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Tx:4431325

**RETURN TO:**

**CLERK, CITY OF TROY  
116 E. MARKET  
TROY, IL 62294**

**2019R13813**  
STATE OF ILLINOIS  
MADISON COUNTY  
05/06/2019 02:27 PM  
AMY M. MEYER, RECORDER  
REC FEE: 42.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE:  
# OF PAGES: 15

**CITY OF TROY**

**ORDINANCE NO. 2019 - 01**

42.00 CITY

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF A TAX INCREMENT  
FINANCING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TROY,  
ILLINOIS AND ASPEN CREEK DEVELOPMENT, LLC**

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**ADOPTED BY THE  
CITY COUNCIL OF THE  
CITY OF TROY, ILLINOIS  
THIS 22nd DAY OF JANUARY, 2019**

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**Published in pamphlet form by the authority of the City Council of the City of Troy,  
Madison County, Illinois, this 22nd day of January, 2019.**

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**ORDINANCE NO. 2019 - 01**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TROY, ILLINOIS AND ASPEN CREEK DEVELOPMENT, LLC**

**WHEREAS**, on September 2, 1997, in accordance with the TIF Act, the City of Troy, Illinois, approved ordinances adopting tax increment financing and the Troy Tax Increment Financing Plan and Project; and

**WHEREAS**, Aspen Creek Development, LLC (“Developer”) has submitted a redevelopment proposal to the City for a project which could not and/or would not be undertaken without the use of tax increment financing incentives; and

**WHEREAS**, after reviewing the redevelopment proposal submitted by the Developer, the City Council for the City of Troy, Illinois, believes that the redevelopment area as set forth in the redevelopment proposal, and the performance generally of the proposed Tax Increment Financing Development Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the redevelopment plan.

**NOW THEREFORE** be it ordained by the Mayor and City Council of the City of Troy, Madison County, Illinois, as follows:

**Section 1.** The Recitals above are true and accurate and are hereby incorporated by reference.

**Section 2.** The Mayor of the City of Troy, Illinois, is hereby authorized to execute the Tax Increment Financing Development Agreement attached hereto as “Exhibit A”, and the Clerk of the City of Troy, Illinois is hereby authorized to attest to same.

**Section 3.** The Mayor of the City of Troy, Illinois, is further hereby authorized to execute and deliver any other documents necessary and/or required of the City in furtherance of the Tax Increment Financing Development Agreement attached hereto as “Exhibit A”, and the Clerk of the City of Troy, Illinois is further hereby authorized to attest to same.

**Section 4.** If any section of provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.

**Section 5.** This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval by the Mayor.


**PASSED** by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 22<sup>nd</sup> day of January, 2019.

Those voting aye: Henderson, Italiano, Jackson, Parthey,  
Thompson, Turner, Zarzecki

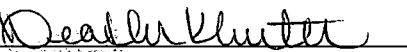
Those voting nay: \_\_\_\_\_

Those absent: Levo

APPROVED:

By:   
ALLEN P. ADOMITE, Mayor  
City of Troy, Illinois

ATTEST:

BY:   
Deputy Clerk  
City of Troy, Illinois



## ASPEN CREEK DEVELOPMENT, LLC TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

This redevelopment agreement (hereinafter referred to as "Agreement") is made and entered into as of January 22, 2019, by and between the City of Troy, Illinois, an Illinois municipal corporation, and Aspen Creek Development, LLC.

### RECITALS

- A. On September 2, 1997, in accordance with the TIF Act, the City of Troy approved ordinances adopting tax increment financing and the Troy Tax Increment Financing Plan and Project.
- B. The Developer has submitted a redevelopment proposal to the City for a project which could not or would not be undertaken without the use of tax increment financing incentives.
- C. The City Council, after reviewing the redevelopment proposal submitted by the Developer, believes that the Redevelopment Area as set forth herein in the redevelopment proposal, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

### AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. **Definitions** As used in this Agreement, the following words and terms shall have the following meanings:

"City": The City of Troy, Madison County, Illinois, a statutory City of Madison County, and a political subdivision of the State of Illinois.

"City Council": The City Council of the City of Troy, Illinois.

"Commencement Dates": means the commencement of two (2) separate payments by the City upon proof of Eligible Redevelopment Project Costs incurred by the Developer - those dates being 1) the date of the execution of this Agreement and 2) the completion of the Work.

"Construction Plans": Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

"Developer": Aspen Creek Development, LLC.

"Developer's Share": Means, on or after the Commencement Dates, the Developer will be eligible to be reimbursed up to \$100,000.00 of the total Eligible Redevelopment Project Costs, in the form of two (2) separate payments.

**Payment #1: \$25,000.00 upon execution of this Agreement by both parties; and  
Payment #2: \$75,000.00 upon completion of the Work and approved for occupancy by the  
City.**

**THE TOTAL AGREED UPON MAXIMUM REIMBURSEMENT AMOUNT IS \$100,000.00**

These payments are only payable upon proof of Eligible Redevelopment Project Costs incurred by the Developer. Monies are to be paid from the Special Allocation Fund, Troy Tax Increment Financing Project Area.

**"Eligible Redevelopment Projects Costs":** Any and all costs incurred pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 as TIF Eligible Costs as determined by the City.

**"Property":** That property to be used by Developer as more generally defined as being located at 1924 SRA Bradley Smith Drive in Troy, Illinois, 62294, and described more fully in **Appendix A – Legal Description**. Within Thirty (30) days of the date of this Agreement, Developer shall furnish to the City, at Developer's expense, a title commitment to the City dated the date of this Agreement, showing title to the Developer in the Property, and this Agreement shall be subject to such other changes as the City may require in the City's sole discretion to confirm Developer's ownership of the Property as represented herein.

**"Redevelopment Area":** A certain area of the City of Troy known as the "Troy Tax Increment Financing Area".

**"Redevelopment Plan":** A plan entitled "Troy Tax Increment Financing Redevelopment Plan" approved on September 2, 1997, and as from time to time amended.

**"Redevelopment Project":** Those activities described as the Redevelopment Project in the redevelopment plan and this Agreement.

**"Special Allocation Fund":** The Special Allocation Fund, Troy Tax Increment Financing Project Area.  
**"TIF Act":** The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq.

**"Work":** All work necessary to prepare the Property for, and to implement the portion of, the Redevelopment Project set forth in Section 2.1.a. below, including but not limited to, land acquisition, the construction of new building(s), as well as all the site preparation and utility and infrastructure improvements required to support such a project; in substantially the same form as presented in the redevelopment proposal.

**2. Redevelopment Project** The City and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

**2.1 Developer Undertakings:** The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project, viz.:

- a) The development and improvement of property for use by Developer; including but not limited to: land acquisition, the construction of new building(s), as well as all the site preparation and utility and infrastructure improvements required to support such a project; in substantially the same form as presented in the Construction Plans. The

Developer agrees to complete the Work on the project within twelve (12) months of the execution of this Agreement. Notwithstanding anything in this Agreement to the contrary, the issuance of a Certificate of Occupancy pursuant to the City's building codes shall constitute completion of Developer's portion of the Redevelopment Project.

**2.2 City Undertaking:**

- a) The City agrees to submit to the Developer its reimbursable share in the amount of \$100,000.00 in the form of two (2) separate payments as set forth above upon the Commencement Dates.

**3. Payment of Redevelopment Project Costs**

**3.1 Requests for Payment of Redevelopment Project Costs** The Developer shall submit Requests for Payment of Redevelopment Project Costs ("Requests") in substantially the same form as set forth in Exhibit 1 - Request for Payment of Redevelopment Project Costs. All Requests shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all Real Estate Property Taxes then due attributable to the Property are paid in full and to date.

**3.2 City's Determination of Payment of Redevelopment Project Costs** The City shall approve or disapprove any Request within 30 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request. Denial may only be due to noncompliance of the Request with the terms of this Agreement.

**3.3 Default** In the event the Developer defaults on the obligations and/or the Property becomes vacant within 5 years from the signing of this Agreement, the Developer shall return to the City a sum of 20% of the total amount of increment granted from the City to the Developer for every year of the first five years of this Agreement in which obligations are not met. If a default occurs within one (1) year of the signing of this Agreement, the Developer will return 100% to the City. If a default occurs between one (1) year and two (2) years from the signing of this Agreement, the Developer will return 80% to the City. If a default occurs between two (2) years and three (3) years from the signing of this Agreement, the Developer will return 60% to the City. If a default occurs between three (3) years and four (4) years from the signing of this Agreement, the Developer will return 40% to the City. If a default occurs between four (4) years and five (5) years from the signing of this Agreement, the Developer will return 20% to the City.

**3.4 Reimbursements Limited to Eligible Redevelopment Projects Costs** Nothing in this Agreement shall obligate the City to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify as an Eligible Redevelopment Project Cost as determined by the City in the City's reasonable discretion. The Developer shall, at the City's request, provide (a) itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so

incurred and do so qualify, and (b) an opinion of counsel to the Developer that such cost is eligible for reimbursement under the TIF Act.

**3.5 City's Obligations Limited to Special Allocation Fund** Notwithstanding any other term or provision of this Agreement, the City's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund, and from no other source, to a maximum of \$100,000.00 should the Work be completed in full. This agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

**4. Notices** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

i) In the case of the Developer, to:

Teresa Crawford  
Aspen Creek Development, LLC  
1924 SRA Bradley Smith Drive  
Troy, IL 62294

(ii) In the case of the City, to:

The Honorable Allen Adomite  
City of Troy  
116 E. Market St.  
Troy, Illinois 62294

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

**5. Conflict of Interest** The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the City Council or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the City Council the nature of such interest and seek a determination with respect to such interest by the City Council and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

**6. Maintenance of Redevelopment Area** The Developer shall maintain or cause to be maintained all of the Work on the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all federal, state and local laws, regulations, codes and ordinances.

7. **Representative Not Personally Liable** No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

8. **Release and Indemnification**

This Section shall survive termination or expiration of this Agreement.

(a) Developer covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work, including but not limited to location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense and attorneys' fees, except for those matters arising out of the willful or wanton misconduct of the City and its governing body members, officers, agents, servants or employees.

(b) The City and its governing body of members, officers, agents, servants, and employees shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Property, or for construction of the Work, except for those matters arising out of the willful or wanton misconduct of the City and its governing body members, officers, agents, servants or employees.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee, agent or representative of the City shall be personally liable to the Developer in the event of a default or breach by any party under this Agreement.

(e) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in connection with the redevelopment proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.

(f) The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and attorneys fees (a "claim"), resulting from, arising out of, or in any way connected with (1) the redevelopment proposal or its approval by the City, (2) this



Agreement or any other agreement or obligation made in connection therewith or the City's approvals thereof, (3) any legal action brought challenging all or any of the foregoing or challenging or counterclaiming in any eminent domain action, (4) the construction of the Work, and (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work. In any action concerning or to enforce any of the terms and conditions of this Agreement or any related obligations of Developer, the Developer shall pay all the City's expenses, attorney's fees, and costs of defense, and the City may withhold from the Developer any amounts due to the Developer under this Agreement.

9. **Nondiscrimination** In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

10. **Representation of the City** The City represents and warrants that:

(a) **Organization and Authority** The City (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The City has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) **No Defaults or Violations of Law** The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party of by which it is bound or the City's charter, or any of the rules or regulations applicable to the City. In the event of a non-monetary default in the performance of any obligation required under this Agreement, the non-defaulting party shall first give thirty (30) days advance written notice of such default to the defaulting party. In the event of a monetary default under this Agreement, the non-defaulting party shall first give five (5) days advance written notice of such default to the defaulting party.

11. **Representations of the Developer** The Developer represents and warrants that:

(a) **Organization and Authority** The Developer (i) is duly organized under the laws of the State of Illinois and is in good standing under the laws of the State of Illinois, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Developer has been authorized by all necessary corporate action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms and that the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by City in accordance with its terms.

(b) **No Defaults or Violations of Law** The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the

terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer of any court or other governmental body. In the event of a non-monetary default in the performance of any obligation required under this Agreement, the non-defaulting party shall first give thirty (30) days advance written notice of such default to the defaulting party. In the event of a monetary default under this Agreement, the non-defaulting party shall first give five (5) days advance written notice of such default to the defaulting party.

(c) Pending Litigation Except with regard to those matters which counsel to the City and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the City and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) Full Disclosure There is no fact which the Developer has not disclosed to the City in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.

## 12. Insurance – Damage or destruction of the Redevelopment Project

The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(a) Builder's Risk Insurance, written on the so-called "Builder's Risk – Completed Value Basis" in an amount equal to 100% of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy.

(b) Workers' Compensation – Statutory

Employer's Liability - \$1,000,000.00 (each accident)

General Liability - \$1,000,000.00 Each Occurrence (Bodily Injury & Property Damage)  
General Aggregate - \$2,000,000.00

Excess or Umbrella Liability - \$2,000,000.00 Each Occurrence  
General Aggregate - \$2,000,000.00

Automobile Liability – Combined Single Limit (Bodily Injury & Property Damage)

Each Accident - \$1,000,000.00

General Aggregate - \$2,000,000.00

13. **Inspection** The Developer shall allow authorized representatives of the City access to the work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof.
14. **Choice of Law** This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.
15. **Entire Agreement; Amendment** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
16. **Entire Agreement; Voiding** The City shall retain the right to void this Agreement at any of the following moments: (i) the Developer receives a cumulative total of \$100,000.00 in payments from the Special Allocation Fund ; (ii) the date the Troy Tax Increment Financing Area expires; (iii) the City determines that the Developer has not complied with the guidelines for Developer Undertakings established in section 2.1.
17. **Prevailing Wage** The Developer agrees that any work performed by or for the Developer under this Agreement shall comply with all applicable provisions of the prevailing wage laws and with all other applicable laws, ordinances, and regulations governing fair labor practices.
18. **Severability** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
19. **Assignment** The rights and obligations of the Developer under this Agreement shall not be assignable.
20. **Force Majeure** Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Redeveloper to proceed with construction of the Work or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Redeveloper or the City in bad faith, and further provided that the party seeking an extension notifies the other party.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.



CITY OF TROY, ILLINOIS

Mayor  
The Honorable Allen Adomite

Attest:

  
City Clerk

"DEVELOPER"

Aspen Creek Development, LLC.

Teresa Crawford

2/5/2019

Date:

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**APPENDIX A**  
**LEGAL DESCRIPTION**

**EXHIBIT 1**

**REQUEST FOR PAYMENT OF REDEVELOPMENT PROJECT COSTS**

**Request for Payment of Redevelopment Project Costs**

**TO:** The Honorable Allen Adomite  
City of Troy  
116 E. Market St.  
Troy, Illinois, 62294

You are hereby requested and directed as per the Redevelopment Agreement dated as of \_\_\_\_\_, 2019, between you and (the "Developer"), to pay moneys in the Special Allocation Fund for the payment of the following Redevelopment Project Costs:

Payee                      Amount

Description of Redevelopment Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the Redevelopment Agreement dated as of \_\_\_\_\_, 2019, between the City and the Developer.

The undersigned, on behalf of the Developer, hereby states and certifies to the City that:

1. Each item listed above is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. All real estate and sales taxes attributable to the Property have been paid in full proof of which is attached to this Request for Payment.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of

lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.

6. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Construction Plans.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Aspen Creek Development, LLC.

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

Approved for Payment:

CITY OF TROY, ILLINOIS

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

Title: \_\_\_\_\_

**END OF DOCUMENT**