

56-0-93

**AN ORDINANCE**

**Approving the Terms and Authorizing a First Amendment  
to the Revised Redevelopment Agreement for the  
Redevelopment of the Main Street Commons Shopping Center**

**WHEREAS**, on July 13, 1992 the City Council of the City of Evanston considered and duly adopted Ordinance 63-0-92 by which it approved the terms and authorized the City Manager to execute a redevelopment agreement for the redevelopment of the Main Street Commons Shopping Center; and,

**WHEREAS**, on October 12, 1992, the City Council of the City of Evanston considered and duly adopted Ordinance 84-0-92 by which it approved the terms and authorized the City Manager to execute a revised redevelopment agreement for the redevelopment of the Main Street Commons Shopping Center; and

**WHEREAS**, the parties to this agreement have determined that it is in the best interest of the redevelopment project to modify certain provisions of this agreement in order to expedite the project; and

**WHEREAS**, the corporate authorities of the City of Evanston have reviewed these modifications and have deemed that it is in the best interests of the people of Evanston to include these modifications in the revised redevelopment agreement for the

redevelopment of the Main Street Commons Shopping Center:

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager be and is hereby authorized and directed to execute a first amendment to the revised redevelopment agreement which is in substantial conformity with the first amendment to the revised redevelopment agreement marked as Exhibit A, attached hereto and incorporated herein by reference, which modifies certain provisions of the redevelopment agreement duly authorized by the City Council pursuant to Ordinances 84-0-92 and 63-0-92.

SECTION 2: Except as modified herein, the provision of Ordinances 84-0-92 and 63-0-92 shall remain in full force and effect.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Introduced: April 26 1993

Adopted: April 26 1993

Introduced: April 26, 1993

Adopted: April 26, 1993

Approved: April 29, 1993

James W. Barr  
Mayor

ATTEST:

Kristen Davis  
City Clerk

Approved as to form:

[Signature]  
Corporation Counsel

**ORDINANCE 56-0-93**

**EXHIBIT A**

**First Amendment to the Revised Redevelopment  
Agreement for the Redevelopment of the  
Main Street Commons Shopping Center**

**April, 1993**

**FIRST AMENDMENT TO  
RESTATED REDEVELOPMENT AGREEMENT  
MAIN STREET COMMONS SHOPPING CENTER**

THIS FIRST AMENDMENT (this "Amendment") is made as of this day of \_\_\_\_\_, 1993 by and among the CITY OF EVANSTON, ILLINOIS, a municipal corporation (the "City"), JOSEPH J. FREED & ASSOCIATES, INC., an Illinois corporation ("Freed"), LASALLE NATIONAL TRUST, N.A., as successor trustee to LaSalle National Bank, not personally but solely as Trustee under Trust No. 107664 dated February 20, 1984 ("Trustee") (Freed and Trustee are hereinafter referred to as the "Developer"), and WAL-MART STORES, INC., a Delaware corporation ("Wal-Mart").

**WITNESSETH:**

WHEREAS, the City, Developer and Wal-Mart have entered into that certain Restated Redevelopment Agreement dated February 10, 1993 (the "Redevelopment Agreement") regarding the redevelopment of the property commonly known as Main Street Commons Shopping Center, Evanston, Illinois; and

WHEREAS, Trustee and Wal-Mart have entered into that certain Real Estate Purchase Agreement dated July 14, 1992, as amended by that certain letter agreement dated January 29, 1993 (collectively, the "Wal-Mart Contract"), with respect to Wal-Mart's acquisition of the Wal-Mart Parcel; and

WHEREAS, Developer and Wal-Mart have completed the acquisition of the Highland Parcel, the Zera Property and the City Land and the acquisition by Wal-Mart of the Wal-Mart Parcel; and

WHEREAS, the parties wish to amend the Redevelopment Agreement as provided herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

1. Except as otherwise specifically provided herein, all defined terms shall have the same meanings as defined in the Redevelopment Agreement.

2. The parties hereto acknowledge and agree that the Wal-Mart Parcel is and shall be the real property described on Exhibit "A" attached hereto and made a part hereof, and that the Remainder Developer Parcel is and shall be the real property described on Exhibit "B" attached hereto and made a part hereof.

3. In Paragraph 2(A)(iv) of the Redevelopment Agreement, the date "June 30, 1993" is hereby deleted and the date "November 15, 1993" is substituted in its place.

4. The parties hereto acknowledge and agree that Developer has assigned to Wal-Mart:

(i) all of Developer's rights and obligations under Paragraph 2A(iv) of the Redevelopment Agreement with respect to all demolition and renovation of improvements on the Wal-Mart Parcel, and with respect to the demolition and renovation of those portions of the Remainder Developer Parcel which are to be used for parking, as indicated on the Center Improvements Site Plan attached as Exhibit "D" hereto.

(ii) all of Freed's rights and obligations under that certain Indemnification Agreement dated April 22, 1992 executed by Freed in favor of the City pursuant to the terms of the Redevelopment Agreement;

(iii) all of Developer's rights and obligations to acquire the Scrap Yard Parcel, including without limitation all of Developer's rights under Paragraphs 4B and 4C of the Redevelopment Agreement;

(iv) all of Trustee's rights and obligations under that certain Contract for Purchase and Sale of Real Estate dated July 10, 1992 by and between Trustee, Joseph Kujawinski and American National Bank and Trust Company of Waukegan, as Trustee under Trust No. 2340, regarding the Scrap Yard Annex, as well as all of Developer's rights under Paragraphs 4B and 4C of the Redevelopment Agreement with respect to the Scrap Yard Annex; and

(v) all of Developer's rights and obligations under Paragraph 4B and Paragraph 6 of the Redevelopment Agreement, as revised pursuant to Paragraph 7 of this Amendment, with respect to that portion of the annual payments of up to \$75,000.00 per year owed to Developer under said Paragraphs, as revised pursuant to Paragraph 7 hereunder, up to an aggregate maximum of \$750,000.00, which are attributable to the acquisition and acquisition-related costs and expenses incurred regarding the Scrap Yard Parcel and Scrap Yard Annex.

The City covenants and agrees that it shall look solely to Wal-Mart for the performance of all of Developer's and/or Freed's obligations with respect to each of the foregoing items, and Wal-

Mart hereby agrees to assume all of Developer's and/or Freed's obligations thereunder.

5. The Center Improvements Site Plan attached as Exhibit "D" to the Redevelopment Agreement is hereby deleted, and the Center Improvements Site Plan attached hereto as Exhibit "D" is hereby inserted in its place.

6. In the event that at or prior to the Real Estate Closing, the City has not paid to Developer the entire Two Million Dollars (\$2,000,000.00) available under Paragraph 4A and Paragraph 5 of the Redevelopment Agreement for reimbursement of Eligible Project Costs, Developer shall have the option, to be exercised at any time on or before one hundred eighty (180) days after the Real Estate Closing, to assign to Wal-Mart the right to receive the balance of said \$2,000,000.00. Wal-Mart shall perform all work which qualifies as Eligible Project Costs, and shall apply to the City for reimbursement in an amount equal to such balance due, in accordance with the requirements of Paragraph 5 of the Redevelopment Agreement.

7. (a) The parties acknowledge and agree that Paragraph 6 of the Redevelopment Agreement is hereby revised to provide that the annual payments of up to \$75,000.00 per year shall continue until the first to occur of: (i) a total payment to Developer of \$750,000.00 or such lesser amount equal to the sum of (1) all costs and expenses incurred by Developer in performing any and all environmental remediation procedures regarding the Zera Property, including without limitation the sum of \$164,469.50 incurred by Developer at the acquisition of the Zera Property and all post-closing costs incurred by Developer in removing the remaining underground storage tank from the Zera Property, and (2) the total acquisition and acquisition-related costs paid in connection with the Scrap Yard Parcel and the Scrap Yard Annex (including all costs incurred in connection with any attempts to acquire either or both of said properties), including without limitation all environmental testing costs, attorney's fees and rental payments, regardless of whether such costs and expenses are incurred pursuant to the terms of the Indemnification Agreement or otherwise, and regardless of whether such costs and expenses have previously been incurred or are incurred subsequent to the date hereof; or (ii) the expiration of a twenty (20) year period commencing on January 1, 1993 and ending on December 31, 2012. All payments owed to Developer under said Paragraph 6 shall be applied first to reimburse Developer for all costs and expenses incurred by Developer in connection with the environmental remediation procedures regarding the Zera Property until Developer has been fully reimbursed for said costs and expenses, and the remainder of said payments shall be applied to reimburse Developer for all acquisition and acquisition-related costs and expenses incurred by Developer regarding the Scrap Yard Parcel and the Scrap Yard Annex. The parties further acknowledge and agree that all references to said payments contained in the

Redevelopment Agreement shall be deemed to incorporate the foregoing provisions regarding said annual payments.

(b) Although Developer has authorized the City to terminate the eminent domain proceedings regarding the acquisition of the Scrap Yard Parcel and the Scrap Yard Annex, it is the intention of the parties that in the event Wal-Mart desires to increase the number of parking spaces available for customers of the Center, Wal-Mart may request the City to renew appropriate legal proceedings to acquire the Scrap Yard Parcel and/or the Scrap Yard Annex, and that in such event the City shall cooperate with Wal-Mart's efforts to acquire the Scrap Yard Parcel and/or the Scrap Yard Annex. All such efforts shall be undertaken pursuant to the same terms and conditions as set forth in the Redevelopment Agreement and the Indemnification Agreement, and Wal-Mart and the City shall execute and deliver all appropriate documentation evidencing and confirming said rights and obligations as a condition to the City's obligation to renew said legal proceedings.

8. The parties acknowledge and agree that Developer has assigned to Wal-Mart all of Developer's rights to receive that portion of the payments owed by the City of Evanston to Developer under Paragraph 6 of the Redevelopment Agreement which are attributable to the acquisition and acquisition-related costs and expenses incurred regarding the Scrap Yard Parcel and the Scrap Yard Annex as described in Paragraph 7(a)(i)(2) of this Amendment.

9. In the Schedule of Eligible Project Costs attached as Exhibit F to the Redevelopment Agreement, the cost of the Zera Land is hereby increased from "\$1,461,269.00" to "\$1,461,500.00," and the cost of the Other Eligible Project Costs is decreased from "\$338,058.00" to "\$337,827.00."

10. Except as otherwise provided in this Amendment, all of the terms and conditions set forth in the Redevelopment Agreement are hereby confirmed and shall remain in full force and effect.

11. This Amendment shall be signed last by the City and the City Manager shall affix the date on which he signs and approves this Amendment on the first page hereof, which date shall be the effective date of this Amendment.

12. This Amendment is executed by LaSalle National Trust, N.A., not personally, but as Trustee as aforesaid, and the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to perform any covenant, representation, agreement or condition, either express or implied, herein contained, or with regard to any warranty contained in this Amendment, all such liability, if any, being expressly waived by



the other parties hereto and by every other person now or hereafter claiming any right hereunder.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF EVANSTON, an Illinois municipal corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

JOSEPH J. FREED & ASSOCIATES, INC., an Illinois corporation

By: \_\_\_\_\_  
Its President

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

LASALLE NATIONAL TRUST, N.A., not personally, but solely as Trustee under Trust No. 107664

By: \_\_\_\_\_  
Its: \_\_\_\_\_

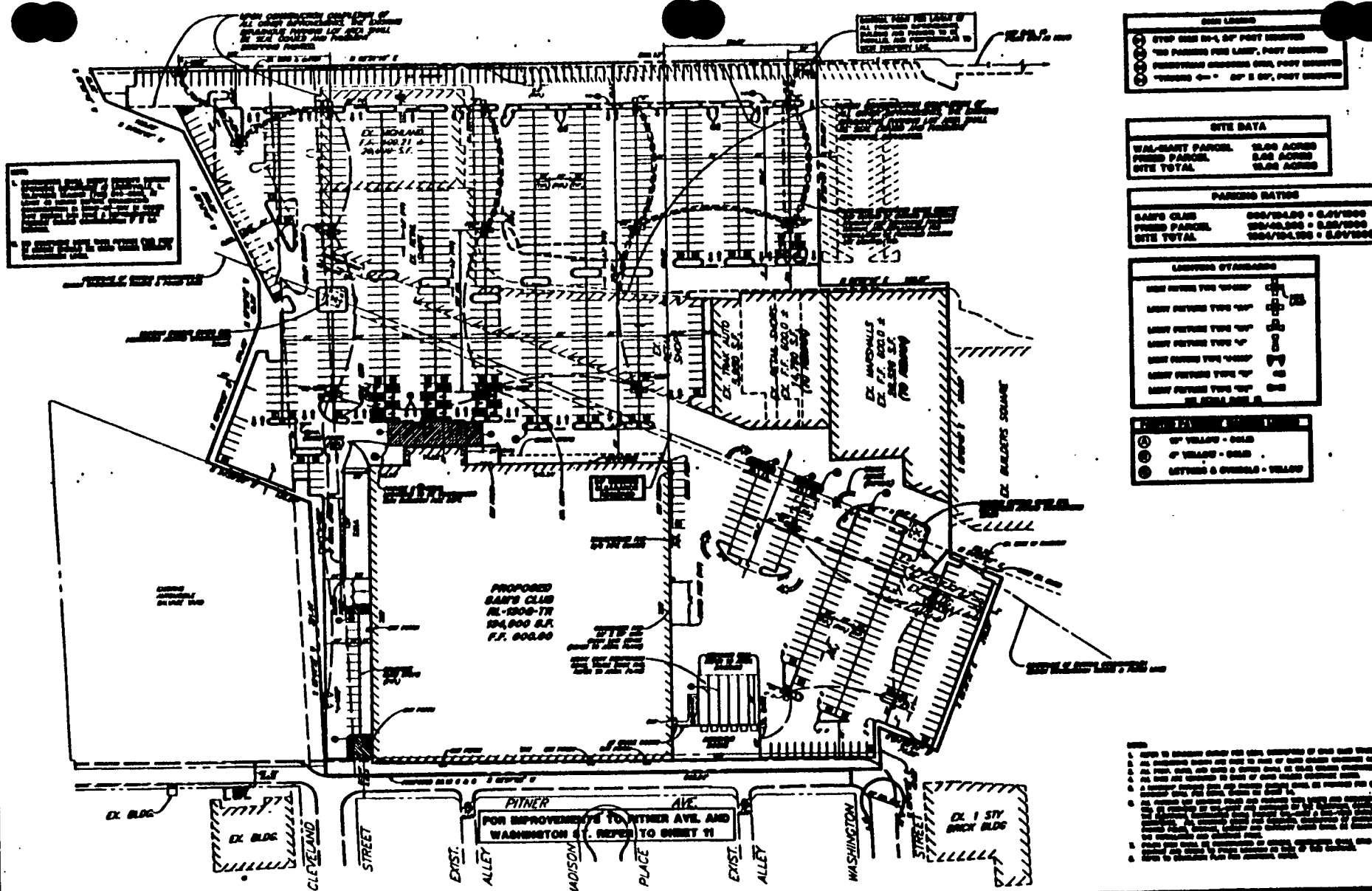
Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

WAL-MART STORES, INC., a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

pem.21  
freed.amd  
020893



**NOTE LEGEND**

- STEP SIDE 24" x 24" POST EMBEDDED
- TO PARKING FOR LAKE, POST EMBEDDED
- PERMANENT ANCHORS ONE, POST EMBEDDED
- "THROUGH" 2" x 2" 24" x 24" POST EMBEDDED

**SITE DATA**

WAL-MART PARCEL 2.600 ACRES  
 OTHER PARCEL 2.820 ACRES  
**SITE TOTAL 5.420 ACRES**

**PARKING RATIOS**

SAMP'S CLUB 600/10,000 + 2,500/1000  
 OTHER PARCEL 100/40,000 + 2,500/1000  
**SITE TOTAL 100/10,000 + 2,500/1000**

**LANDSCAPE STANDARDS**

- NEW TREES 2" x 2" 10'
- NEW TREES 2" x 2" 12'
- NEW TREES 2" x 2" 14'
- NEW TREES 2" x 2" 16'
- NEW TREES 2" x 2" 18'
- NEW TREES 2" x 2" 20'
- NEW TREES 2" x 2" 22'

**LEGEND**

- 2" x 2" VILLAGE - SOLD
- 4" VILLAGE - SOLD
- 6" VILLAGE - VILLAGE

- 1. THIS IS A PRELIMINARY SITE PLAN AND THE INFORMATION CONTAINED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE AND WITHOUT LIABILITY TO THE ENGINEER.
- 2. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND HAS BEEN ADVISED BY THE CITY ENGINEER THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE.
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**MANHARD CONSULTING LTD.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 600 SPANGLERS PARKWAY, WILSON, N.C. 27157 (704) 264-2222

DATE	DESCRIPTION

CITY OF EVANSTON  
 SAMP'S CLUB  
 SITE PLAN