

CITY OF HARVEY
15320 Broadway Avenue
Harvey, Illinois 60426

CITY OF HARVEY COUNCIL MEETING
MONDAY – January 9, 2023 - 7:00 P.M.
AGENDA

1. Call Meeting to Order.
2. Roll call of Council Members.
3. Invocation and Pledge of Allegiance.
4. Approval of Minutes dated December 12, 2022
Regular Meeting
5. Approval of Bills Payable – January 9, 2023
6. Ordinances and Resolutions for the City of Harvey
 - A. Old Business – None
 - B. New Business
 1. Resolution # ____ A Resolution of the City of Harvey in Support of Tax Increment Financing
 2. Resolution # ____ A Resolution Amending Resolution # 3005 Approving a Redevelopment Agreement
 3. Resolution # ____ A Resolution Approving a Redevelopment Agreement and the Renewal of Class 6b Designation for Certain Property 1230 W. 171st. St.
7. Public Comment
8. Adjournment



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	A Resolution of the City of Harvey in Support of Tax Increment Financing		
Presenter & Title:	Christopher J. Clark, Mayor		
Date:	January 9, 2023		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: \$0		Budgeted? Yes X No	Other Yes Funding? X No
<i>If "Other Funding," please explain how the item will be funded: redistributed line item or fund balance</i>			
Executive Summary:			
<p>The Illinois Municipal League on behalf of member cities and villages advocates for robust municipal governance, including statutory authorization for effective economic development financing techniques. Periodically, tax increment financing (TIF) authority available to cities and villages is threatened by legislation that would weaken this proven economic development tool.</p> <p>The resolution is to state the City's formal support for continued statutory authorization of TIF by cities and villages.</p> <p>As a practical matter, in recent years the City has used TIF authority in a responsible and targeted manner, in accordance with statutorily authorized objectives (e.g., demolition of blighted buildings, incentives for new businesses, infrastructure). Looking ahead, it is very likely that TIF would remain an important tool in the "toolkit" to encourage more investment in Harvey.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Motion to Approve: A Resolution of the City of Harvey in Support of Tax Increment Financing			

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF HARVEY
IN SUPPORT OF TAX INCREMENT FINANCING**

WHEREAS, the City of Harvey ("City") has the responsibility to promote economic development and revitalization of underperforming areas within the City; and

WHEREAS, the City recognizes that Tax Increment Financing (TIF) is a means to address areas of blight, support development and promote local job creation and retention; and

WHEREAS, TIF incentives directly contribute to the expansion of the local tax base and attracts private development and new businesses to the community;

WHEREAS, the availability of TIF is a critical mechanism to spur economic development for the City; and

WHEREAS, the City Council and Mayor of the City of Harvey find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the City;

NOW, THEREFORE, be it resolved by the City Council and Mayor of the City of Harvey as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The City urges the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve.

Section 3. The City Clerk shall forward a copy of this Resolution to the Illinois Municipal League.

PASSED THIS ____ day of _____, _____.

AYES: _____
NAYS: _____
ABSTENTIONS: _____
ABSENT: _____

APPROVED THIS ____ day of _____, _____.

Mayor _____

ATTEST:

Clerk



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	A Resolution Amending Resolution 3005 Approving a Redevelopment Agreement		
Presenter & Title:	Christopher J. Clark, Mayor		
Date:	January 9, 2023		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: \$0		Budgeted? Yes X No	Other Yes Funding? X No
If "Other Funding," please explain how the item will be funded: redistributed line item or fund balance			
Executive Summary:			
<p>As part of Resolution 3005, the City adopted a redevelopment agreement for infill development. The developer Bahay Kubo will invest private dollars to rehab a single family property with the option, if mutually agreeable, to rehab a second single family property in a second phase.</p> <p>The Developer seeks a change to revise the properties to be redeveloped, based upon his evaluation of the current physical condition of the buildings to be rehabbed.</p>			
Attachments: (please list)			
<ul style="list-style-type: none"> • Resolution 			
Voting Requirements:			
This motion requires a simple majority of affirmative votes for passage.			
Recommendation / Suggested Action: (how the item should be listed on agenda)			
Motion to Approve: A Resolution Amending Resolution 3005 Approving a Redevelopment Agreement			

**THE CITY OF HARVEY
COOK COUNTY, ILLINOIS**

RESOLUTION
NO. _____

**A RESOLUTION
AMENDING
RESOLUTION 3005 APPROVING A REDEVELOPMENT AGREEMENT**

Passed by the City Council, _____, 2023

**CITY OF HARVEY
COOK COUNTY, ILLINOIS**

RESOLUTION NO. _____

BE IT RESOLVED by the Mayor and City Council of the City of Harvey, Cook County, Illinois, THAT:

**A RESOLUTION
AMENDING
RESOLUTION 3005 APPROVING A REDEVELOPMENT AGREEMENT**

shall be, and is hereby, adopted as follows:

WHEREAS, on June 27, 2022, the Mayor and City Council of the City of Harvey ("Corporate Authorities") passed and approved Resolution 3005, "A Resolution Approving a Redevelopment Agreement;" and

WHEREAS, the developer Bahay Kubo Properties, LLC requests that the initial properties for redevelopment be amended based upon the developer's evaluation of the current physical condition of the buildings to be redeveloped; and

WHEREAS, the Corporate Authorities hereby find and determine that it is necessary to amend Resolution 3005 to expedite redevelopment in Harvey;

NOW, THEREFORE, BE IT RESOLVED, by the Corporate Authorities of the City of Harvey, County of Cook, Illinois pursuant to its home rule powers that:

Section 1. Amendments.

Resolution 3005 is hereby amended as follows:

[Redevelopment Agreement (Section 1)]

B. City is the owner of certain parcels of real property that are located in the City of Harvey, Illinois referred to as the "Redevelopment Properties", and legally described in Exhibit A. In the event that the Parties determine that a specific property as listed in Exhibit A cannot be preserved and improved due to advanced deterioration at the point of closing, then the two Parties may mutually agree to substitute an alternate property as listed in Exhibit A.

[Redevelopment Agreement (Exhibit A)]

PARCEL 1:

PIN: ~~29-18-214-013 and -01429-08-311-030~~

Commonly Known Address: ~~15237 Paulina~~14820 Center Avenue, Harvey, Illinois

PARCEL 2:

PIN: ~~29-17-109-01429-08-402-016~~

Commonly Known Address: ~~15223 Loomis Ave~~14719 Main Street, Harvey, Illinois

ALTERNATE PROPERTY
PIN: 29-07-410-011
Commonly Known Address: 14825 Honore

[Redevelopment Agreement (Exhibit B)]

Address	PIN
<i>[Phase 1]</i>	
14820 Center Avenue 15237 <i>Paulina*</i>	29-18-214-013 and -01429-08- 311-030
<i>[Phase 2]</i>	
14719 Main Street 15223 <i>Loomis*</i>	29-17-109-01429-08-402-016

*An Alternate Property located at 14825 Honore (PIN 29-07-410-011) may be selected upon mutual agreement by the Parties as depicted in Exhibit A

Section 2. No Further Amendments.

Except as expressly modified or amended in this Resolution, all terms and conditions and provisions of Resolution 3005 will remain in full force and effect; provided that any provisions of that Resolution will be deemed modified as necessary to give practical effect to the provisions of this Resolution herein. To the extent that terms and provisions of this Resolution conflict with the Resolution 3005, the terms and provisions of this Resolution herein will control.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023

Christopher J. Clark, MAYOR

ATTEST:

Rosa M. Arambula, CITY CLERK

VOTES:

AYES:

NAYS:

ABSENT:

ABSTAIN



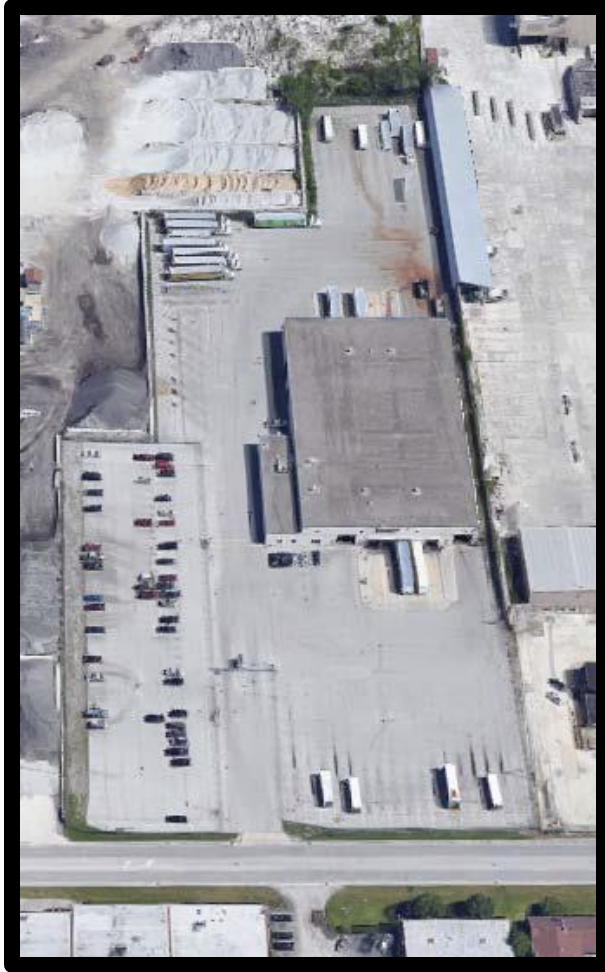
AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	A Resolution Approving a Redevelopment Agreement and the Renewal of Class 6b Designation for Certain Property		
Presenter & Title:	Christopher J. Clark, Mayor		
Date:	January 9, 2023		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: \$0	Budgeted?	Yes X No	Other Funding? Yes X No
If "Other Funding," please explain how the item will be funded: redistributed line item or fund balance			
Executive Summary:			
<p>Approximately 10 years ago, the City of Harvey approved a Class 6b incentive for the owner of property located at 1230 West 171st Street in Harvey. The owner leases to American Bottling, which is a small business that produces and distributes soft drinks throughout the Chicago region. American Bottling reports that they employ 70 persons (10 of whom reside in Harvey).</p> <p>To maintain their employment levels and to remain competitive as a business, the property owner is asking the City and County to jointly renew the Class 6b incentive. Apart from promoting business retention and maintaining the City's employment base, the enclosed City resolution authorizing renewal would (a) have provisions to ensure the building and grounds remain in good condition and (b) incentivize the owners to make certain improvements to the building.</p> <p>It is expected that Class 6b renewal would produce continuing property tax revenue going forward in connection with the ongoing occupancy of the building. Importantly, it would prevent a vacancy from occurring (which would drive down property taxes). The owner paid approximately \$145,000 in taxes last year.</p>			
Attachments: (please list)			
<ul style="list-style-type: none"> Powerpoint Presentation Class 6b Renewal – Resolution Class 6b Renewal – Redevelopment Agreement 			
Voting Requirements:			
This motion requires a simple majority of affirmative votes for passage.			
Recommendation / Suggested Action: (how the item should be listed on agenda)			
Motion to Approve: A Resolution Approving a Redevelopment Agreement and the Renewal of Class 6b Designation for Certain Property			

Class 6b Renewal for 1230 W. 171st Street, Harvey, IL

- Class 6b tax incentive was granted in 2012
- Continued occupancy at subject's location is not economically feasible without incentive renewal
- Class 6b renewal application will be filed to the Assessor's Office before December 31, 2022
- Applicant requests City of Harvey Resolution in support of a Class 6b renewal

1230 W. 171st Street, Harvey, IL – SUBJECT PHOTOS



Aerial Subject Photo



South and East View of the Subject Property

1230 W. 171st Street, Harvey, IL – SUBJECT PHOTOS



South and West View of the Subject Property



South and West View of the Subject Property

1230 W. 171st Street, Harvey, IL – SUBJECT PHOTOS



North and West View of the Subject Property



North and East View of the Subject Property

Description of the subject property

- 40,410 square foot, single-tenant, distribution warehouse which includes 3,675 square feet of office space
- Tenant is American Bottling, they have been leasing since March 1, 2012 and their lease will expire Feb. 2024
- American Bottling operations, the Harvey warehouse receives bottling products nightly from Northlake, IL transported via trucks.

Bottles are loaded onto delivery vehicles for store delivery the next day.

- American Bottling has 70 full-time employees at the subject property of which approximately 54 are union members
- Approximately 10 of the American Bottling employees live in Harvey
- Renewal of the 6b incentive is crucial to American Bottling renewing their lease and remaining in Harvey

Planned improvements if Class 6b renewal is granted

- 2023 – Concrete repairs and parking lot repaving, cost of \$748,487
- 2023 – Interior warehouse floor/slab work, cost of \$28,890
- 2025 – Roof replacement, cost of \$492,624

Total capital improvement costs planned - \$1,270,001

Current property taxes and property taxes without Class 6b

- Actual 2020 (pay 2021) property taxes - \$145,640 (\$3.60/SF)
- Property taxes without a Class 6b renewal - \$364,100 (\$9.00/SF)
- Current gross rent including property taxes is \$13.31/SF, summary below
 - \$8.46/SF (Base Rent)
 - \$3.60/SF (Property taxes)
 - \$0.11/SF (INS Estimate)
 - \$1.06/SF (OPEX estimate)
 - \$0.08 /SF (MGMT)
 - **\$13.31/SF (Gross)**
- Without a renewal of the Class 6b, the property taxes (\$9.00/SF) will exceed the base rent (\$8.46/SF) and the gross rent will increase to \$18.71/SF which will not be economically feasible for any potential tenants

Will County comparable properties and taxes

Attached for comparison to the subject property are comparable properties in Will County with their property taxes per square foot. The four comparable properties have property taxes ranging from \$1.08/SF to \$1.76/SF. Without the Class 6b incentive, the subject property's taxes will be \$9.00/SF which makes renewing the American Bottling lease unlikely and it will make attracting a new tenant very challenging.

Property Summary Report

500 Crossing Dr - University Crossings

University Park, IL 60484 - Far South Cook Submarket

★★★★☆



BUILDING

Type	4 Star Industrial Distribution
Tenancy	Multi
Year Built	2006
RBA	149,965 SF
Stories	1
Typical Floor	149,965 SF
Ceiling Ht	30'
Columns	48'w x 40'd
Construction	Reinforced Concrete

LAND

Land Acres	10.18 AC
Zoning	I
Parcels	14-09-101-002

EXPENSES

Taxes	\$1.76/SF (2020)
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POWER & UTILITIES

Power	1,200a/480v Heavy
Utilities	Gas - Natural, Heating, Lighting, Sewer - City, Water - City

LOADING

Docks	12 ext	Drive Ins	6 tot/20' w x 15' h
Cross Docks	None	Cranes	None
Rail Spots	None		

FOR LEASE

Smallest Space	27,500 SF
Max Contiguous	27,500 SF
# of Spaces	1
Vacant	0 SF
% Leased	100.0%
Rent	Withheld - CoStar Est. Rent \$5 - 6 (Industrial)
CAM	Withheld

Industrial Avail	27,500 SF
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AVAILABLE SPACES

Floor	Suite	Use	Type	SF Available	Fir Contig	Bldg Contig	Rent	Occupancy	Term
P 1st		Industrial	Sublet	27,500/5,607 ofc	27,500	27,500	Withheld	30 Days	Thru May 2029

Property Summary Report

18770 88th Ave - Building 7
Mokena, IL 60448 - Joliet Area Submarket

★★★★★



BUILDING	
Type	3 Star Industrial Warehouse
Tenancy	Multi
Year Built	2015
RBA	36,560 SF
Stories	1
Typical Floor	36,560 SF
Ceiling Ht	24'
Columns	35'w x 37'd
Construction	Reinforced Concrete

LAND	
Land Acres	2.28 AC

EXPENSES	
Taxes	\$1.66/SF (2020)

LOADING			
Docks	2 ext 4 Int	Drive Ins	2 tot/12' w x 14' h
Cross Docks	None	Rail Spots	None

FEATURES	
• Air Conditioning	• Signage
• Storage Space	

FOR LEASE	
Smallest Space	18,424 SF
Max Contiguous	18,424 SF
# of Spaces	1
Vacant	18,424 SF
% Leased	49.6%
Rent	Withheld - CoStar Est. Rent \$7 - 9 (Industrial)

Industrial Avail	18,424 SF
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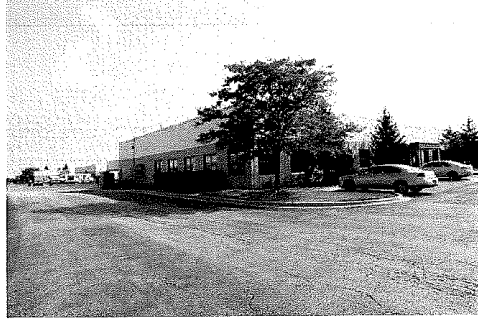
AVAILABLE SPACES									
Floor	Suite	Use	Type	SF Available	Flr Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	B	Industrial	Direct	18,424/2,900 ofc	18,424	18,424	Withheld	Vacant	Negotiable

Property Summary Report

8910 W 192nd St

Mokena, IL 60448 - Joliet Area Submarket

★★★★★



BUILDING

Type	3 Star Industrial Manufacturing Condo
Tenancy	Multi
Year Built	2001
RBA	68,929 SF
Stories	1
Typical Floor	68,929 SF
Ceiling Ht	16'
Construction	Reinforced Concrete

LAND

Land Acres	5.95 AC
Zoning	I-1

EXPENSES

Taxes	\$1.62/SF (2020)
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POWER & UTILITIES

Power	200a/277 - 400v
Utilities	Gas, Heating, Lighting, Sewer, Water

LOADING

Docks	2 ext	Drive Ins	1 tot./10' w x 12' h
Cross Docks	None	Cranes	None
Rail Spots	None		

FEATURES

- Signage

FOR LEASE

Smallest Space	1,539 SF	Industrial Avail	1,539 SF
Max Contiguous	1,539 SF		
# of Spaces	1		
Vacant	0 SF		
% Leased	100.0%		
Rent	Withheld - CoStar Est.		
CAM	Withheld		

AVAILABLE SPACES

Floor	Suite	Use	Type	SF Available	Fir Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	E	Industrial	Direct	1,539	1,539	1,539	Withheld	30 Days	Negotiable

Property Summary Report

959 Columbia St

Crete, IL 60417 - Central Will Submarket

★★★★★



BUILDING

Type	4 Star Industrial Refrigeration/Cold Storage
Tenancy	Multl
Year Built	1999
RBA	78,595 SF
Stories	1
Typical Floor	20,000 SF
Ceiling Ht	30'
Construction	Metal

LAND

Land Acres	9.88 AC
Parcels	15-05-415-004

EXPENSES

Taxes	\$1.08/SF (2020)
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POWER & UTILITIES

Power	1,200a/480v Heavy
Utilities	Lighting - Fluorescent

LOADING

Docks	6 ext	Drive Ins	2 tot./10' w x 16' h
Cross Docks	None	Rail Spots	None

FOR LEASE

Smallest Space	20,000 SF
Max Contiguous	20,000 SF
# of Spaces	1
Vacant	20,000 SF
% Leased	73.9%
Rent	Withheld - CoStar Est. Rent \$6 - 7 (Industrial)

Industrial Avail	20,000 SF
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AVAILABLE SPACES

Floor	Suite	Use	Type	SF Available	Fir Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	Cold Storage	Industrial	Direct	20,000	20,000	20,000	Withheld	Vacant	Negotiable

**THE CITY OF HARVEY
COOK COUNTY, ILLINOIS**

**RESOLUTION
NO. _____**

**A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT AND
THE RENEWAL OF
CLASS 6B DESIGNATION FOR CERTAIN PROPERTY**

Passed by the City Council, _____, 2023

**CITY OF HARVEY
COOK COUNTY, ILLINOIS**

RESOLUTION NO. _____

BE IT RESOLVED by the Mayor and City Council of the City of Harvey, Cook County, Illinois, THAT:

**A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT AND
THE RENEWAL OF
CLASS 6B DESIGNATION FOR CERTAIN PROPERTY**

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

The City is a home rule unit of local government by virtue of the provisions of the Illinois Constitution of 1970.

ILPT Harvey LLC (the "Owner") is the owner of certain improved parcels of real property in the City commonly known as 1230 W. 171st Street (the "**Property**").

The Owner leases the Property to a water and soft drink bottling business, American Bottling. This business intends to continue to occupy a space in the City's manufacturing district and the Owner intends to undertake exterior improvements to maintain manufacturing capacity.

The Property is located in an area designated by the City to be eligible for and approved by the Cook County Assessor to extend Cook County Class 6b Tax Incentives to promote redevelopment projects pursuant to and in accordance with the Cook County Real Property Classification Ordinance, as amended.

The City desires to promote new investment and business retention, as part of its economic development strategy to create and maintain job opportunities for City residents and concurrently diversify its tax base. The City and the Owner have negotiated the terms of a Redevelopment Agreement that will guide the redevelopment of the Property, as well as the terms of the Class 6b Tax Incentive.

The Corporate Authorities, after due and careful consideration, have concluded that the continued occupancy of and reinvestment in the Property pursuant to and in accordance with the Redevelopment Agreement and the renewal of the Class 6b Tax Incentive for the Property will promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2. CLASS 6B TAX INCENTIVE APPROVAL.

A. The Mayor and City Council find that:

1. the Property is appropriate for a Class 6b Tax Incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended;
2. the renewal of the Class 6b Tax Incentive for the Property is necessary to encourage redevelopment and occupancy of the Property by the Owner,

and that occupancy and use of the Property for the commercial purposes proposed in the Redevelopment Agreement is necessary and beneficial to the City's economy; and

3. the Mayor and the City Council approve, support and consent to the renewal of the Class 6b Tax Incentive for the Property.

B. Conditional Support and Consent. The Mayor's and City Council's support and consent provided in Subsection 2.A of this Resolution is expressly conditioned on the Owner executing the Redevelopment Agreement with the City governing the redevelopment of the Property. The obligations, terms, and conditions of the Redevelopment Agreement are material inducements made by the Owner to obtain the Mayor's and City Council's support provided in Subsection 2.A of this Resolution and those obligations, terms, and conditions are incorporated into this Resolution by this reference.

Section 3. APPROVAL OF REDEVELOPMENT AGREEMENT AND AUTHORIZATION.

A. The Redevelopment Agreement by and between, the City and the Owner, shall be and is hereby approved in substantially the form attached in **Exhibit A**.

B. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Redevelopment Agreement only after receipt of at least three fully executed copies of the Redevelopment Agreement by the Owner; provided, however, that if the three fully executed copies of the Redevelopment Agreement are not submitted to the City within 90 days after the adoption of this Resolution, this authority to execute and seal shall, at the option of the City Council, be null and void.

Section 4. RECORDATION.

The City Clerk is hereby directed to record a certified copy of this Resolution, together with the Redevelopment Agreement in the Office of the Cook County Recorder against the Property. The Owner will bear the full cost for such recordation.

Section 5. EFFECTIVE DATE.

This Resolution will be effective upon occurrence of the following events:

- a. Passage by the City Council in the manner required by law;
- b. The Owner executing the Redevelopment Agreement in accordance with the requirements of Subsection 3.B of this Resolution; and
- c. The recording of this Resolution and the Redevelopment Agreement in the Office of the Cook County Recorder in accordance with Section 4 of this Resolution.

PASSED AND APPROVED THIS ____ DAY OF _____, 2023

ATTEST:

Christopher J. Clark, MAYOR

Rosa M. Arambula, CITY CLERK

VOTES:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A

Form of Redevelopment Agreement
(Not for Execution)

This Space for Recorder's Use Only

REDEVELOPMENT AGREEMENT

**BY AND BETWEEN
THE CITY OF HARVEY AND
ILPT HARVEY LLC**

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF HARVEY AND

ILPT HARVEY LLC

THIS REDEVELOPMENT AND CLASS 6B INCENTIVE AGREEMENT (“*Agreement*”) is made and entered into this ____ day of _____, 2023 (“***Effective Date***”), by and among the **CITY OF HARVEY**, an Illinois home rule municipality (“***City***”), and **ILPT HARVEY LLC**, a Delaware limited liability company (the “***Owner***”). (For convenience, the City, the Tenant and the Owner may be referred to individually as a “***Party***” and collectively as the “***Parties***”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City’s home rule powers, the parties agree as follows:

SECTION 1. RECITALS.*

A. The City is a home rule unit of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. The Owner is the Owner of certain improved parcels of real property located at 1230 W. 171st Street in Harvey, Illinois (“***Manufacturing Site***”), which is depicted in ***Exhibit A***.

C. The Owner leases the Manufacturing Site to the Tenant which operates a business specializing in the large-scale production and distribution of water and soft drinks to retailers.

D. The Owner intends to reinvest and make improvements to the Manufacturing Site at a total investment of approximately \$1,270,000, which investment will assist in the retention of 70 full-time jobs provided by the Tenant’s operation (the “***Project***”). These improvements, in combination with a more predictable and stable level of property taxes, will ensure that the Tenant’s Harvey-based business is competitive with other manufacturers in the Midwest.

E. The Manufacturing Site is located in an area designated by the City to be eligible for and approved by the Cook County Assessor to extend Cook County Class 6b property tax incentives to promote redevelopment projects (“***Incentive***”). A Class 6b property tax incentive is currently in effect for the Manufacturing Site, but will expire, unless otherwise extended, on

* All defined terms initially appear in bold and italics and thereafter as capitalized words and phrases throughout this Redevelopment Agreement. They shall have the meanings set forth in the preamble, in Section 2, and elsewhere in this Redevelopment Agreement.

December 31, 2022. With renewal, the Owner will reinvest in the Manufacturing Site in an effort to maintain Tenant's operations and retain the aforementioned jobs.

F. Accordingly, the City hereby supports and consents to the renewal of the Class 6b designation for the Manufacturing Site and the City has determined that the industrial use of the Manufacturing Site is necessary and beneficial to the local economy.

G. The Tenant is an established business, employer, and taxpayer in southern Cook County, and the Owner is a property owner and taxpayer in southern Cook County. The City desires to support businesses like the Tenant's and to promote new investment by the Owner, as part of its economic development strategy, and it seeks to maintain job opportunities for City residents and sources of revenue for the City.

H. It is anticipated the improvements proposed by the Owner will retain existing jobs and create additional employment opportunities in the City and increase the City's tax base.

I. The City is willing to assist the Owner by supporting the renewal of the Incentive for the Manufacturing Site, provided it receives the assurances from the Owner as set forth in this Agreement.

SECTION 2. DEFINITIONS.

"Building Code": Title 15, entitled "Buildings and Construction", of the Municipal Code of Harvey, as amended.

"Corporate Authorities": The Mayor and City Council of the City.

"Force Majeure": Matters which are outside the reasonable control of the party claiming such event, including strikes, lockouts, acts of God, or other factors beyond a party's reasonable control and reasonable ability to remedy and shall specifically include any event in which (i) Owner, (ii) the Tenant, (iii) the City, (iv) any other government authority reasonably necessary to effectuate the performance of Owner or City under this Agreement or (v) third-party service providers and agents of any or all of the Owner, the Tenant or City (such as contractors, material suppliers, the Title Company, or Owner's, Tenant's or the City's attorneys) are delayed, hindered, or prevented from performing any act required under the Agreement or reasonably necessary to effectuate such performance, by reason of a government or other closure, delay, or inability to perform because of or attributable to the outbreak of COVID-19.

"Manufacturing Site": The real property located at the commonly known address of 1230 W. 171st Street, Harvey, Illinois and legally described in Exhibit A.

"Person": Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

"Project": the Owner plans and specifications for the improvements at the Manufacturing Site, and which plans and specifications are attached in **Exhibit B**.

"Requirements of Law": All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

"Zoning Ordinance": Title 16, entitled "The Zoning Ordinance of the City of Harvey" of the Municipal Code of Harvey, as amended.

SECTION 3. MUTUAL ASSISTANCE.

A. Documents. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as well as the adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

B. Governmental Approvals. The Parties will cooperate fully with each other in implementing the provisions and terms of this Agreement and in seeking and obtaining from any or all appropriate governmental bodies, whether federal, state, county or local, any required permits, entitlements and approvals for the Project and provision of public and private utility services to the Project.

C. City Approvals. The City will issue all permits and approvals necessary or desirable for the Project, provided that the Owner applies and receives approval for all permits and approvals required under applicable City codes, ordinances, standards, rules, and regulations, as the same may be amended from time to time, and other Requirements of Law; provided, further, that the City has the right to reasonably withhold any building permit or certificate of occupancy at any time the Owner is in violation of, or is not in full compliance with, any term of this Agreement until such time as the Owner is in compliance with this Agreement or any violation is cured. The Parties agree to execute all documents and other instruments reasonably required of any lender of Owner in connection with the financing of the development and construction of the Project.

SECTION 4. DEVELOPMENT OF MANUFACTURING SITE.

A. Development Control Documents. Improvements to the Manufacturing Site, except for minor alterations due to final engineering and site work approved by the City Engineer or the City Administrator, as appropriate, will be pursuant to and in accordance with the following:

1. Construction Plan;
2. This Agreement;
3. The City's Zoning Ordinance;
4. The City's Building Code; and
5. Other Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the City, as determined by the City Administrator, will control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Easements. Utility and enforcement easements shall be granted to the City and other governmental bodies and utility services over, on, and across the Property, including without limitation the Common Areas, for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

C. Damage to Public Property. The Owner and Tenant will maintain the Manufacturing Site and all streets, sidewalks, and other public property in and adjacent to the Manufacturing Site in a good and clean condition at all times during construction of the Project. Further, during the term of construction of the Project, the Owner will promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Manufacturing Site by the Owner or any agent of or contractor hired by, or on behalf of the Owner, and repair any damage that may be caused by the activities of the Owner or any agent of or contractor hired by, or on behalf of, the Owner. If, within twenty four hours after the City gives the Owner notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Manufacturing Site by the Owner or any agent of or contractor hired by, or on behalf of, the Owner during the term of construction of the Project, the Owner neglects to clean, or undertake with due diligence to clean, the affected public property, then the City will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from the Owner the actual costs incurred to perform the cleaning, without mark-up.

D. Designated Traffic Routes. The City may designate routes of access to the Project for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes will not unduly hinder or obstruct direct and efficient access to the Manufacturing Site for construction traffic. The Owner and Tenant will keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and will repair all damage caused by the construction traffic. The City also may designate from time to time temporary construction haul roads on and to the Manufacturing Site that will be located and constructed in a manner acceptable to the City Engineer.

E. Parking. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the Manufacturing Site or in areas designated by the City.

F. General Standards. The Owner will complete the Project construction in a good and workmanlike manner. All materials used for construction of the Project will be new and of first-rate quality.

G. Changes in the Project During Development.

1. Minor Adjustments. During the construction and development of the Project, the City Manager may authorize minor adjustments to the Project when the adjustments are necessary in light of technical or engineering considerations.
2. Major Adjustments. Any major adjustment to the Project will be granted only after application to, and approval by, the Corporate Authorities, by resolution duly adopted. The Corporate Authorities may, but will have no obligation to, require that the application for a major adjustment be considered at a public hearing before the Corporate Authorities or other board or commission as the Corporate Authorities may require.

H. Schedule for Completion of Project; Certificate of Occupancy. The Project will be completed by the Owner and made ready for inspection, approval, and any required acceptance by the City, in accordance with the schedule attached to this Agreement as **Exhibit C** ("**Construction Schedule**"). The Owner will be allowed extensions of time beyond the completion dates required by the Construction Schedule due to factors beyond its reasonable control or when in its judgment, due to weather or other factors, it is preferable to defer the commencement of construction or completion of each of the Improvements. The Owner will, within two days after it becomes aware that any unavoidable delay has commenced and again within two days after the delay terminates, give notice to the City for its review and approval of the delay, the cause for the delay, the period or anticipated period of the delay, and the steps taken or to be taken by the Owner to mitigate the effects of the delay. Any failure of the Owner to give the required notice will be a waiver of any right to an extension of time for any delay.

I. Final Inspections and Approvals. When the Owner determines that any portion of the Project has been properly completed, the Owner will request final inspection, approval, and, as appropriate, acceptance of the improvements by the City. The notice and request will be given sufficiently in advance to allow the City time to inspect the Project and to prepare a punch list of items requiring repair or correction and to allow the Owner time to make all required repairs and corrections prior to the scheduled completion date. The Owner will promptly make all necessary repairs and corrections as specified on the punch list. The City will not be required to approve or accept any improvement until all of the components of the Project, including without limitation all punch list items, have been fully and properly completed.

J. Issuance of Building and Occupancy Permits. The City will have the absolute right to withhold any building permit or certificate of occupancy at any time the Owner is in violation of, or is not in material compliance with, any term of this Agreement.

SECTION 5. CITY SUPPORT FOR INCENTIVE; DEFAULT; RECAPTURE; VACATION.

A. City Support. The Corporate Authorities hereby adopt a resolution supporting and consenting to the renewal of the Incentive for the Manufacturing Site and approving this Agreement. The Owner acknowledges and agrees that the Corporate Authorities' support for its Class 6b renewal application for the Manufacturing Site with Cook County is expressly subject to it substantially adhering to all obligations, terms, and conditions of this Agreement.

B. Effect of Default. If the Owner fails to complete its obligation to undertake the Project as described in this Agreement, the Corporate Authorities may, in their sole and absolute discretion, file necessary documentation with Cook County to repeal the Incentive for the Manufacturing Site.

C. Repeal and Recapture. If Cook County repeals the Incentive for the Manufacturing Site due solely to Owner's failure to undertake and complete the Project as described herein, then, from the Effective Date of this Agreement until the date of the repeal, the Owner will make annual payments to the City that equal the difference between the amount of real estate taxes that would have been received on the Manufacturing Site in each year absent the Incentive and the amount of real estate taxes actually received on the Manufacturing Site during that year (each, a "**Default Payment**").

D. Refusal to Repeal and Recapture. If Cook County refuses to repeal the Incentive for the Manufacturing Site, then the Incentive will continue to remain in effect for the remaining period of the Incentive.

E. Vacation. In the event that the Owner its successors or assignees ceases to do business at or otherwise vacates or abandons the Manufacturing Site, or any portion thereof, and there is no party then in possession of the Manufacturing Site or the vacated portions thereof (each, an “**Act of Vacation**”), the Owner will immediately file all necessary documentation with Cook County to cause the Incentive to be paused until there is a successor tenant in operation.

SECTION 6. FEES.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Owner will pay to the City, immediately after presentation of a written demand or demands for payment, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the Project on the Manufacturing Site and in connection with the negotiation, preparation, consideration, and review of this Agreement, which are anticipated to be \$ 0.00. Further, the Tenant agrees that it will continue to be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Owner Tenant during the term of this Agreement in connection with the use and development of the Manufacturing Site. The Owner agrees that it will be liable for and will pay after demand all fees, costs, and expenses incurred by the City for publications and recordings required in connection with the above matters.

B. Other City Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Owner will pay to the City all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

SECTION 7. LIABILITY AND INDEMNITY OF CITY.

A. City Review. The Owner acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City’s review and approval of any plans for the Project, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Manufacturing Site or the Project, and that the City’s review and approval of those plans and issuance of those approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. City Procedure. The Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge the City’s approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the City's review and approval of any plans for the Manufacturing Site or the Project; (ii) the issuance of any approval, permit, certificate, or acceptance for the Manufacturing Site or the Project; and (iii) the development, construction, maintenance, or use of any portion of the Manufacturing Site or the Project.

D. Defense Expense. The Owner will, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims referenced in Section 7.C of this Agreement.

SECTION 8. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

All obligations assumed by the Owner under this Agreement will be binding on and inure for the benefit of the Owner, on any and all of the Owner's successors, and assigns, and on any and all of the respective successor legal or beneficial owners, lessees, or sublessees. To assure that Owner's successors, and assigns, and successor owners, lessees, or sublessees have notice of this Agreement and the obligations created by it, the Owner will:

1. Deposit with the City Administrator, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement in the office of the Recorder of Cook County; and
2. Notify the City in writing at least 30 days prior to any date after which the Owner transfers its interest in all or any part of the Manufacturing Site to any Person not a party to this Agreement; and
3. Incorporate, by reference, this Agreement into any and all real estate sales, lease, or sublease contract to any Person not a party to this Agreement; and
4. Require, prior to the transfer all or any part of its interests in the Manufacturing Site to any Person not a party to this Agreement, the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit D**, agreeing to be bound by this Agreement ("**Transferee Assumption Agreement**"), and to provide the City, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require.

The City agrees that after a successor becoming bound to the obligation created in the manner provided in this Agreement, the liability of the Owner will be released and terminated. The failure of the Owner to provide the City with a fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by this Agreement and, if requested by the City, before completing the transfer will result in the Owner remaining liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for those obligations as a successor to the Owner

SECTION 9. ENFORCEMENT.

The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that each of the Owner agree that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City shall be entitled to withhold the issuance of building or demolition permits or certificates of occupancy for any and all buildings and structures within the Manufacturing Site at any time the Owner has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 9, the prevailing party will be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 10. THE OWNER REPRESENTATIONS.

The Owner hereby represents and warrants to the City as follows:

A. As of the date of execution of this Agreement, the Owner is financially solvent, able to pay its debts as they mature, and able to perform the obligations under this Agreement, and will promptly give written notice to the City of any material adverse change in the financial condition of the Owner that would have an adverse effect on the execution, delivery, performance, or enforceability of this Agreement;

B. the Owner is a Delaware limited liability company, in good standing in the State of Delaware and qualified to do business in the State of Illinois;

C. Except for only those representations, statements, or promises expressly contained in this Agreement, no representation, statement, or promise of any kind whatsoever by the City, its officials, agents, or employees has induced the Owner to enter into this Agreement or has been relied on by the Owner; No proceeding of any kind including, without limitation, litigation or arbitration, whether judicial or administrative, is pending or, to its knowledge, threatened against the Owner or contemplated by the Owner that would under any circumstance have any material adverse effect on the execution, delivery, performance, or enforceability of this Agreement. As of the date of execution of this Agreement, the Owner has not received notice, and does not to its knowledge have a reasonable basis for believing that the Owner or any of its corporate officers is the subject of any of the proceedings identified in the following subparts having a material adverse effect on the execution, delivery, performance or enforceability of this Agreement: (i) criminal action, complaint, or investigation pertaining to any felony charge, or (ii) any civil action or claim, predicated on alleged acts of antitrust violations, business fraud, or class discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation; provided, however, Owner makes no such representations, warranties, statements or promises with respect to the public shareholders of its parent company, Industrial Logistics Properties Trust.

D. The Owner will provide prompt notice to the City whenever the Owner obtains knowledge that any of the representations or warranties contained in this Section 10.1 ceases to be true or correct.

SECTION 11. CITY REPRESENTATIONS.

The City hereby warrants and represents to the Owner and the Tenant as follows:

A. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the City to execute, deliver, and perform this Agreement;

B. No proceeding of any kind, including, without limitation, litigation or arbitration, whether judicial or administrative, is pending or threatened against or contemplated by the City which would under any circumstances have any material adverse effect on the execution, delivery, performance, or enforceability of this Agreement.

SECTION 12. TERM.

This Agreement will be in full force and effect from and after the Effective Date until the earlier to occur of (a) expiration of the Incentive for the Manufacturing Site or (b) expiration of any extension period for the Incentive for the Manufacturing Site; provided, however, that this Agreement will be of no force or effect until the Owner will have first paid in full the amounts due to the City as a condition precedent to the execution of this Agreement by the City, pursuant to Section 6 of this Agreement, but no delay in payment will serve to extend the date of termination of this Agreement.

SECTION 13. MISCELLANEOUS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("**e-mail**"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City will be addressed to, and delivered at, the following address:

City of Harvey
15320 Broadway Avenue
Harvey, IL 60426
ATTN: Economic Development Director
E-mail: ngreifer@cityofharveyil.gov

With a copy to:

Ancel Glink, P.C
140 S. Dearborn Street, Suite 600
Chicago, IL 60603
ATTN: David Silverman
E-mail: dsilverman@ancelglink.com

Notices and communications to the Owner will be addressed to, and delivered at, the following address:

ILPT Harvey LLC
c/o The RMR Group LLC
255 Washington Street, Suite 300
Newton, MA 02458
Attention: David Webb
E-mail: DWebb@rmrgroup.com

With a copy to:

ILPT Harvey LLC
c/o The RMR Group LLC
255 Washington Street, Suite 300
Newton, MA 02458
Attention: Jennifer B. Clark
E-mail: JClark@rmrgroup.com

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any

party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibits A through D attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or (b) to its knowledge, violate any statute, law, restriction, court order, or agreement to which the Owner is subject.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City, the Owner.

O. Recording. The Owner will be responsible for the cost of recording this Agreement.

P. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Redevelopment Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

ATTEST:

THE CITY OF HARVEY, an Illinois home rule municipal corporation

By: _____

By: _____

Its: City Clerk

Its: Mayor

ATTEST:

ILPT HARVEY LLC, a Delaware limited liability company

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT LIST

Exhibit A	Manufacturing Site
Exhibit B	Construction Plan
Exhibit C	Construction Schedule
Exhibit D	Transferee Assumption Agreement

EXHIBIT A
Manufacturing Site

1230 W. 171st Street, Harvey, Illinois
PIN: 29-29-100-011

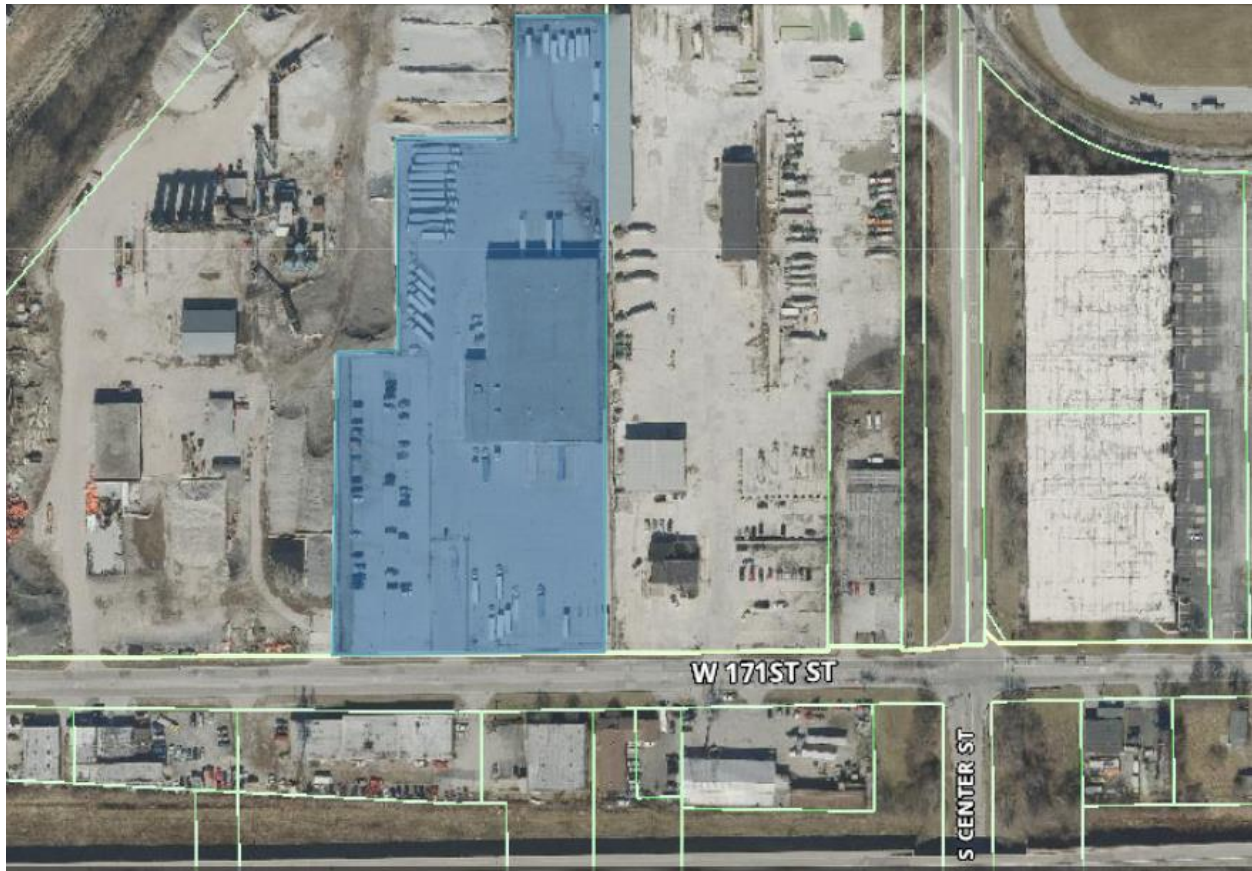


EXHIBIT B
Construction Plan

Scope of Work	Estimated Cost
PHASE 1 <ul style="list-style-type: none">• Concrete repairs• Parking lot repaving	\$748,000
PHASE 2 <ul style="list-style-type: none">• Interior warehouse floor/ slab work	\$29,000
PHASE 3 <ul style="list-style-type: none">• Roof replacement	\$493,000

EXHIBIT C
Construction Schedule

Scope of Work	Schedule
PHASE 1 <ul style="list-style-type: none">• Concrete repairs• Parking lot repaving	July 1, 2023 (Submittal of Building Permit Application)
PHASE 2 <ul style="list-style-type: none">• Interior warehouse floor/slab work	August 1, 2023 (Submittal of Building Permit Application)
PHASE 3 <ul style="list-style-type: none">• Roof replacement	July 1, 2025 (Submittal of Building Permit Application)

EXHIBIT D
Transferee Assumption Agreement

THIS AGREEMENT, made as of this ____ day of _____, 20__, by, between and among **ILPT HARVEY LLC**, a Delaware limited liability corporation (“**the Owner**”), _____ **[TRANSFEREE]** (“**Transferee**”) and the **CITY OF HARVEY**, an Illinois home rule municipal corporation (“**City**”),

WITNESSETH:

WHEREAS, pursuant to that certain [real estate sale contract] [lease] [sublease] dated _____, 20__, the Transferee agreed to [purchase] [lease] [sublease] from the Owner certain real property situated in Cook County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (“**Property**”); and

WHEREAS, following the [conveyance] [lease] [sublease] of the Property by the Owner, the Transferee will be the [legal owner] [lessee] [sublessee] of the Property; and

WHEREAS, as a condition to the conveyance of the Property by the Owner, Owner and the City require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Redevelopment and Class 6b Agreement, dated as of _____, 20__, and recorded in the Office of the Cook County Recorder on _____, 20__, as Document No. _____, by and between the City and owner, as amended from time to time (“**Agreement**”);

NOW, THEREFORE, in consideration of the agreement of the Owner to [convey] [lease] [sublease] the Property to the Transferee and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the City, the Owner and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner.

3. **Assurances of Financial Ability.** Contemporaneously with the Transferee’s execution of this Transferee Assumption Agreement, the Transferee shall, upon the request of the City, provide the City with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the City may, from time to time, require.

4. **Payment of City Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions or dedications required by this Transferee Assumption Agreement, the Agreement or by applicable City codes, ordinances, resolutions, rules or

regulations, the Transferee shall pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. **Acknowledgement and Release of Transferor.** The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Agreement, including all exhibits and attachments thereto, and the City hereby releases the Owner from any personal liability for failure to comply with the terms, requirements and obligations of the Agreement.

[6. Trustee Exculpation. This Agreement is executed by [Bank], not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by [Bank] are undertaken by it solely as Trustee as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of the terms, provisions, stipulations, covenants, conditions and/or statements contained in this Transferee Assumption Agreement. Any such liability shall be asserted instead against [the property contained in Trust Number _____ or the beneficiaries thereof or against] the other signatories hereof or their successors.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF HARVEY, an Illinois home rule municipal corporation

City Clerk

Mayor

ATTEST:

ILPT HARVEY, LLC, a Delaware, limited liability company

Its: _____

Its: _____

ATTEST:

[TRANSFEREE]

Its: _____

Its: _____