61571

City: City of Washington
Attn: City Clerk
301 Walnut Street
Washington, IL 61571

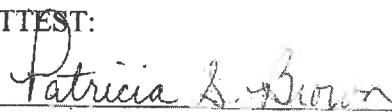
With a copy to: Derek A. Schryer
Davis & Campbell L.L.C.
401 Main Street, Suite 1600
Peoria, Illinois 61602

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date and year first above written.

**CITY OF WASHINGTON
TAZEWELL COUNTY, ILLINOIS**

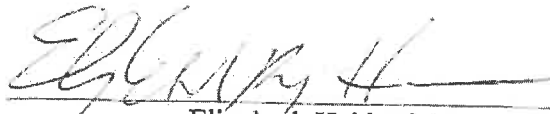
By 
Mayor

ATTEST:


City Clerk

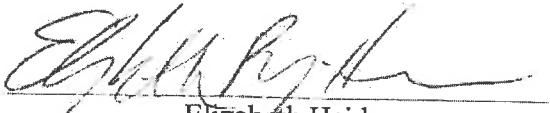
HEIDER PROPERTIES, LLC


Brock Heider, Manager


Elizabeth Heider, Manager

GUARANTORS


Brock Heider


Elizabeth Heider