



## CITY OF WASHINGTON, ILLINOIS

### City Council Agenda Communication

**Meeting Dates:** August 4, 2025 (First Reading)  
August 18, 2025 (Second Reading)

**Prepared By:** Jon Oliphant, AICP, Planning & Development Director

**Agenda Item:** First and Second Reading Ordinances – Washington Commercial Building and Property Improvement Grant Program Agreement with Cherry Tree Plaza, LLC

**Explanation:** The FY 25-26 budget includes \$290,000 in the ED/Tourism Fund that is earmarked for the second annual Washington Commercial Building and Property Improvement Grant Program. The submittal deadline was June 27 and five applications were received. Following discussion at the July 14 Committee of the Whole meeting, grant agreements were recommended to be drafted for the five projects.

Each project meets all of the minimum eligibility criteria to be considered for funding. The scoring system allocates up to 24 points through nine criteria to determine its potential impact. A project must receive at least eight points in order to be eligible for funding assistance. Projects receiving 12 or more points would be eligible for the maximum 50% City assistance up to \$50,000. Projects receiving 8-11 points would be eligible for 25% City assistance. A summary of the proposed Cherry Tree Shopping Center project at 1 Cherry Tree Shopping Center is as follows:

- The project would expand the storefront of the largest current vacant space, located adjacent to Get Yourself Motivated, by approximately 30 linear feet. This is intended to increase the marketability of the space to attract higher-quality leasing prospects. It would also replace the deteriorating, spalling bricks on the front-facing areas with new materials to refresh the property's appearance. Finally, the rear metal stairs will be sandblasted, reinforced, and repainted and the elevated walkway will be waterproofed. That will help extend the structural life and prevent erosion. The estimated project cost is \$104,475. The project received a score of 19, which makes it eligible for a 50%/\$50,000 grant. The recommended grant based on the scoring is **\$50,000**.

**Fiscal Impact:** The City's not-to-exceed expenditure included in the drafted grant agreement for this project would be **\$50,000**.

**Action Requested:** Approval of the attached agreement with Cherry Tree Plaza, LLC, for the Cherry Tree Shopping Center project. A first reading ordinance is scheduled for the August 4 City Council meeting and a second reading will be scheduled for the August 18 meeting. Projects cannot begin until after such agreements have been approved.



## 2025 Commercial Grant Program

20 Cherry Tree  
Shopping Center

### Proposed Improvements:

- Storefront expansion
- Replacement of spalling brick
- Rear stairs and elevated walkways repair



Date: 7/10/2025

This map indicates approximate data locations and may not be 100% accurate. Parcels are provided and maintained by Tazewell County.

**Ordinance No. \_\_\_\_\_**

(Adoption of this ordinance would approve an agreement with Cherry Tree Plaza, LLC, for planned building and property improvements at 1 Cherry Tree Shopping Center).

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHERRY TREE PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, FOR BUILDING AND PROPERTY IMPROVEMENTS AT 1 CHERRY TREE SHOPPING CENTER**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS,** as follows:

**Section 1.** That the Agreement between the City of Washington, Tazewell County, Illinois, and Cherry Tree Plaza, LLC, an Illinois limited liability company, for the planned building and property improvements at 1 Cherry Tree Shopping Center, a copy of which is attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, be, and the same is hereby approved.

**Section 2.** That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

**Section 3.** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**Section 4.** That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**COMMERCIAL BUILDING AND PROPERTY IMPROVEMENT GRANT PROGRAM  
AGREEMENT BETWEEN THE CITY OF WASHINGTON, TAZEWELL COUNTY,  
ILLINOIS, AND CHERRY TREE PLAZA, LLC**

**Dated:** \_\_\_\_\_

## COMMERCIAL BUILDING AND PROPERTY IMPROVEMENT GRANT PROGRAM AGREEMENT

This COMMERCIAL BUILDING AND PROPERTY IMPROVEMENT GRANT PROGRAM AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation (the “**City**”), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and Cherry Tree Plaza, LLC, an Illinois limited liability company (the “**Developer**”).

### RECITALS

**WHEREAS**, the City has established the Washington Commercial Building and Property Improvement Grant Program (the “**Program**”) to provide private grant assistance for certain eligible projects; and

**WHEREAS**, the Developer operates a shopping center at 6-64 Cherry Tree Shopping Center, Washington, Illinois 61571, which such property is legally described on **Schedule 1** attached hereto and incorporated herein (the “**Premises**”); and

**WHEREAS**, on or about June 26, 2025, the Developer submitted an Application for Commercial Building/Property Improvement Grant Program, a copy of which is attached hereto as **Exhibit A**, requesting private grant assistance through the Program to expand the storefront near 50 Cherry Tree Shopping Center, replacing spalling bricks, and repairing rear metal stairs on the Premises; and

**WHEREAS**, the Developer desires to expand the storefront near 50 Cherry Tree Shopping Center, replace spalling bricks at different areas throughout the Premises, and repair rear metal stairs on the Premises pursuant to a proposal received by the Developer which is attached hereto as **Exhibit B** (the “**Proposal**”); and

**WHEREAS**, the project, as set forth on the Proposal, will include the expansion of the storefront near 50 Cherry Tree Shopping Center, replacing spalling bricks at different areas throughout the Premises, and repairing rear metal stairs (collectively, the “**Project**”); and

**WHEREAS**, the City has deemed the Project eligible for private grant assistance under the Program; and

**WHEREAS**, to support the Project, the City is willing to provide the Developer with the incentives as set forth in this Agreement; and

**WHEREAS**, the Developer agrees to advance certain funds of Developer to construct the Project; and

**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:

## **ARTICLE 1 DESCRIPTION OF THE PROJECT**

1.1 **The Project.** The Project shall consist of improvements on the Premises more fully described in Article 5 herein.

1.2 **The Estimated Cost of the Project.** The estimated cost of the Project is set forth on **Schedule 2** attached hereto and incorporated herein (the “**Estimated Project Cost**”).

## **ARTICLE 2 CONSTRUCTION OF THE PROJECT**

### **2.1 Commencement and Completion of the Project Requirements.**

2.1.1 **Commencement of the Project.** The Project shall commence within ninety (90) days from Developer’s receipt of required permits, subject to a Delay in Performance or an event of Force Majeure as provided in Section 9.3.3 (“**Force Majeure**”). Notwithstanding anything herein to the contrary, the City shall not be obligated to provide any payment to the Developer hereunder unless and until the Project is completed and the provisions of Article 6 herein are satisfied in the City’s sole but reasonable discretion.

2.1.2 **Completion of the Project.** The Developer must complete the Project and receive an approved final inspection by appropriate City representatives, if applicable, by on or before August 1, 2026 (the “**Completion Date**”), subject to an event of Force Majeure. However, the City shall not be obligated to provide any payment to the Developer hereunder unless and until the Project is completed and the provisions of Article 6 herein are satisfied in the City’s sole but reasonable discretion.

2.2 **Quality of Construction and Conformance to Federal, State and Local Requirements.** All work with respect to the Project shall conform to the City’s zoning code, building code and all applicable federal, state, and local laws, regulations and ordinances including, but not limited to, environmental codes, life safety codes, the Illinois Human Rights Act, the Illinois Prevailing Wage Act, and the Illinois Public Works Employment Discrimination Act. The Developer shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement and shall cause the Project to be constructed in a good and workmanlike manner.

2.3 **Utilities.** Intentionally Omitted.

2.4 **Limitation.** The Project may not begin until this Agreement is approved and is duly executed and a building permit is issued by the City, if applicable. Any expenses incurred by the

Developer prior to the execution of this Agreement or the issuance of a permit, as applicable, shall not be reimbursed by the City.

### **ARTICLE 3 REPRESENTATIONS OF THE DEVELOPER**

The Developer represents, warrants and agrees as the basis for the undertakings on Developer's part herein contained that:

3.1 **Organization.** The Developer is a limited liability company, existing, and in good standing under the laws of the State of Illinois. The Manager of the Developer is RB Cherry Tree, LLC, managed by Richard Baer.

3.2 **Authorization.** The Developer has the authority to conduct business in the State of Illinois. Furthermore, the Developer has the power to enter, and by proper action has been duly authorized to execute, deliver, and perform this Agreement. The Developer will provide any documentation as the City may reasonably request related to the Developer's ability to conduct business in Illinois or authority to enter into this Agreement.

3.3 **Non-Conflict or Breach.** Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, agreement, or instrument to which the Developer is now a party or by which the Developer is bound.

3.4 **Pending Lawsuits.** There are no lawsuits either pending or, to the best of Developer's knowledge, threatened that would affect the ability of the Developer to proceed with the Project as of the Effective Date.

3.5 **Location of Project.** The Project will be located within the Premises.

3.6 **Financial Representation.** The Developer has sufficient financial means to complete the Project to be eligible for reimbursement hereunder.

### **ARTICLE 4 REPRESENTATIONS OF THE CITY**

The City represents, warrants, and agrees as a basis for the undertakings on its part contained herein that:

4.1 **Organization and Authorization.** The City is a home-rule municipal corporation organized and existing under the laws of the State of Illinois, and has the power to enter and by proper action has been duly authorized to execute, deliver, and perform this Agreement.

4.2 **Non-Conflict or Breach.** Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with

the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, agreement, or instrument to which the City is now a party or by which the City is bound.

4.3 **Pending Lawsuits.** There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

## **ARTICLE 5 DEVELOPER'S COVENANTS**

5.1 **Project.** The Developer agrees on behalf of itself, its successors or assigns, to complete the Project on the Premises as described in this Agreement. Specifically, the Developer shall make the following improvements on the Premises: expand the storefront near 50 Cherry Tree Shopping Center, replace spalling bricks at different areas throughout the Premises, and repair rear metal stairs.

5.2 **Work.** As set forth above, the Developer agrees to complete the Project in accordance with this Article.

The Estimated Project Cost of the above-listed items for the redevelopment are specifically set forth in **Schedule 2** attached hereto. Developer will comply with any and all reasonable best practices and standards for the Project. Furthermore, Developer shall abide by all representations and warranties set forth herein. All material and equipment furnished in connection with this Article and otherwise in this Agreement, shall be new and otherwise of good quality.

5.3 **Payment of Taxes.** The Developer, its successors and assigns, covenants as follows while the Project is ongoing:

(1) Developer will promptly and timely pay all applicable taxes on the Premises when due.

5.4 **Exemption from Tax.** Developer covenants for itself, its successors, and assigns, and for all successors and lessees, if any, to the Premises, that it shall not apply for, seek, or authorize any exemption from the imposition of real estate taxes on said Premises without first obtaining the prior written approval of the City, which may be withheld in the City's absolute discretion. 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 Compiled 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. This paragraph shall not apply after two years have elapsed from the Completion Date.

5.5 **Indemnification of the City.** So long as the Developer, its successor and assigns maintain a direct ownership interest in the Premises or any part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and subject to the negligence or willful misconduct of the City (and any of its officers, agents, managers, employees, licensees and invitees), the Developer, its successors and assigns agree to indemnify and save the City and its



officers, council members, agents, representatives, attorneys, and employees harmless against all claims by or on behalf of any person or persons, business, governmental agency, firm, partnership, limited liability company or corporation arising from the Developer's, its successors and assigns' ownership, operation or management of the Project/Premises, or from any work of or thing done by or on behalf of the Developer, its successors or assigns on the Premises, or any work or activity of or on behalf of the Developer, its successors and assigns connected to the Project. The Developer, its successors, and assigns agree to indemnify and save the City harmless from and against all reasonable 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 in connection with the Project. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, its successors and assigns upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer, its successors and assigns shall assume the defense thereof including the employment of counsel chosen by Developer and the payment of all reasonable costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the sole expense of the City. It is agreed and understood that the aforesaid indemnities in this Section shall be binding on the Developer, its successors and assigns only for such period as the Developer, its successors and assigns maintain a direct ownership interest in the Project, or Premises or part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project or Premises or part thereof. The requirement of this Section terminates two years after the Completion Date.

5.5.1. **Insurance.** Prior to the commencement of the Project, the Developer covenants to provide the City with an insurance certificate indicating that the Developer and the Premises are covered by General Commercial Liability insurance with limits in an amount to be approved by the City. The insurance policy must include an endorsement to the policy that lists the City as an additional insured thereunder. The City shall be provided with a copy of the policy endorsement illustrating that the City has been duly added as an additional insured. The insurance policy shall be issued by an insurer duly authorized to provide insurance policies within the State of Illinois. Any such insurance policy must include a provision requiring at least thirty (30) days' advance notice or ten (10) days' advance notice for non-payment of premium (the "**Insurance Notice**") to the City prior to a cancellation or lapse of the policy. The City shall be provided with a copy of the policy endorsement illustrating that the Insurance Notice period was duly added to the policy. The Developer cannot commence the Project without such insurance. The requirement of this Section terminates upon the Completion Date.

## 5.6 **Equal Opportunity.**

### 5.6.1 **Intentionally Deleted.**

5.6.2 **Advertising.** The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin or any other protected characteristic under state, local, or federal law.

**5.7 Payment of Prevailing Wages.** The Developer and its contractors/subcontractors shall pay the prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to complete the Project, as identified herein, also the general prevailing rate for legal holiday and overtime work, all in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). The Illinois Department of Labor (the “**Department**”) publishes the prevailing wage rates on its website at: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. The Department revises the prevailing wage rates and the Developer and its contractors/subcontractors have an obligation to check the Department’s website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. To the extent required by applicable law, Developer and its contractors/subcontractors are responsible for contacting the Department to ensure understanding of prevailing wage requirements. Developer shall inform all contractors and subcontractors rendering services related to the Project that they must comply with all requirements of the Illinois Prevailing Wage Act, *including but not limited to*, all wage requirements and notice and record keeping duties. Furthermore, to the extent required by applicable law, the Developer and its contractors/subcontractors shall file certified payrolls in accordance with Section 5 of the Illinois Prevailing Wage Act (820 ILCS 130/5). The City may request proof of filing of the certified payrolls prior to making a payment to the Developer hereunder.

**5.8 Project Subject to Plan and Agreement.** Intentionally omitted.

**5.9 Liens.** Developer shall promptly pay when due (within applicable times) the cost of any work on the Premises undertaken by Developer so that the Premises shall at all times be free of liens for labor and materials.

**5.10 Inspection Rights.** Developer shall liberally allow the City to inspect the Project, the Premises, and the Developer’s records within seven (7) business days of the City’s written request to conduct such an inspection.

**5.11 Substance Abuse Prevention on Public Works Projects Act.** To the extent required by applicable law, the Developer and its contractors/subcontractors shall abide by the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*) and furnish a copy of its respective substance abuse prevention program to the City.

## **ARTICLE 6**

### **CITY’S OBLIGATIONS –REIMBURSEMENT INCENTIVE**

**6.1 Conditions Precedent to Reimbursement Incentive.** The City’s obligation to make the reimbursement in accordance with this Article is subject to the following:

6.1.1 The Developer’s compliance with the terms and conditions set forth in this Agreement and the schedules attached hereto; and

6.1.2 The reimbursement is limited to the direct reimbursement of costs related and actually paid with respect to the Project.

6.2 **Reimbursement for Project Costs.** Subject to all of the conditions set forth herein, including the Reimbursement Cap set forth herein, the City shall reimburse the Developer for actual costs paid with respect to the Project up to fifty percent (50%) of the Estimated Project Cost; provided however, that prior to making such reimbursement, the City shall inspect the Premises and be satisfied, in its reasonable discretion, that the Project has been satisfactorily completed in accordance with this Agreement For the Project, a single reimbursement will be made by the City within thirty (30) days after the completion of the Project and the submission of paid invoices.

6.3 **Actual Cost v. Estimated Cost.** 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 a sum not to exceed the certified cost, subject to the limitations set forth herein. In the event the Developer shall perform the agreements herein contained and certifies an actual cost incurred that is more than the estimated cost contained herein, the City shall only reimburse the Developer for fifty percent (50%) of the Estimated Project Cost, subject to the Reimbursement Cap (as defined herein).

6.4 **Obligation for Project Reimbursement for the Project.** The City's obligation to pay any of the above-stated costs shall not arise until and unless the following shall first occur: The Developer shall document Project costs to the reasonable satisfaction of the City by submitting paid invoices to the City Administrator.

6.5 **Limitation on Reimbursement.** The total reimbursement made by the City hereunder for the Project shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00) (the "**Reimbursement Cap**").

## **ARTICLE 7 CONTINUATION OF OPERATIONS**

Developer agrees for itself, its successors, and assigns, that after the Project is completed, the Developer will continue to use the Premises for operation as a shopping center through two (2) years after the Completion Date. In the event the Premises ceases to be used as a shopping center at any time during the aforesaid two-year period, Developer (or its successors and assigns) shall repay to the City the amount of Project costs previously reimbursed by the City; provided, however, that beginning on the first (1<sup>st</sup>) anniversary of the City's reimbursement to Developer of the Project costs, the amount Developer (or its successors and assigns) must repay the City shall be reduced by 1/12 for each full calendar month that the Premises continues to be used as a shopping center.

## **ARTICLE 8 PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

8.1 **Reserved.**

8.2 **Status of Assignee.** Any successor, assignee, or transferee of the Premises from the Developer under the provisions hereof shall be considered the "**Developer**" for all purposes of this Agreement.

8.3 **No Release of Developer.** Any total or partial transfer of the Premises, with or without the City's consent, shall not be deemed a release of Cherry Tree Plaza, LLC from any of Developer's obligations hereunder, or from any conditions or restrictions to which the Developer is subject, and same shall remain continuing obligations of Cherry Tree Plaza, LLC, unless expressly released in writing by the City.

## **ARTICLE 9 DEFAULT AND REMEDIES**

9.1 **Event of Default.** The following shall be an event of default ("**Event of Default**") with respect to this Agreement:

9.1.1 If any representation made by the Developer or City in this Agreement, or in any certificate, notice, demand, or request made by the Developer or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any respect as of the date made;

9.1.2 Breach by the Developer or City of any covenant, warranty or obligation set forth in this Agreement; or

9.1.3 Any other specific breach identified herein.

### **9.2 Remedies of Default or Bankruptcy.**

9.2.1 **General Remedies.** In the case of an Event of Default or bankruptcy by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate reasonable action to cure (subject to an event of Force Majeure) or remedy such Event of Default or bankruptcy within sixty (60) days after receipt of such notice. If, in such case reasonable action is not taken, or not diligently pursued, or the Event of Default or bankruptcy shall not be cured or remedied within a reasonable time (subject to an event of Force Majeure), the aggrieved party may institute such proceedings as may be necessary or desirable in its reasonable opinion to cure or remedy such default or bankruptcy, including but not limited to, proceedings to compel specific performance by the party in default of its obligations. In case the City or Developer shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in such case the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

9.2.2 **Remedies due to Developer Default.** In the case of an uncured Event of Default by the Developer, Developer agrees for itself, its successors and assigns, that it will 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 reimburse certain costs hereunder within thirty (30) days of

Developer's receipt of written demand of the City, together with all reasonable out-of-pocket costs of collection of same, including the City's reasonable attorney's fees (as defined in Section 11.8 herein), court costs and reasonable costs of collection.

**9.2.3 Remedies due to City Default.** In the case of an Event of Default by the City, the City agrees for itself, its successors and assigns, that it will pay to Developer all amounts due to Developer hereunder and for which the City has an obligation hereunder to pay, as of the date of default (within thirty (30) days of City's receipt of written demand of the Developer), together with all Developer's reasonable attorneys' fees (as defined in Section 11.8 herein), court costs and costs of collection.

### **9.3 Other Rights and Remedies of City and Developer: Delay in Performance and Waiver.**

**9.3.1 No Waiver by Delay.** Any delay by the City or the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Developer with respect to any specific Event of Default by the Developer or City under this Agreement be considered or treated as a waiver of the rights of the City or Developer under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Developer.

**9.3.2 Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement (or their successors, assigns, or transferees in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**9.3.3 Delay in Performance/Force Majeure.** For the purposes of any of the provisions of this Agreement except with regard to payment of taxes as provided herein, neither the City, nor the Developer (or any tenant of the Premises, if any), as the case may be, nor any successor, assigns, or transferee in interest, shall be considered in breach of, or in default of, its obligations with respect to the preparation of the Premises for redevelopment, or the beginning and completion of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal,

state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather, any unforeseen delays in obtaining permits, availability and/or inability to procure and/or shortages of labor or materials, or delays of contractors/subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or Developer with respect to the Project shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and request an extension of the period of enforced delay. Such extensions of schedules shall be agreed to in writing by the parties hereto.

## **ARTICLE 10 GUARANTORS**

**Intentionally Omitted.**

## **ARTICLE 11 GENERAL PROVISIONS**

### **11.1 Authorized Representatives.**

11.1.1 **Developer.** Justin Paul, Rick Baer, Glen Rosenberg, Madeleine Humphreys and/or Brock Seidel are the individual authorized to communicate to the City related to this Agreement.

11.1.2 **City.** The City designates the City Administrator as the authorized representative, who shall communicate with the Developer on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City. Such authority shall be reserved exclusively to the City Council of the City.

11.2 **Governing Law.** This Agreement shall be construed under and pursuant to the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Tazewell County, Illinois.

11.3 **Execution of Counterparts.** This Agreement may be executed by original signature or by facsimile, digital, or other electronic signature (including DocuSign) and in one or more counterparts, each of which will be deemed an original and together will constitute one and the same instrument. This Agreement may be executed as an original in ink, by facsimile signature (e.g., a signature reproduction by physical or electronic stamp) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000. Any counterpart containing a qualifying signature transmitted electronically (e.g., via e-mail, DocuSign or telecopier machine) shall be accepted as an original and shall have the same force and effect as an original.

**11.4 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.

**11.5 Titles of Paragraphs.** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in any respect in construing or interpreting any provision hereof.

**11.6 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.

**11.7 Binding Upon Successors in Interest.** This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns, transferees, or other successors in interest.

**11.8 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. For purposes of this Agreement, the term "attorneys' fees" shall mean and include, but not necessarily be limited to, reasonable attorney and paralegal fees whether incurred for purposes of research, preparation, negotiation, trial, appellate, collection or otherwise.

**11.9 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.

**11.10 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.

**11.11 Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions of this Agreement shall not be affected thereby.

**11.12 Memorandum of Agreement.** The City and the Developer shall not record this Agreement and/or any of its Exhibits, or any memorandum or short form of this Agreement..

**11.13 Further Assistance and Corrective Instruments.** The City and the Developer, agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may

reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement by any party hereto.

11.14 **Notices.** Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery or recognized overnight delivery; (b) certified mail, return receipt requested; or (c) regular mail at the following addresses:

<b>To the City at:</b>	City of Washington Attn: City Administrator 301 Walnut St. Washington, IL 61571	<b>With a copy to:</b> Mark D. Walton Miller, Hall & Triggs L.L.C 416 Main St., Suite 1125 Peoria, Illinois 61602
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<b>Developer at:</b>	Cherry Tree Plaza, LLC c/o American Commercial Realty Corp. Attn: Property Management 300 Ave of the Champions #140 Palm Beach Gardens, FL 33418
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<b>With a copy to:</b>	Cherry Tree Plaza, LLC c/o American Commercial Realty Corp. Attn: General Counsel 300 Ave of the Champions #140 Palm Beach Gardens, FL 33418
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or to the last known address of any party or to the address provided by a successor, assignee, or transferee, if such address is given in writing. Any party may change its address by providing notice in accordance with this provision. In the event said notice is sent by regular mail, the date of service shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office. Only a notice sent to the City or Developer hereunder shall constitute notice in accordance with this Section.

**[SIGNATURE PAGE TO FOLLOW]**



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

**CITY OF WASHINGTON,**  
An Illinois home-rule municipal corporation

By: \_\_\_\_\_  
Lilija Stevens, Its Mayor

**DEVELOPER:**  
**Cherry Tree Plaza, LLC**, an Illinois limited liability company  
By: RB Cherry Tree, LLC,  
its Manager

By: \_\_\_\_\_  
Richard Baer, Manager

Attest: \_\_\_\_\_  
Valeri Brod, Its City Clerk

SEAL:

**[Signature Page to Commercial Building And Property Improvement Grant Program Agreement Between The City of Washington, Tazewell County, Illinois, and Cherry Tree Plaza, LLC]**

**EXHIBIT A**  
**APPLICATION**

**CITY OF WASHINGTON, ILLINOIS**

**APPLICATION FOR COMMERCIAL BUILDING/PROPERTY IMPROVEMENT GRANT PROGRAM**

**PRIVATE REDEVELOPMENT INCENTIVE APPLICANTS**



**Applicant name:** American Commercial Realty, Corp.  
**Mailing address:** 300 Avenue of the Champions #140, Palm Beach Gardens, FL 33418

**Daytime Phone:** (561) 775-1300  
**Email Address:** jpaul@amcomrealty.com  
**Correspondence Method:** Email

1. **Applicant interest in property:** Owner/Mortgagor
  - **Third-Party (name):**
2. **Property owner name:** Cherry Tree Plaza, LLC
3. **Business name(s):** Cherry Tree Shopping Center
4. **Project address or location:** 20 Cherry Tree Shopping Center Washington, IL 61571
5. **Property tax ID number(s):** 02-02-16-400-036
6. **Current use of property:** Commercial
7. **Proposed use of property:** Commercial
8. **Choose the applicable project:** Façade improvements (existing buildings), Window/door replacements, Stairs/porches/ railings improvements
9. **Describe the nature of work proposed for the property:** Storefront Expansion- We plan to expand the storefront of our

largest vacancy, located just right of Get Yourself Motivated, by approximately 30 linear feet. We believe this improvement will significantly increase the marketability of the space and attract higher-quality leasing prospects. Replacement of Spalling Brick- Our second project is replacing the deteriorating, spalling bricks on front-facing areas with new materials to refresh the property's appearance and improve first impressions for potential tenants. We expect to spend approximately \$10k more than the initial proposal. Rear Stairs and Elevated Walkway Repairs- Finally, we will focus on critical structural maintenance at the rear of the property. We will sandblast, reinforce, and repaint the rear metal stairs, and waterproof the elevated walkway. These updates will extend structural life, prevent corrosion, and improve the rear-facing view from N Cummings Lane.

10. **Estimated total project cost:** \$104,475
11. **Estimated Start Date:** August 1, 2025
12. **Zoning:** C-2

**Applicant signature**

**Date:** June 26, 2025

**Scoring Matrix:**

<b>Aesthetic</b>	<b>Points</b>	<b>Score</b>
The proposed project will improve the curb appeal of the property (façade improvements, replacements of windows/doors, awnings, painting, upgraded signage, permanent landscaping, etc.)	0-4	4
The proposed project will improve the pedestrian experience (improvements to the parking lots, sidewalks, decorative exterior lighting, etc.)	0-2	0
The proposed project will address existing building and/or property safety issues (structural improvements, non-flat roof repairs, stairs/porches/railings, building demolition if to be replaced by new construction)	0-2	2
<b>Property Use</b>		
Retail, restaurants, entertainment, and mixed use where at least 50% of the building contains retail, restaurants, and/or entertainment	4	4
Office, service uses, and mixed uses where less than 50% of the building contains retail, restaurants, and/or entertainment	2	1
Building or Property is blighted or vacant, where the proposed project will likely improve occupancy	0-2	1
The business(es) are locally-owned and not chain-affiliated	0-2	0
<b>Financial</b>		
The proposed project may increase the equalized assessed value of the property	0-2	1
The proposed project may increase sales tax generation	0-2	2
<b>Location</b>		
The property is located adjacent to a prominent traffic corridor or is highly visible	0-4	4

**Total Points: 19/24**

Property owner & business owner are current on the payment of the Tazewell County real estate taxes: **Yes**

Property owner & business owner are current on the payment of City of Washington water bills & license fees: **Yes**

**EXHIBIT B**

**PROPOSAL FOR PROJECT**



# Proposal

MAINTENANCE | INDUSTRIAL | COMMERCIAL  
**CONSTRUCTION SERVICES**  
UL Qualified Firestop Contractor

<b>SUBMITTED TO:</b>	American Commercial Realty Company	<b>JOB NAME:</b>	Cherry Tree-New Storefront
<b>ATTENTION:</b>	Brock Seidel	<b>LOCATION:</b>	Washington, IL.
<b>JOB NUMBER:</b>	25398	<b>DATE:</b>	6/12/2025

## New Storefront-Approximately is 30' wide x 8' tall

- Remove existing wood siding, drywall & wall framing
- Remove & salvage existing aluminum soffit, ceiling grid & ceiling tile as needed
  - o Must be removed to install new steel beam
- Demo masonry opening in wall
- Lay brick pier on side of door and tooth in brick on opposite side
- Install new steel beam lintel
  - o Beam needed because bar joists are bearing on exterior CMU wall
- Temporary board up of new opening
- Install new dark bronze 451T storefront framing glazed with 1" Guardian SN68 argon filled insulated glass
  - o Opening divided into equal width lites
  - o Includes all flashings and sealants
- Repair interior drywall & framing
- Finish tape drywall and install all necessary beads
- Latex primer new drywall. Finish paint not figured
- Acrylic semi-gloss coating on exposed bottom of steel beam
- Install salvaged aluminum soffit & acoustical ceiling
- Clean up and dispose of debris in dumpster provided by Mid-Illinois Companies
- Reworking structural framing at the canopy not figured. Unknow if needed to install steel beam
- Permit & Electrical not included. See option #1 if minor electrical is encountered during project
- All work to be performed during first shift, Monday through Friday weather permitting

Proposed Cost	\$ 58,350
Option #1- Electrical ADD	\$ 500

Payment to be made as follows: **Progress Payments/Net 30 Days From Invoice Date**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Note: This proposal may be withdrawn by us if not accepted within **30** Days. Submitted By: **Chris Lewis**

## Acceptance Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. I have read and agree to abide by the payment terms as outlined above. In consideration of services rendered by Mid-Illinois Companies, I understand a service charge may be assessed on any account balance not paid within 30 days after the date Mid-Illinois Companies issues a statement to me for amounts due. The service charge will be calculated on unpaid amounts at the periodic rate of 1 1/2% per month, which is an annual percentage rate of 18%. I also agree to reimburse Mid-Illinois Companies and/or be responsible for any costs and expenses which may be incurred to collect any debt due from me, including collection agency fees, service fees, attorney fees, and court costs, without relief from valuation and appraisal laws.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_



**CALIBER  
COATINGS  
PLUS**



**VETERAN  
OWNED BUSINESS**

**Caliber Coatings Plus LLC  
303 Zinser Place  
P.O. Box 333  
Washington, IL 61571**

American Commercial Realty

Attention: **Ada Sierra**  
Reference: **Cherry Tree Shopping Center Brick Replacement – Washington, IL**

We propose to provide labor, material, equipment, and standard insurance to do the following scope of work:

To replace salt damaged brick at base of store fronts and brick piers. In some areas we will need to remove good brick below sidewalk. After brick has been replaced apply a flood coat of water repellent 2' up on brick. We will either use a wet saw or dustless grinder to keep dust to a minimum.

*Including:*

1. Replace 585 brick, there will be a \$30.00 credit if less brick is used and a \$30.00 charge per brick over 585 bricks.
2. Water Repellent applied after bricks have cured.
3. Cleanup of all masonry debris and haul away.

*Excluding:*

1. Any work on Northwest wall behind the electrical meter.

*Note* – All brick work will be subcontracted to M.R. Mason.

***ALL WORK FOR THE BUDGETARY PRICE OF: \$26,125.00***

This proposal will be withdrawn if not accepted in 30 days.

Should you have any questions or require additional information please contact me at 309-294-9557 or email [chad@calibercoatingsplus.com](mailto:chad@calibercoatingsplus.com)

Sincerely,

Caliber Coatings Plus LLC  
Chad Turpen  
Estimating & Project Management



**CALIBER  
COATINGS  
PLUS**

**Caliber Coatings Plus LLC  
303 Zinser Place  
P.O. Box 333  
Washington, IL 61571**



**VETERAN  
OWNED BUSINESS**

June 7, 2024

American Commercial Realty

Attention: **Ada Sierra**  
Reference: **Cherry Tree Center – Rear Stair Structure Sandblasting and Painting**

We propose to provide labor, material, equipment, and standard insurance to do the following scope of work:

- We will prepare the steel structure of the rear set of stairs with a nematic needle gun to remove as much rust as possible and then sand blast the remaining existing to a SSPC-SP6 Commercial Blast.
- We will dispose of all blast debris properly.
- We will complete welding repair work as needed up to \$8,550.00.
- We will apply a full prime coat of high solids epoxy at 4 to 6 mils dft.
- We will apply an intermediate coat of high solids epoxy at 4 to 6 mils dft for added extra protection.
- We will apply a single finish coat of Aliphatic Urethane at 3 to 4 mils dft.
- All finish colors will match the existing.
- All work was figured to be completed during regular business hours.

**Note:** Our pricing includes budgetary steel repair work that may be exposed with our aggressive preparation. If any more structural work is needed over the budget pricing provided after sandblasting, we will contact the owner and discuss pricing for approval on any repairs needed before any more welding is completed.

**ALL WORK FOR THE SUM OF: \$20,000.00**

Cost Breakdown:

Blasting and Painting \$11,450.00

Welding Budget Pricing \$8,550.00

This proposal will be withdrawn if not accepted in 30 days.

Should you have any questions or require additional information please contact me at 309-294-9557 or email [chad@calibercoatingsplus.com](mailto:chad@calibercoatingsplus.com)

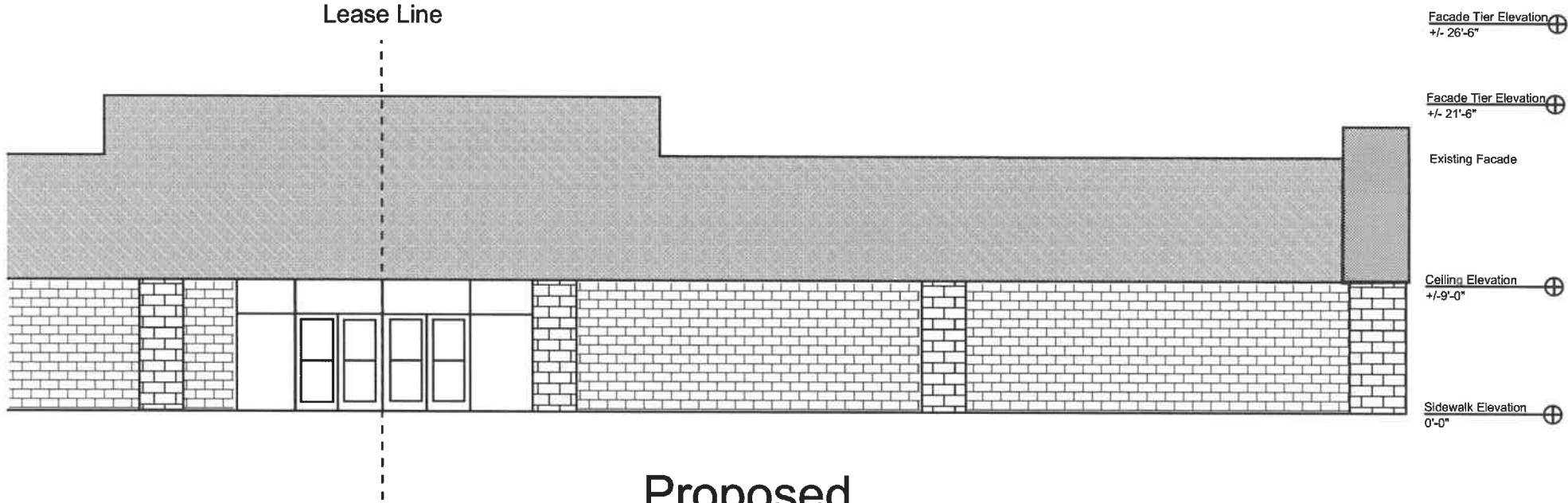
Sincerely,

Caliber Coatings Plus LLC  
Chad Turpen  
Estimating & Project Management

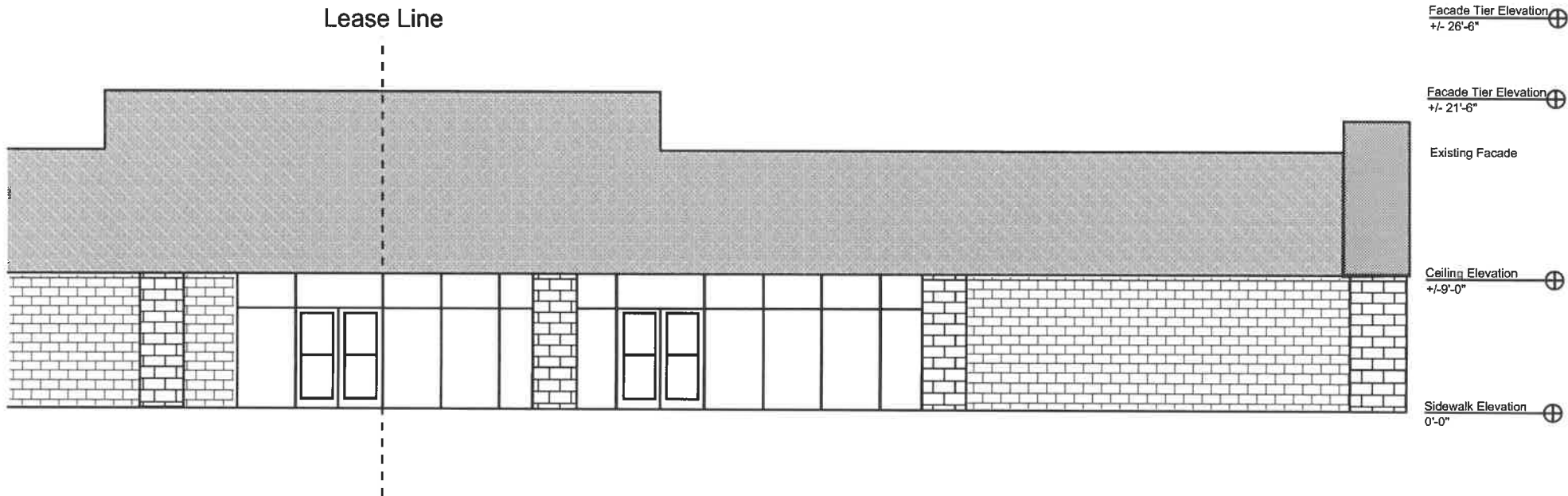
Cherry Tree Plaza, LLC  
American Commercial Realty Corp as Agent

Brock T. Seidel  
Construction Manager

# Existing



# Proposed



\*Drawings not to scale  
\*\*All dimensions are to be verified in field



**SCHEDULE 1**

**Premises  
(Legal Description)**

SEC 16 T26N R3W PHASE 1 OF SE ¼ (EXC 742 SQ FT SLIVER) SE ¼

Commonly known as: 1 Cherry Tree Shopping Center, Washington, Illinois 61571.

PIN: 02-02-16-400-036

**SCHEDULE 2**  
**ESTIMATED PROJECT COST**

The Estimated Project Cost for the Project by the Developer is \$104,475. A breakdown of the Estimated Project Cost is set forth below:

<b>Description*</b>	<b>Amount</b>
The Project consists of:	
(a) Storefront expansion	\$58,350
(b) Brick replacement	\$26,125
(c) Rear stairs/walkway repairs	\$20,000
TOTAL ESTIMATED PROJECT COSTS	\$104,475

**\*For more details regarding the Project, please see the Proposal.**

<b>Washington Commercial Grant Program</b>				
<b>Cherry Tree Shopping Center - 20 Cherry Tree Shopping Center</b>				
<b>Project Components</b>	Quote 1	Quote 2		
Storefront Expansion	\$58,350			
Brick Replacement	\$26,125			
Rear Stairs/Walkway Repairs	\$20,000			
<b>TOTAL</b>	<b>\$104,475</b>			