

CALL FOR SPECIAL MEETING

The President for the Village of Steger, Illinois hereby issues this call for the purpose of requiring that a Special Meeting be held on Monday, March 09, 2019 at 7:00 p.m. at the Village Hall to consider the matters on the attached Agenda.

In accordance with the foregoing, the Village Clerk or Village staff are hereby required to cause the attached Notice to be served upon the Village President and all Trustees.

A handwritten signature in blue ink, appearing to read 'M A Peterson, Jr.', is written over a horizontal line.

Kenneth A. Peterson, Jr., Village President

Notice is hereby given on this 6th day of March, 2020, that the Board of Trustees for the Village of Steger will conduct a special meeting on March 09, 2020, at 7:00 p.m. The meeting will be held at the Steger Village Hall, located 3320 Lewis Avenue in the Village of Steger, Illinois. The purpose of this meeting is to consider those items set forth on the agenda for this special meeting, which shall be posted with this public notice. Individuals with disabilities planning on attending the public hearing and who require certain accommodations in order to allow them to observe and participate or who have questions regarding the accessibility of the meeting facilities are requested to contact the Village Clerk.

VILLAGE OF
STEGER
BOARD OF TRUSTEES
SPECIAL
MEETING AGENDA
3320 Lewis Avenue, Steger IL 60475

Monday, March 09, 2020 7:00pm

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. PUBLIC COMMENT

D. NEW BUSINESS:

RESOLUTION NO. 1141

**A RESOLUTION AUTHORIZING AND APPROVING
A CERTAIN LETTER OF INTENT WITH GREEN
OPS, LLC FOR THE VILLAGE OF STEGER
ILLINOIS.**

RESOLUTION NO 1142

**A RESOLUTION AUTHORIZING AND APPROVING
A CERTAIN LETTER OF INTENT WITH NOBO INC.
FOR THE VILLAGE OF STEGER ILLINOIS.**

RESOLUTON NO. 1143

**A RESOLUTION AUTHORIZING AND APPROVING
A CERTAIN LETTER OF INTENT WITH HERBAN
FLOWERS, LLC FOR THE VILLAGE OF STEGER
ILLINOIS.**

RESOLUTION NO. 1144

**A RESOLUTION AUTHORIZING AND APPROVING
A CERTAIN LETTER OF INTENT WITH IMPACT,
LLC FOR THE VILLAGE OF STEGER, ILLINOIS**

E. ADJOURNMENT

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

RESOLUTION NO. 1141

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
)
)
)

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN LETTER
OF INTENT WITH GREENOPS, LLC FOR THE VILLAGE OF STEGER,
ILLINOIS.**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village is the owner of certain real property located at 3247 Lewis Street, Steger, Illinois (PIN: 32-33-409-024-0000) (the "Property"); and

WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), the Village has the power to lease the Property for any term not exceeding ninety-nine (99) years, and to convey the Property when, in the opinion of the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities"), the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, the Corporate Authorities are of the opinion that the

Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, GreenOps, LLC ("GreenOps") is interested in locating certain business operations at the Property; and

WHEREAS, there exists a certain letter of intent, a copy of which is attached hereto as Exhibit A, which sets forth certain non-binding provisions and certain binding provisions with respect to GreenOps' possible acquisition of the Property from the Village (the "LOI"); and

WHEREAS, execution of the LOI does not authorize the transfer of the Property to GreenOps and the LOI shall be freely terminable by the Village; and

WHEREAS, the non-binding provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation on the part of, the Village or GreenOps, and neither the Village nor GreenOps shall have any liability to the other with respect to the non-binding provisions until a real estate purchase agreement or lease agreement is executed and delivered by and between the Village and GreenOps; and

WHEREAS, based on the foregoing and in order to ensure the health, safety and welfare of the Village and its residents, the Corporate Authorities have determined that it is advisable and in the best interests of the Village and its residents to execute the LOI; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village

making such insertions, omissions and changes as shall be approved by the President and the Attorney; and

WHEREAS, in order to sell or lease the Property to GreenOps, a future ordinance approving the sale or lease will need to be passed by a vote of three-fourths of the Corporate Authorities;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

ARTICLE I. IN GENERAL

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to execute the LOI and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

SECTION 3: Authorization.

That the Village Board approves the LOI. The Village Board further

authorizes and directs the President or his designee to enter into and approve the LOI, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes and directs the President or his designee to execute the LOI with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the LOI and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Board, notwithstanding any conflicting language in this Resolution, the LOI, any exhibit to the aforesaid or any other document related to the transaction contemplated herein, further authorizes the President or his designee, the Village Administrator and the Attorney to (as applicable) revise the LOI and negotiate certain terms and enter into collateral documents necessary to ensure binding obligations including, but not limited to: (i) the purchase price or rent amount and other non-binding terms set forth in the LOI, (ii) a purchase and sale agreement for the sale of the Property or a lease agreement for the leasing of the Property, (iii) a host agreement governing the relationship between the parties, and (iv) the imposition and collection of necessary impact fees. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: Publication.

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED this ____ day of _____, 2020.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____, 2020.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

**LETTER OF INTENT
TO PURCHASE PROPERTY AT**

DATED March 3rd, 2020

Via E-Mail Delivery:

March 3rd
-----, 2020

To: Mary Jo Seehausen, Village Administrator, Village of Steger

Re: **Letter of Intent to Purchase Property at** 3247 Lewis St Steger, IL 60475

Dear MaryJo:

This Letter of Intent identifies the terms proposed by Purchaser for the purchase of your property (the "Real Estate" or "Property") at the location referenced above. The following are the terms and conditions that Purchaser is offering:

Purchaser:	GreenOps, LLC
Seller:	Village of Steger, Illinois
Property:	The real property consisting of approximately <u>1</u> acres, located <u>3247 Lewis St Steger</u> , <u>Cook</u> County, Illinois (PIN: _____), as depicted on the attached Exhibit "A", and more accurately identified by its legal description therein.
Use:	Development, construction, and operation of a <i>Craft Grower</i> facility, operated by an organization or business that is licensed by the Illinois Department of Agriculture ("IDOA") to cultivate, dry, cure, and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, as further defined in the Cannabis Regulations and Tax Act (410 ILCS 705).
Purchase Price:	Purchaser shall pay Seller an amount equal to <u>TBD</u> Dollars (\$ <u>TBD</u> .00).

Earnest Money:	Purchaser will deposit <u>TBD</u> Dollars (\$ <u>TBD</u> .00) within <u>TBD</u> days of full execution of the Real Estate Contract to be credited towards the Purchase Price at Closing with the title insurance company that will issue Purchaser's title insurance policy and act as the escrow agent.
Right to Enter:	Seller grants to Purchaser, its agents and contractors the right to enter on the Premises to conduct inspections, soil tests, and/or surveys at Purchaser's own cost and expense.
Contingency:	Purchaser's ability to lawfully use the Property for the above intended Use is a condition precedent to the Purchase. Should applicable county or city regulations or zoning laws or any restrictions not permit or allow Purchaser's Use, then the purchase agreement shall be deemed Null and Void and shall have no further effect.
Financing:	
Plat of Subdivision:	Seller shall deliver the Property as one platted subdivided lot which shall be a Closing Condition as further delineated below.
Utilities:	Seller represents that all utilities are located in the public right-of-way or within five feet (5') inside the property line of the Property. If any utilities (water, sanitary sewer, storm sewer, electric, gas, phone and/or cable) are not located as set forth above or are not available or adequate, Seller agrees to extend the utilities meeting Purchaser's specifications to a location designated by Purchaser inside the property line of the Property prior to Closing.
Seller's Work:	Property will be purchased in "As-Is" condition.
Closing Conditions:	The Real Estate Contract will be conditioned upon Purchaser being able to obtain and satisfy the following conditions in Purchaser's sole and absolute discretion within <u>TBD</u> months after the opening of escrow (the "Due Diligence Period");

	<ul style="list-style-type: none"> a) all permits and approvals for Purchaser's development; b) available and adequate utility services; c) acceptable environmental assessment(s); d) acceptable soil tests; e) acceptable topographical survey; f) adequate ingress and egress; g) clear title and survey; h) any required development agreements for the intended use; i) any required easements from any adjoining fee owner; j) evidence of a platted lot suitable for Purchaser's development; k) fee simple title unencumbered by any leases or occupants; and, l) any other matters discovered by Purchaser in due diligence.
Closing:	<p>Closing shall occur <u>TBD</u> days after expiration of the Due Diligence Period provided that the Closing Conditions are met. If the Closing Conditions are not met, then Purchaser shall be able to extend the Closing for up to <u>TBD</u> days provided that Purchaser is pursuing such Closing conditions.</p>
Environmental:	<p>Seller will deliver to Purchaser a current written Phase I / Phase II Environmental Assessment of the Property. Seller represents and warrants that the Premises are free of asbestos and other hazardous substances. Seller will be responsible for all environmental remediation, if any is required on the Premises.</p>
Closing Costs:	<p>Purchaser will pay the cost of recording the closing documents.</p> <p>Purchaser will pay the costs to obtain title insurance.</p> <p>Seller will pay transfer or conveyance taxes as provided by local law.</p> <p>The cost of escrow will be divided equally between Purchaser and Seller.</p>

Additional Provisions:	To be determined.

The undersigned acknowledges that this letter is subject to the execution of the Real Estate Contract on Purchaser's form containing the above terms and conditions and other material terms which are not inconsistent with the terms in this letter. THIS LETTER IS NOT A CONTRACT BETWEEN THE PARTIES. The parties agree that this letter is non-binding and that they will be bound only by the terms of the Contract which has been fully executed and delivered by both parties. If the parties have not, after using best efforts, executed the Real Estate Contract within TBD days from the date this letter is approved by Seller, this letter shall be deemed null and void.

Approved this 3rd day of March, 2020

SELLER:

By: _____

Mitch Anderson

(Name)

Mitchell Anderson

3/3/2020

(Title)

Principal Officer, GreenOps LLC

EXHIBIT A & A-1
PROPERTY
LEGAL DESCRIPTION

RESOLUTION NO. 1142

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
)
)
)

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN LETTER
OF INTENT WITH NOBO, INC. FOR THE VILLAGE OF STEGER, ILLINOIS.**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village is the owner of certain real property located at 670 East Sauk Trail, Steger, Illinois (PIN: 32-34-200-000-700) (the "Property"); and

WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), the Village has the power to lease the Property for any term not exceeding ninety-nine (99) years, and to convey the Property when, in the opinion of the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities"), the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, NOBO, Inc. ("NOBO") is interested in locating certain business operations at the Property; and

WHEREAS, there exists a certain letter of intent, a copy of which is attached hereto as Exhibit A, which sets forth certain non-binding provisions and certain binding provisions with respect to NOBO's possible acquisition of the Property from the Village (the "LOI"); and

WHEREAS, execution of the LOI does not authorize the transfer of the Property to NOBO and the LOI shall be freely terminable by the Village; and

WHEREAS, the non-binding provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation on the part of, the Village or NOBO, and neither the Village nor NOBO shall have any liability to the other with respect to the non-binding provisions until a real estate purchase agreement or lease agreement is executed and delivered by and between the Village and NOBO; and

WHEREAS, based on the foregoing and in order to ensure the health, safety and welfare of the Village and its residents, the Corporate Authorities have determined that it is advisable and in the best interests of the Village and its residents to execute the LOI; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village

making such insertions, omissions and changes as shall be approved by the President and the Attorney; and

WHEREAS, in order to sell or lease the Property to NOBO, a future ordinance approving the sale or lease will need to be passed by a vote three-fourths of the Corporate Authorities;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

ARTICLE I. IN GENERAL

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolutions is to authorize the President or his designee to execute the LOI and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

SECTION 3: Authorization.

That the Village Board approves the LOI. The Village Board further

authorizes and directs the President or his designee to enter into and approve the LOI, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes and directs the President or his designee to execute the LOI with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the LOI and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Board, notwithstanding any conflicting language in this Resolution, the LOI, any exhibit to the aforesaid or any other document related to the transaction contemplated herein, further authorizes the President or his designee, the Village Administrator and the Attorney to (as applicable) revise the LOI and negotiate certain terms and enter into collateral documents necessary to ensure binding obligations including, but not limited to: (i) the purchase price or rent amount and other non-binding terms set forth in the LOI, (ii) a purchase and sale agreement for the sale of the Property or a lease agreement for the leasing of the Property, (iii) a host agreement governing the relationship between the parties, and (iv) the imposition and collection of necessary impact fees. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Resolution and shall take

all action necessary in conformity therewith.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: Publication.

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

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PASSED this ____ day of _____, 2020.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____, 2020.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

**LETTER OF INTENT TO PURCHASE
COMMERCIAL REAL ESTATE**

This Contract is Intended to be a Binding Real Estate Contract

Date: March 2, 2020

BUYER: NOBO, INC.
1265 Yellow Pine Ave.
Boulder, CO 80304

SELLER: VILLAGE OF STEGER
3320 Lewis Street
Steger, IL 60475

Buyer's Broker is _____

Seller's Broker is N/A

☐ Individual ☒ Corporation ☐ LLC ☐ Partnership
☐ Trust ☐ Other _____

☐ Individual ☐ Corporation ☐ LLC ☐ Partnership
☐ Trust ☒ Other Village Municipal Corp.

This Letter of Intent ("LOI") sets forth certain non-binding provisions and certain binding provisions between Buyer and Seller with respect to the possible acquisition of commercial real estate commonly known as _____ ("Premises").

This LOI will remain open for execution by the other party until July 4, 2020, provided however, that the party submitting this LOI may withdraw this LOI, in writing, at any time prior to the other party's execution.

NON-BINDING PROVISIONS

Upon execution by Buyer and Seller of this LOI, the following numbered paragraphs (collectively, "Non-Binding Provisions") reflect only the general understanding of the matters described in them, and each party acknowledges that the Non-Binding Provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation on the part of, Seller or Buyer; and neither Seller nor Buyer shall have any liability to the other with respect to the Non-Binding Provisions until a Real Estate Purchase Contract ("Contract") is executed and delivered by and between them. If a Contract is not prepared, authorized, executed, and delivered for any reason, no party to this LOI shall have any liability to any other party to this LOI based upon, arising from, or relating to the Non-Binding Provisions.

1. Basic Transaction. On the terms and subject to the provisions to be set forth in the Contract to be negotiated and entered into by the parties, Buyer would purchase the Premises from Seller.
2. Purchase Price and Earnest Money.
 - (A) _____ Buyer would pay _____ (\$) Dollars for the Premises.
 - (B) _____ Buyer would pay _____ (\$) Dollars as earnest money upon execution of the Contract.
3. Proposed Closing. If a Contract is entered into between Buyer and Seller, the parties intend that the proposed transaction would be consummated on or before ("Closing").
4. Initial Drafting. The initial draft of the Contract shall be prepared by the attorney for the Seller.
5. Contract. The Contract would contain the usual and customary conditions of those typically found in commercial real estate contracts in the Chicago, Illinois area for real property of a similar nature. In addition, the contract would contain the following additional provisions.
 - A. Title Insurance and Deed. Seller, at Seller's sole expense, would provide to Buyer a standard ALTA commitment for title insurance in the amount of the purchase price. Additional endorsements to, and extended coverage, of the commitment and the type of deed would be as negotiated between Seller and Buyer in the Contract. Seller and Buyer shall execute all real estate transfer tax declarations and real estate transfer tax shall be paid as set forth in the Contract.
 - B. Payment of real estate commission. The real estate commission would be paid by Buyer. If the Premises is not currently listed in the MLS / CMLS, then _____ shall pay a sale commission of _____ % of the gross sale price to the Seller's Broker who shall pay Buyer's Broker, _____ % thereof.
 - C. Environmental Inspections. The environmental inspection(s) shall be at expense of the Buyer and would be completed no later than _____ days after execution of the Contract.

- D. Other General Physical Inspection of the Premises. A general physical inspection of the Premises would be at the expense of Buyer and would be completed no later than _____ days after execution of the Contract.
- E. Appraisal. The appraisal would be at the expense of Buyer and would be completed no later than _____ days after execution of the Contract.
- F. Financing. Buyer would have _____ days after execution of the Contract to obtain financing for the purchase of the Premises on terms and conditions acceptable to Buyer.
- G. Personal Property Included in the Purchase. N/A
- H. American Land Title Association ("ALTA") Survey. The ALTA survey would be obtained by Buyer at Seller's expense and would be completed no later than _____ days after execution of the Contract. mbm
- I. Zoning and Land Use. Any rezoning and land use issues would be resolved at the expense of Buyer and shall either be resolved not later than _____ days after execution of the Contract or the Contract shall provide for a contingency and contingency period in which time the parties shall seek to obtain rezoning of the Premises as _____; and each party shall agree to cooperate with the other party's rezoning efforts.
- J. Review of Leases, Service Contracts, and Other Agreements. Seller shall produce copies of all leases, service contracts, and other agreements relating to the Premises, and Buyer shall have a period of _____ days to review and either approve or disapprove same.
- K. Assignment of Leases, Security Deposits, Service Contracts, and Other Agreements, if any. Subject to Buyer's approval pursuant to the review afforded by Paragraph 5.J above, at Closing Seller shall assign all leases, security deposits, services, contracts and other agreements relating to the Premises to Buyer and Buyer shall assume same.
- L. Proration of Taxes, Rentals, Assessments, Service Contracts, Utilities and Other Recurring Obligations (collectively "Property Expenses"). All Property Expenses shall be prorated as of date of Closing as set forth in the Contract.
- M. Condition of Premises.
- _____ ☒ a) "As-Is" condition as of the date of Buyer's final inspection prior to the execution of the Contract, with no warranties expressed or implied.
- _____ b) "As-Is" condition as of Buyer's final inspection prior to execution of the Contract, except Seller would provide the following warranty(s), with the specific language of such warranty(s) to be negotiated between Seller and Buyer in the Contract.
- _____
- N. Other: This LOI is terminable in accordance with paragraph F, converted to a lease upon mutual assent of the parties and subject to a host agreement.
In any event, final completion of any other due diligence and/or contingencies on behalf of Buyer would be completed not later than July 4, 2020

BINDING PROVISIONS

Upon execution by Buyer and Seller of this LOI, the following lettered paragraphs (collectively, "Binding Provisions") will constitute the legally binding and enforceable agreement of Buyer and Seller (in recognition of the significant costs to be borne by all parties in pursuing this proposed transaction and in further consideration of their mutual undertakings as to the matters described herein).

- A. Reasonable Efforts. Buyer and Seller will negotiate in good faith and use their reasonable efforts to arrive at a mutually acceptable Contract for approval, execution, and delivery on or before the termination date set forth in Paragraph F (ii) hereof.
- B. Confidentiality. In the event of that negotiations are terminated, each party will promptly deliver to the other party and will not retain any documents, work papers and other materials (and any reproductions thereof) obtained by each party or on its behalf from the other party as a result of this LOI or in connection therewith, whether

so obtained before or after the execution hereof, and will not use any non-public information so obtained and will use its reasonable efforts to keep such information confidential unless disclosure is required by law. Neither Seller nor Buyer may disclose the existence or status of this LOI or negotiations of the Contract to any party other than Seller or Buyer's attorney, broker, lender, and other advisors relating to the purchase and sale of the premises unless disclosure is required by law.

C. Exclusive Dealings.

Until the Contract has been duly executed and delivered by all the parties or until the Binding Provisions have been terminated pursuant to Paragraph F below, whichever occurs sooner: ~~(i) Seller will not enter into any negotiations, discussions, agreements or understandings for the purpose of selling or exchanging the Premises to any other person or entity; and (ii) Buyer will not enter into any negotiations, discussions, agreements or understandings for the purpose of buying or exchanging any real property other than the Premises to be used by Buyer for the purpose for which Buyer seeks to purchase the Premises.~~ The foregoing precludes the Premises remaining in the MLS / CMLS system while this provision remains in effect. ✓

D. Broker.

It is acknowledged by the parties that the brokers or salespersons designated above have participated in the transaction by acting as agent for the parties during their negotiations.

E. Costs.

Buyer and Seller will each be responsible for and bear all of their own respective costs and expenses, including without limitation, expenses of their legal counsels, accountants, representatives, and other advisors (other than the parties' brokers) incurred at any time in connection with this LOI.

F. Termination.

The Binding Provisions of this LOI may be terminated: (i) at any time by mutual written consent of Buyer and Seller; or (ii) upon written notice by any party to the other party if the Contract has not been executed and delivered by all parties by 7/4/2020; ~~provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination.~~ Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder, except as stated in Paragraphs B and E of these Binding Provisions, which shall survive any such termination. ✓

G. Non-Discrimination.

The parties understand and agree it is illegal for either party to refuse to display, lease, or sell seller's Premises to any person on the basis of race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, military status, unfavorable discharge from military service, sexual orientation, or any other class protected by Article 3 of the Illinois Human Rights Act. The parties agree to comply with all applicable federal, state and local fair housing laws.

BUYER:_____
Buyer's Signature_____
Printed Name_____
Street Address_____
City, State and Zip_____
Telephone #_____
Fax #_____
E-Mail_____
Buyer's Attorney_____
Address_____
Telephone #_____
Fax #_____
E-Mail_____
Broker/Agent_____
Address_____
Telephone #_____
Fax #_____
E-Mail**SELLER:**_____
Seller's Signature_____
Printed Name_____
Street Address_____
City, State and Zip_____
Telephone #_____
Fax #_____
E-Mail_____
Seller's Attorney_____
Address_____
Telephone #_____
Fax #_____
E-Mail_____
Listing Broker/Agent_____
Address_____
Telephone #_____
Fax #_____
E-Mail

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION.

Exhibit O: Notice of Proper Zoning

This Exhibit contains two parts: one to be completed by the Applicant, and one to be completed by the local zoning authority. Both parts must be completed. Applicant must submit a copy of the zoning ordinance or regulation with this Exhibit.

To be completed by Applicant:

I, KWB ONE FIVE, LLC, am filing an application with the Illinois Department of Agriculture to obtain a permit to operate as a CRAFT GROWER FACILITY. The street address of the proposed facility location is: 670 East Sauk Trail, located in the Cook County, City/Village of Steger, zip code 60475.

Applicant Signature: _____ Date: _____

To be completed by Zoning Authority or Local Government:

_____, Zoning Office/Department of _____
_____, City/Town/County, hereby affirms that the location identified in the Street Address above is:

- ☐ IN COMPLIANCE with currently enacted local zoning laws and regulations to operate a Craft Grower Facility
- ☐ has applied for local zoning approval to operate a Craft Grower Facility
- ☐ has no applicable, currently enacted zoning regulations in effect at this time

Title of Authorized Zoning Representative _____

Printed Name _____

Telephone Number and email address _____

Signature _____

Date _____

RESOLUTION NO. 1143

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
)
)
)

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN LETTER
OF INTENT WITH HERBAN FLOWERS, LLC FOR THE VILLAGE OF
STEGER, ILLINOIS.**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village is the owner of certain real property located at 1655 W. 235th Street, Steger, Illinois (PIN: 23-15-06-203-047-0000) (the "Property"); and

WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), the Village has the power to lease the Property for any term not exceeding ninety-nine (99) years, and to convey the Property when, in the opinion of the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities"), the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, the Corporate Authorities are of the opinion that the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, Herban Flowers, LLC ("Herban Flowers") is interested in locating certain business operations at the Property; and

WHEREAS, there exists a certain letter of intent, a copy of which is attached hereto as Exhibit A, which sets forth certain non-binding provisions and certain binding provisions with respect to Herban Flowers' possible acquisition of the Property from the Village (the "LOI"); and

WHEREAS, execution of the LOI does not authorize the transfer of the Property to Herban Flowers and the LOI shall be freely terminable by the Village; and

WHEREAS, the non-binding provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation on the part of, the Village or Herban Flowers, and neither the Village nor Herban Flowers shall have any liability to the other with respect to the non-binding provisions until a real estate purchase agreement or lease agreement is executed and delivered by and between the Village and Herban Flowers; and

WHEREAS, based on the foregoing and in order to ensure the health, safety and welfare of the Village and its residents, the Corporate Authorities have determined that it is advisable and in the best interests of the Village and its residents to execute the LOI; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney; and

WHEREAS, in order to sell or lease the Property to Herban Flowers, a future ordinance approving the sale or lease will need to be passed by a vote of three-fourths of the Corporate Authorities;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

ARTICLE I. IN GENERAL

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to execute the LOI and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

SECTION 3: Authorization.

That the Village Board approves the LOI. The Village Board further authorizes and directs the President or his designee to enter into and approve the LOI, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes and directs the President or his designee to execute the LOI with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the LOI and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Board, notwithstanding any conflicting language in this Resolution, the LOI, any exhibit to the aforesaid or any other document related to the transaction contemplated herein, further authorizes the President or his designee, the Village Administrator and the Attorney to (as applicable) revise the LOI and negotiate certain terms and enter into collateral documents necessary to ensure binding obligations including, but not limited to: (i) the purchase price or rent amount and other non-binding terms set forth in the LOI, (ii) a purchase and sale agreement for the sale of the Property or a lease agreement for the leasing of the Property, (iii) a host agreement governing the relationship between the parties, and (iv) the imposition and collection of

necessary impact fees. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: Publication.

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED this ____ day of _____, 2020.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____, 2020.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

LETTER OF INTENT
TO PURCHASE PROPERTY AT
1655 W. 235th St, Steger, IL 60475 (235th St & Kings Rd

DATED _____, 2020

Via E-Mail Delivery:

_____, 2020

To:

Re: Letter of Intent to Purchase Property at 1655 W. 235th St, Steger, IL 60475 (235th St & Kings Rd

Dear Village of Steger

This Letter of Intent identifies the terms proposed by Purchaser for the purchase of your property (the "Real Estate" or "Property") at the location referenced above. The following are the terms and conditions that Purchaser is offering:

Purchaser:	Herban Flowers, LLC
Seller:	
Property:	The real property consisting of approximately _____ acres, located _____, _____ County, Illinois (PIN: _____), as depicted on the attached Exhibit "A", and more accurately identified by its legal description therein.
Use:	Development, construction, and operation of a <i>Craft Grower, Infuser, and Transporter</i> facility, operated by an organization or business that is licensed by the Illinois Department of Agriculture ("IDOA") to cultivate, dry, cure, and package cannabis, to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program and perform other necessary activities to make cannabis available for sale at a

	dispensing organization or use at a processing organization, as further defined in the Cannabis Regulations and Tax Act (410 ILCS 705).
Purchase Price:	Purchaser shall pay Seller an amount equal to _____ Dollars (\$_____.00).
Earnest Money:	Purchaser will deposit <u>Five Thousand</u> Dollars (\$ 5000.00) within <u>30</u> days of full execution of the Real Estate Contract to be credited towards the Purchase Price at Closing with the title insurance company that will issue Purchaser's title insurance policy and act as the escrow agent.
Right to Enter:	Seller grants to Purchaser, its agents and contractors the right to enter on the Premises to conduct inspections, soil tests, and/or surveys at Purchaser's own cost and expense.
Contingency:	Purchaser's ability to lawfully use the Property for the above intended Use is a condition precedent to the Purchase. Should applicable county or city regulations or zoning laws or any restrictions not permit or allow Purchaser's Use, then the purchase agreement shall be deemed Null and Void and shall have no further effect.
Financing:	Cash
Plat of Subdivision:	Seller shall deliver the Property as one platted subdivided lot which shall be a Closing Condition as further delineated below.
Utilities:	Seller represents that all utilities are located in the public right-of-way or within five feet (5') inside the property line of the Property. If any utilities (water, sanitary sewer, storm sewer, electric, gas, phone and/or cable) are not located as set forth above or are not available or adequate, Seller agrees to extend the utilities meeting Purchaser's specifications to a location designated by Purchaser inside the property line of the Property prior to Closing.
Seller's Work:	Property will be purchased in "As-Is" condition.

Closing Conditions:	<p>The Real Estate Contract will be conditioned upon Purchaser being able to obtain and satisfy the following conditions in Purchaser's sole and absolute discretion within ____ months after the opening of escrow (the "Due Diligence Period"):</p> <ul style="list-style-type: none"> a) all permits and approvals for Purchaser's development; b) available and adequate utility services; c) acceptable environmental assessment(s); d) acceptable soil tests; e) acceptable topographical survey; f) adequate ingress and egress; g) clear title and survey; h) any required development agreements for the intended use; i) any required easements from any adjoining fee owner; j) evidence of a platted lot suitable for Purchaser's development; k) fee simple title unencumbered by any leases or occupants; and, l) any other matters discovered by Purchaser in due diligence.
Closing:	<p>Closing shall occur <u>30</u> days after expiration of the Due Diligence Period provided that the Closing Conditions are met. If the Closing Conditions are not met, then Purchaser shall be able to extend the Closing for up to <u>30</u> days provided that Purchaser is pursuing such Closing conditions.</p>
Environmental:	<p>Seller will deliver to Purchaser a current written Phase I / Phase II Environmental Assessment of the Property. Seller represents and warrants that the Premises are free of asbestos and other hazardous substances. Seller will be responsible for all environmental remediation, if any is required on the Premises.</p>
Closing Costs:	<p>Purchaser will pay the cost of recording the closing documents.</p>

	Purchaser will pay the costs to obtain title insurance. Seller will pay transfer or conveyance taxes as provided by local law. The cost of escrow will be divided equally between Purchaser and Seller.
Additional Provisions:	To be determined.

The undersigned acknowledges that this letter is subject to the execution of the Real Estate Contract on Purchaser's form containing the above terms and conditions and other material terms which are not inconsistent with the terms in this letter. THIS LETTER IS NOT A CONTRACT BETWEEN THE PARTIES. The parties agree that this letter is non-binding and that they will be bound only by the terms of the Contract which has been fully executed and delivered by both parties. If the parties have not, after using best efforts, executed the Real Estate Contract within _____ days from the date this letter is approved by Seller, this letter shall be deemed null and void.

Approved this _____ day of _____, 20__.

SELLER:

By: _____

_____ (Name)

_____ (Title)

PURCHASER:

By: _____

Alicia Nesbary Moore _____ (Name)

CEO _____ (Title)

EXHIBIT A & A-1
PROPERTY
LEGAL DESCRIPTION

Exhibit O: Notice of Proper Zoning

This Exhibit contains two parts: one to be completed by the Applicant, and one to be completed by the local zoning authority. Both parts must be completed.

To be completed by Applicant:

I, _____, am filing an application with the Illinois Department of Agriculture to obtain a permit to operate as a CRAFT GROWER FACILITY. The street address of the proposed facility location is: _____, located in the _____ County, City/Village of _____, zip code _____.

Applicant Signature: _____ Date: _____

To be completed by Zoning Authority or Local Government:

_____, Zoning Office/Department of _____ City/Town/County, hereby affirms that the location identified in the Street Address above is:

- ☐ IN COMPLIANCE with currently enacted local zoning laws and regulations to operate a Craft Grower Facility
- ☐ has applied for local zoning approval to operate a Craft Grower Facility
- ☐ has no applicable, currently enacted zoning regulations in effect at this time

Title of Authorized Zoning Representative _____

Printed Name _____

Telephone Number and email address _____

Signature _____

Date _____

Exhibit O: Notice of Proper Zoning

This Exhibit contains two parts: one to be completed by the Applicant, and one to be completed by the local zoning authority. Both parts must be completed. Applicant must submit a copy of the zoning ordinance or regulation with this Exhibit.

To be completed by Applicant:

I, _____, am filing an application with the Illinois Department of Agriculture to obtain a permit to operate as an INFUSER FACILITY. The street address of the proposed facility location is: _____, located in the _____ County, City/Village of _____, zip code _____.

Applicant Signature: _____ Date: _____

To be completed by Zoning Authority or Local Government:

_____, Zoning Office/Department of _____ City/Town/County, hereby affirms that the location identified in the street address above is:

- ☐ IN COMPLIANCE with currently enacted local zoning laws and regulations to operate an Infuser Facility
- ☐ has applied for local zoning approval to operate an Infuser Facility
- ☐ has no applicable, currently enacted zoning regulations in effect at this time

Title of Authorized Zoning Representative _____
Printed Name _____
Telephone Number and email address _____
Signature _____
Date _____

Exhibit K: Notice of Proper Zoning

This Exhibit contains two parts: one to be completed by the Applicant, and one to be completed by the local zoning authority. Both parts must be completed. Applicant must submit a copy of the zoning ordinance or regulation with this Exhibit.

To be completed by Applicant:

I, _____, am filing an application with the Illinois Department of Agriculture to obtain a permit to operate as a TRANSPORTING ORGANIZATION. The street address of the proposed organization location is: _____, located in the _____ County, City/Village of _____, zip code _____.

Applicant Signature: _____ Date: _____

To be completed by Zoning Authority or Local Government:

_____, Zoning Office/Department of _____ City/Town/County, hereby affirms that the location identified in the street address above is:

- ☐ IN COMPLIANCE with currently enacted local zoning laws and regulations to operate a Transporting Organization
- ☐ has applied for local zoning approval to operate a Transporting Organization
- ☐ has no applicable, currently enacted zoning regulations in effect at this time

Title of Authorized Zoning Representative
Printed Name
Telephone Number and email address
Signature
Date

RESOLUTION NO. 1144

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
)
)
)

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN LETTER
OF INTENT WITH IMPACT, LLC FOR THE VILLAGE OF STEGER,
ILLINOIS.**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village is the owner of certain real property located at 3222 Keeney Ave, Steger, Illinois (PIN: 32-33-410-035-0000) (the "Property"); and

WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), the Village has the power to lease the Property for any term not exceeding ninety-nine (99) years, and to convey the Property when, in the opinion of the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities"), the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, the Corporate Authorities are of the opinion that the

Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, Impact, LLC (“Impact”) is interested in locating certain business operations at the Property; and

WHEREAS, there exists a certain letter of intent, a copy of which is attached hereto as Exhibit A, which sets forth certain non-binding provisions and certain binding provisions with respect to Impact’s possible acquisition or lease of the Property from the Village (the “LOI”); and

WHEREAS, execution of the LOI does not authorize the transfer of the Property to Impact and the LOI shall be freely terminable by the Village; and

WHEREAS, the non-binding provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation on the part of, the Village or Impact, and neither the Village nor Impact shall have any liability to the other with respect to the non-binding provisions until a real estate purchase agreement or lease agreement is executed and delivered by and between the Village and Impact; and

WHEREAS, based on the foregoing and in order to ensure the health, safety and welfare of the Village and its residents, the Corporate Authorities have determined that it is advisable and in the best interests of the Village and its residents to execute the LOI; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the “Attorney”) is authorized to revise agreements for the Village

making such insertions, omissions and changes as shall be approved by the President and the Attorney; and

WHEREAS, in order to sell or lease the Property to Impact, a future ordinance approving the sale or lease will need to be passed by a vote of three-fourths of the Corporate Authorities;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

ARTICLE I. IN GENERAL

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to execute the LOI and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

SECTION 3: Authorization.

That the Village Board approves the LOI. The Village Board further authorizes and directs the President or his designee to enter into and approve the LOI, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes and directs the President or his designee to execute the LOI with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the LOI and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Board, notwithstanding any conflicting language in this Resolution, the LOI, any exhibit to the aforesaid or any other document related to the transaction contemplated herein, further authorizes the President or his designee, the Village Administrator and the Attorney to (as applicable) revise the LOI and negotiate certain terms and enter into collateral documents necessary to ensure binding obligations including, but not limited to: (i) the purchase price or rent amount and other non-binding terms set forth in the LOI, (ii) a purchase and sale agreement for the sale of the Property or a lease agreement for the leasing of the Property, (iii) a host agreement governing the relationship between the parties, and (iv) the imposition and collection of necessary impact fees. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this

Resolution and shall take all action necessary in conformity therewith.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: Publication.

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED this ____ day of _____, 2020.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____, 2020.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

LETTER OF INTENT
TO PURCHASE OR LEASE PROPERTY AT
3222 Keeney Avenue, Steger, Illinois (the
"Property")

Via E-Mail Delivery: DATED _____, 2020
_____, 2020

To: Village of Steger

Re: Letter of Intent to Purchase or Lease

Dear Representative of the Village of Steger:

This Letter of Intent identifies the terms proposed by Purchaser (or Tenant, "Purchaser" for convenience purposes in this LOI) for the purchase or lease of your property (the "Real Estate" or "Property") at the location referenced above. The following are the terms and conditions that Purchaser is offering:

Purchaser:	Impact, LLC, an Illinois limited liability company
Seller:	Village of Steger, Illinois (or Landlord as applicable or "Seller" for convenience purposes)
Property:	The real property consisting of approximately _____ acres, located _____, _____ County, Illinois (PIN _____), as depicted on the attached Exhibit "A", and more accurately identified by its legal description therein.
Use:	Development, construction, and operation of a Cannabis Transporter facility, operated by an organization or business that is licensed by the Illinois Department of Agriculture ("IDOA") to cultivate, dry, cure, and package cannabis, to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program and perform other necessary activities to make cannabis available for sale at a

	dispensing organization or use at a processing organization, as further defined in the Cannabis Regulations and Tax Act (410 ILCS 705).
Purchase Price/Rent:	Purchaser shall pay Seller an amount equal to TBD Dollars (\$ _____ .00) or Rent in the monthly amount of (\$ _____ Dollars (\$ _____ .00).
Earnest Money:	Purchaser will deposit <u>Five Thousand</u> Dollars (\$ <u>5000.00</u>) within <u>30</u> days of full execution of the Real Estate Contract to be credited towards the Purchase Price at Closing with the title insurance company that will issue Purchaser's title insurance policy and act as the escrow agent.
Right to Enter:	Seller grants to Purchaser, its agents and contractors the right to enter on the Premises to conduct inspections, soil tests, and/or surveys at Purchaser's own cost and expense.
Contingency:	Purchaser's ability to lawfully use the Property for the above intended Use is a condition precedent to the Purchase. Should applicable county or city regulations or zoning laws or any restrictions not permit or allow Purchaser's Use, then the purchase agreement shall be deemed Null and Void and shall have no further effect.
Financing:	N/A
Plat of Subdivision:	Seller shall deliver the Property as one platted subdivided lot which shall be a Closing Condition as further delineated below.
Utilities:	Seller represents that all utilities are located in the public right-of-way or within five feet (5') inside the property line of the Property. If any utilities (water, sanitary sewer, storm sewer, electric, gas, phone and/or cable) are not located as set forth above or are not available or adequate, Seller agrees to extend the utilities meeting Purchaser's specifications to a location designated by Purchaser inside the property line of the Property prior to Closing.
Seller's Work:	Property will be purchased in "As-Is" condition.

Closing Conditions:	<p>The Real Estate Contract or Lease will be conditioned upon Purchaser being able to obtain and satisfy the following conditions in Purchaser's sole and absolute discretion within _____ months after the opening of escrow (the "Due Diligence Period"):</p> <ul style="list-style-type: none"> a) all permits and approvals for Purchaser's development; b) available and adequate utility services; c) acceptable environmental assessment(s); d) acceptable soil tests; e) acceptable topographical survey; f) adequate ingress and egress; g) clear title and survey; h) any required development agreements for the intended use; i) any required easements from any adjoining fee owner; j) evidence of a platted lot suitable for Purchaser's development; k) fee simple title unencumbered by any leases or occupants; and, l) any other matters discovered by Purchaser in due diligence.
Closing:	<p>Closing shall occur <u>30</u> days after expiration of the Due Diligence Period provided that the Closing Conditions are met. If the Closing Conditions are not met, then Purchaser shall be able to extend the Closing for up to <u>30</u> days provided that Purchaser is pursuing such Closing conditions.</p>
Environmental:	<p>Seller will deliver to Purchaser a current written Phase I / Phase II Environmental Assessment of the Property. Seller represents and warrants that the Premises are free of asbestos and other hazardous substances. Seller will convey the property in an "as-is" condition.</p>
Closing Costs:	<p>Purchaser will pay the cost of recording the closing documents.</p>

	Purchaser will pay the costs to obtain title insurance. Seller will pay transfer or conveyance taxes as provided by local law. The cost of escrow will be divided equally between Purchaser and Seller.
Additional Provisions:	To be determined.

The undersigned acknowledges that this letter is subject to the execution of the Real Estate Contract or Lease on Purchaser's form containing the above terms and conditions and other material terms which are not inconsistent with the terms in this letter. THIS LETTER IS NOT A CONTRACT BETWEEN THE PARTIES. The parties agree that this letter is non-binding and that they will be bound only by the terms of the Contract or Lease which has been fully executed and delivered by both parties. If the parties have not, after using best efforts, executed the Real Estate Contract or lease within 5 days from the date this letter is approved by Seller, this letter shall be deemed null and void.

Approved this _____ day of _____, 2020

SELLER:

By: _____

_____ (Name)

_____ (Title)

PURCHASER:

By: _____

_____ (Name)

_____ (Title)

EXHIBIT A & A-1

PROPERTY

LEGAL DESCRIPTION



CANNABIS TRANSPORTER APPLICATION AND EXHIBITS

John R. Block Building, 801 E Sangamon Ave, Springfield IL 62702 • 217/782-2172 • TDD 217/524-6858

Exhibit K: Notice of Proper Zoning

This Exhibit contains two parts: one to be completed by the Applicant, and one to be completed by the local zoning authority. Both parts must be completed. Applicant must submit a copy of the zoning ordinance or regulation with this Exhibit.

To be completed by Applicant:

I, _____, am filing an application with the Illinois Department of Agriculture to obtain a permit to operate as a TRANSPORTING ORGANIZATION. The street address of the proposed organization location is: _____, located in the _____ County, City/Village of _____, zip code _____.

Applicant Signature: _____ Date: _____

To be completed by Zoning Authority or Local Government:

_____, Zoning Office/Department of _____ City/Town/County, hereby affirms that the location identified in the street address above is:

- ☐ IN COMPLIANCE with currently enacted local zoning laws and regulations to operate a Transporting Organization
- ☐ has applied for local zoning approval to operate a Transporting Organization
- ☐ has no applicable, currently enacted zoning regulations in effect at this time

Title of Authorized Zoning Representative _____
Printed Name _____
Telephone Number and email address _____
Signature _____
Date _____