

## COUNCIL WORKSHOP ITEM

**ITEM:** Station Crossing Development Agreement  
**DATE:** January 2, 2002  
**PREPARED BY:** Daniel P. Blondin, Village Attorney  
**PURPOSE:** To transmit a draft agreement with the Gammonley Group to provide for a redevelopment project at the Station Crossing location.

### DISCUSSION:

The Village is the owner of property often referred to as Block 117 or Station Crossing. This is generally located north of Warren, east of Main, south of Rogers and west of Highland. In 2000, the Village solicited proposals from developers to redevelop this property as a residential/commercial project. Ultimately, the Village Council directed the Legal staff to attempt to negotiate a development agreement with the Gammonley Group, Inc. to provide for the development of a single building residential/commercial development. A copy of the draft agreement as well as the concept plan is attached to this memorandum.

As proposed, there will be 48 condominium and 13,218 square feet of commercial/retail. Seventy-one off-street spaces will be provided for the residential users with 24 on-street (off-site) spaces around the perimeter of the development. The building will cover approximately 58.5% of the site.

The development, as proposed, will require some modifications to the Downers Grove Zoning requirements as well as a variation from on-site stormwater detention. As proposed, the height of the building along Rogers Street is likely to exceed the 60-foot maximum permitted within this area by about 1 or 2 feet. The exact deviation is not known at this time, and will not be known until a final decision is made regarding the structural components of this building. Depending upon whether a steel or concrete frame is used, different heights will be achieved. In any event, it is likely that the Downers Grove Zoning Ordinance will need to be amended to accommodate this slightly increased height along Rogers. In addition, on-site detention is expected to meet approximately 40% of the mandates under the Downers Grove Zoning Ordinance. This will require a variation which will require the owner to pay a fee in lieu rather than providing 100% on-site detention. Nevertheless, on-site detention for this property will be greatly improved over the existing conditions which provide for no on-site detention of the largely impervious parking lot surface.

### ATTACHMENTS:

A RESOLUTION AUTHORIZING EXECUTION OF A REDEVELOPMENT AND LAND PURCHASE AGREEMENT BETWEEN VILLAGE OF DOWNERS GROVE AND R.T.G LAND DEVELOPMENT CORPORATION

REDEVELOPMENT AND LAND PURCHASE AGREEMENT PERTAINING TO THE STATION CROSSING PROPERTY (BLOCK 117)

### RECOMMENDATION:

It is recommended that the Village Council authorize staff to finalize this agreement and present this matter for approval at the Village Council meeting of January 15, 2002. Following that, zoning changes and variations will be processed to permit construction of the project as set forth in the concept plan.

cc: Rick Ginex, Village Manager  
Kenneth J. Rathje, Sr. Dir., Community Development and Planning  
Arlene Balicki, Admin. Tech. III  
Joseph Skach, Director of Redevelopment

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF A REDEVELOPMENT AND LAND PURCHASE AGREEMENT BETWEEN VILLAGE OF DOWNERS GROVE AND R.T.G LAND DEVELOPMENT CORPORATION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Redevelopment and Land Purchase Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and R.T.G. Land Development Corporation (the "Developer"), for the construction of a residential/retail development commonly known as Station Crossing, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

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

Village Clerk

**REDEVELOPMENT AND LAND PURCHASE AGREEMENT PERTAINING TO  
THE STATION CROSSING PROPERTY (BLOCK 117)**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation (the "Village"), and R.T.G. Land Development Corporation, an Illinois corporation ("Developer").

**PREAMBLES**

WHEREAS, the Village has heretofore determined that it is in the best public interest to adopt and has adopted a Redevelopment Plan and Project (the "Plan"), pursuant to Tax Increment Financing Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) the (the "Act"), for tax increment financing ("TIF") for the Downtown Redevelopment Project Area, (the "Redevelopment Area"); and

WHEREAS, the Village is the record owner of certain real estate commonly referred to as the "Station Crossing Property" which is legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, The Village proposes to sell and Developer proposes to purchase, subject to the terms and conditions hereinafter set forth, the Property on which the Developer will construct a residential/retail development (the "Project"); and

WHEREAS, the Property is presently zoned B-2 and the parties intend that certain changes will be sought to the Downers Grove Zoning Ordinance and other Ordinances so as to permit the redevelopment and use of such Property as described in this Agreement; and

WHEREAS, the redevelopment of the Property is in the public interest in that such redevelopment will create an environment within the Redevelopment Area which will contribute to the welfare of the Village, preserve or enhance property values in the vicinity of the Redevelopment Area, strengthen the economic well-being of the Redevelopment Area and the Village by achieving development which functionally and aesthetically complements the adjacent properties and uses; and

NOW, THEREFORE, in consideration of the mutual promises and representations hereinbefore and hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

## ARTICLE 1. - INCORPORATION OF PREAMBLES, DEFINITIONS

- 1.1. Preamble. The preambles set forth above are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Section 1.
- 1.2. Definitions. In addition to the words and phrases defined above and elsewhere herein, the words and phrases set forth in this section, as used in this Agreement, shall have the following meanings unless the context or use indicated another or different meaning and intent:
  - 1.2.1. Act. The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq.
  - 1.2.2. Agreement. This Redevelopment and Land Purchase Agreement, and all referenced Exhibits.
  - 1.2.3. Certificates of Occupancy. A Certificate issued by the Village from time to time at the request of Developer upon substantial completion of premises permitting the premises to be occupied and used as a residence in compliance with Legal Requirements.
  - 1.2.4. Conceptual Project Plan. The plan prepared by Developer and tentatively approved by the Village, which calls for the construction of a residential/retail project consisting of 48 single-family units and approximately 13,218 sq. ft. of retail to be located in a single building. This will also include construction of 71 on-site and 24 off-site parking spaces. A copy of the Conceptual Project Plan is attached hereto and made a part hereof as Exhibit "B"
  - 1.2.5. Council. The Downers Grove Village Council.
  - 1.2.6. Developer. R.T.G. Land Development Corporation and any successor or assign.
  - 1.2.7. Development Schedule. The estimated schedule for the Redevelopment of the Property, including a date of zoning changes, plan submittal, plan approval, Village due diligence, Developer's financial commitments, commencement of site preparation, completion of site preparation, utility relocation, commencement of construction, substantial completion of construction, attached hereto as Exhibit "C".
  - 1.2.8. Environmental Laws. The Clean Water Act, 33 U.S.C. sec. 1251, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. sec. 69, et seq.; and the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. sec. 9601, et seq.; and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability standards concerning or in connection with Hazardous Materials.

1.2.9. Environmental Remediation Work. The completion of all environmental remediation with respect to all or any portion of the Property to standards required by applicable law.

1.2.10. Final Project Plan. The plans drawings, reports and other documents receiving Village Plan Approval for the construction of the Project. This includes but is not limited to all building plans, subdivision, engineering, landscape, grading, public improvement, site, elevation, stormwater and other plans subject to approval by the Village pursuant to applicable law or this Agreement.

1.2.11. Hazardous Materials. Any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including but not limited to, any material or substance which is (i) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous wasters" under any provision of Illinois law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. sec. 1317); (vii) designated as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. sec. 69030; or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. sec. 9601).

1.2.12. Legal Requirements. Laws, rules, regulations, ordinances, orders, decrees and judgments of any governmental body, agency, department, or court having jurisdiction of the subject matter involved including, without limiting the foregoing, applicable ordinances, and rules and regulations of the Village as modified herein ("Village Codes" or "Codes").

1.2.13. Lender. Party through whom Developer has, or will, obtain financing for the purchase of the property that is the subject of this agreement, and for the costs of construction of the Project.

- 1.2.14. Permitted Delays. Occurrences described in Article 5 of this Agreement.
- 1.2.15. Permitted Title Exceptions. General Real Estate Taxes not yet due and payable; recorded easements for public utilities; covenants, conditions, restrictions and easements of record provided all of the foregoing do not interfere with Developer's Intended Use of the Premises; applicable zoning codes and ordinances; and all defects in title approved by Developer.
- 1.2.16. Preliminary Project Plans. The non-final plans drawings, reports and other documents for the Project submitted to the Village for review and approval pursuant to applicable law or this Agreement. This includes but is not limited to all preliminary building plans, subdivision, engineering, landscape, grading, public improvement, site, elevation, stormwater and other plans subject to approval by the Village pursuant to applicable law or this Agreement.
- 1.2.17. Project. The development as approved by the Village Council in the Final Project Plans, including but not limited to removal of the existing structures.
- 1.2.18. Project Code Revisions. Changes required from the provisions of the Downers Grove Municipal Code to permit construction of the Project. These may include, but are not limited to, changes in the Downers Grove Zoning Ordinance related to density, lot area, setback and height.
- 1.2.19. Project Permits. Such zoning, stormwater, building and other approvals as may be needed to permit construction of the Project. As shown in the Development Schedule, Developer shall file its petition for Project Permits, including but not necessarily limited to the following:
- 1.2.19.1. Application for Planned Development. In particular, but not as a limitation, it is understood that the Project is expected to require Project Code Revisions, which will require development of this Project as Planned Development.
- 1.2.19.2. Application for variation for the Downers Grove Stormwater. In particular, but not as a limitation, it is understood that the Project is expected to provide approximately 40% of the on-site stormwater detention required by the Downers Grove Stormwater Ordinance. A variation will be needed which will provide that the balance of the stormwater detention obligation will be met by payment of a fee as set forth in the Downers Grove Stormwater Ordinance.

1.2.20. Residential Customer. Any person who has contracted to purchase a residential unit that has been substantially completed in the Project.

1.2.21. Substantial Commencement. The terms “substantially commenced” or “substantial commencement” for the purposes of this Agreement shall mean that construction permits have been issued and site preparation, including grading and stormwater facilities, have been completed.

1.2.22. Substantial Completion. The terms “substantially completed” or “substantial completion” for the purposes of this Section shall mean that the Project, or some identified element of the Project, has been so completed that they are finished and/or ready for the beneficial use of the Developer, and/or the purchasers or tenants thereof. Issuance of a certificate of occupancy for each separate building or any unit contained therein shall be evidence of substantial completion for such building. Substantial completion need not include any immaterial items or so-called minor “punchlist” items, provided all of same do not affect the reasonable use of the Improvements, and any uncompleted items shall be fully completed within a reasonable time after the above stated original completion date.

1.2.23. Village Manager. The Downers Grove Village Manager or his designee.

1.2.24. Village Plan Approval. All approval by the Village required permitting construction of the Project, including but not limited to building plan and zoning approvals.

## ARTICLE 2 - PROJECT DESCRIPTION

2.1 It is the intent of the Parties that the Village will convey the Property to the Developer and the Developer will cause the Project to be constructed as provided herein in substantial conformity with the Conceptual Project Plan as approved by the Council in the Final Project Plans, and the requirements of this Agreement.

2.2 Project Schedule: The Parties acknowledge that certain steps must be taken to finalize the Project Plans. In particular, certain changes will be needed to the Downers Grove Zoning Ordinance, and perhaps other Ordinances, and the Final Project Plans must be prepared by Developer and reviewed and approved by the Village to ensure compliance with applicable laws and codes. The Project shall be initiated, processed and completed as set forth in Exhibit C. Provided, notwithstanding anything to the contrary contained

herein, the Village Manger may, at the request of Developer, delay or extend any date set forth in Exhibit C for a reasonable period, under the circumstance then prevailing, for good cause shown by Developer and determined by the Village Manager in his sole and unfettered discretion.

2.3 Developer hereby covenants to use and develop the Property substantially as provided herein. This covenant shall run with the land and be binding and enforceable against Developer until the Project is complete.

2.4 Project Code Revision - The Village shall cause the Project Code Revisions to be initiated and processed. Developer, if requested by Village shall act as co-applicant. Provided, the Village shall bear all costs and expenses in relation to such application. The Parties shall confer and identify the Project Code Revisions. It is understood that the Project Code Revisions will require the approval of the Council and some may also require public hearings. Nothing herein shall be construed to mandate or require any change, it being understood that such Project Code Revision are within the legislative discretion of the Council. Except as provided herein, or as set forth in any Project Code Revision, or as approved as part of any Project Permits, Developer shall comply with all applicable laws and regulations, including but not limited to compliance with the Downers Grove Stormwater control regulations as set forth in Chapter 26 of the Downers Grove; paying applicable impact fees, application and building fees.

2.5 Project Permits - The Developer shall submit to the Village an application and required documents for a Project Permits. The Developer hereby agrees to participate in any and all required public hearings related thereto and to otherwise cooperate with the Village in the processing of the Project Code Revisions and the Project Permits.

2.6 Village Plan Approval – Developer shall prepare and submit all required plans, reports and other documents that constitute the Final Project Plans necessary to receiving Village Plan Approval. The Final Project Plans shall be in substantial accordance with the Conceptual Project Plan, except as modified by mutual agreement of the Parties. It is expected that various elements of the Final Project Plans will receive Village Plan Approval at different times depending upon the stage of plan preparation and processing. The Parties shall work to expedite completion of the Final Project Plan preparation and Village Plan Approval.

2.6.1 Developer shall deliver to the Village the Preliminary Project Plans that may

contain such modifications to the Conceptual Project Plan as Developer reasonably elects, so long as they are generally consistent with the Conceptual Project Plan and applicable Legal Requirements. The Village shall review and process the Preliminary Project Plans in accordance with applicable law to determine their conformance to the Conceptual Project Plan, and Legal Requirements and shall approve the Preliminary Project Plans if they conform to the Conceptual Project Plan and Legal Requirements. If the Preliminary Project Plans are not in general conformance with the Conceptual Project Plan and Legal Requirements, the Village may disapprove the Preliminary Project Plan.

2.6.2 A disapproval of an element of the Preliminary Project Plan must be based upon the failure to meet the requirements specified herein for such document, a material deviation from previously approved documents or a Legal Requirement applicable thereto, and shall be promptly communicated in writing to Developer. Developer shall resubmit revisions to the Village as soon as reasonably possible after notice of disapproval. Matters approved by the Village shall be considered in all respects to be in accordance with this Agreement.

2.7 In the event that Project Code Revisions are not approved, in whole or in part, by the Council, or the Project Permits, or any other permit required by Developer to proceed with and/or complete the Project, is refused issuance for any reason, Developer shall have the option to either (i) proceed with the Development, subject to any modifications that become reasonably necessary as a result of the refusal of the Council and/or Village to approve Project Code Revisions, or to issue any permit, including Project Permits or, (ii) to terminate this agreement, in which case the Village shall refund to Developer all money paid by or on behalf of Developer as a result of the Project, and shall reimburse Developer for all actual costs paid or incurred by Developer in connection with the Project through the date of termination. Developer shall cause the Property to be re-conveyed to the Village free of all liens and encumbrances except permitted title exceptions.

2.8 Property Transfer - The Parties shall complete transfer of the Property as provided in Article 3.

2.9 Construction – Except for Environmental Remediation Work, Developer shall be responsible for site preparation. Developer shall initiate and substantially complete

construction of the Project not later than the date for Substantial Completion in the Development Schedule.

### ARTICLE 3 -LAND PURCHASE AGREEMENT

3.1 Scope of Article. This Article governs the conveyance of real estate which is necessary for the Project of the Property, and this Article establishes the Village/Developer Purchase Agreement, including all terms and conditions of such conveyance.

3.2 Property. Village agrees to sell and Developer agrees to buy the real estate described on Exhibit A hereto together with all appurtenances belonging to the real estate, subject to the terms of this Agreement. On the Closing Date, the Village shall convey the Property to Developer or its nominee, subject to the terms and conditions set forth in Section 3.4 of this Article, for the Project.

3.3 Purchase Price. As and for the consideration for its acquisition of the Property, Developer shall pay to the Village the sum of eighty-six thousand and 00/100 dollars (\$86,000.00 referred to herein as the "Purchase Price"). Developer shall pay the Purchase Price, plus or minus prorations and adjustments as hereinafter provided, on the Closing Date.

3.4 Terms and Conditions of Property Conveyance. The terms and conditions of the conveyance of the Property from the Village to Developer, shall include the following:

3.4.1 Not more than fifteen (15) days after the acceptance of this Agreement by the parties hereto, the Village shall provide to Developer, at the Village's sole cost and expense, a current ALTA survey of the Property prepared by a surveyor licensed in the State of Illinois and certified to Developer, its lender, if any, and the title insurer, prepared in accordance with the standards for Land Title Surveys of the American Land Title Association. Developer shall give notice of any objection to the survey within ten (10) days of receipt thereof, and failure to give such notice shall be deemed to be acceptance of the survey as to all matters disclosed therein. After notice of any such objection, the Village shall have fifteen (15) days from the date of delivery of such notice of objection to have any such encroachments, violations or un-permitted exceptions removed from the survey. Failure to provide for such removal shall give Developer the right to either (i) terminate this Agreement, or (ii) accept the Property subject only to such encroachments, violations or un-permitted exceptions as cannot be removed.

3.4.2 Not more than fifteen (15) days after the approval of this Agreement, the Village

shall provide to Developer for the Property, at the Village's sole cost and expense, a commitment issued by Greater Illinois Title for an ALTA Owner's Title Insurance Policy with endorsements for Zoning, Comprehensive, Location, Survey, Access and Contiguity issued by the Title Insurer in the amount of the Purchase Price by which commitment the Title Company shall agree to insure fee simple title to the Property to be good and marketable in Developer, free and clear of all liens and encumbrances whatsoever, except General Real Estate Taxes not yet due and payable; recorded easements for public utilities; drainage ditches, feeders and laterals, if any; covenants, conditions, restrictions and easements of record provided all of the foregoing do not interfere with Developer's Intended Use of the Premises; applicable zoning codes and ordinances; and all defects in title approved by Developer (hereinafter collectively referred to as "Permitted Title Exceptions"), and other exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at closing. If Developer reasonably determines that the title commitment shows defects in title in addition to the Permitted Exceptions, Developer shall have the right to approve or disapprove these additional defects. The Village shall have ten (10) days to have any such disapproved defect removed from the title commitment, and to provide evidence of such removal. If the unacceptable exceptions are not so removed, Developer may (i) terminate this Agreement, or (ii) accept title to the Property subject only to the unremoved exceptions, and subject to payment by the Village of the cost of any premium or other security required by the Title Insurer to endorse over such exceptions.

3.4.3 The Parties acknowledge that the Village caused to be prepared a Phase I environmental report for the Property which indicates some level of contaminants and the need for certain Environmental Remediation Work. The Village shall be responsible for the Environmental Remediation Work that, unless otherwise agreed by the parties, shall be completed before transfer the Developer. The parties may agree to permit the Developer to perform Environmental Remediation Work in connection with the Project Construction in which case the Village shall pay the reasonable cost of such Environmental Remediation Work.

3.4.4 The Developer shall be responsible for demolition and removal of the existing structures, as well as all other site work necessary for the Project, except Environmental Remediation Work.

- 3.4.5 Except as provided herein, from the date on which this Agreement has been approved by both parties hereto until the Closing Date, neither party hereto shall do, suffer or permit, or agree to: i) Enter into any transaction in respect to or affecting the Property out of the ordinary course of business thereon; or ii) Sell, encumber or grant any interest in the Property, or any part thereof, in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect the interest of the other parties hereunder in or to the Property, or which will prevent the full performance of this Agreement. Provided, nothing herein shall prevent Developer from entering into an agreement to obtain financing for the Purchase Price and development costs which will, upon Closing, result in a mortgage on the property in favor of the Lender.
- 3.4.6 At all times between the approval of this Agreement by both parties hereto and the Closing Date, Developer or its representatives, agents, employees, contractors, architects, or engineers, shall have the right, upon reasonable notice to the Village, to enter thereon and have access to the Property or Village facilities, for the purpose of examining Village records, inspecting, measuring, or testing the Property for any purpose set forth in this Agreement or for any other reasonable purpose.
- 3.4.7 The Village shall convey fee simple title to the Property to Developer on the Closing Date by good, sufficient, recordable quitclaim deed subject only to the Permitted Title Exceptions.
- 3.4.8 At or before the Closing, the parties shall execute and deliver to the Title Company or Escrowee the documents as follows:
- 3.4.8.1 Village shall execute or cause to be executed and deliver;
    - 3.4.8.1.1 Quit Claim Deed conveying to Developer fee simple title to the Property, subject only to the Permitted Exceptions;
    - 3.4.8.1.2 An Affidavit of Title covering the Property, in customary form;
    - 3.4.8.1.3 Any documentation required to satisfy State or Federal income tax disclosure requirements including, but not limited to, the Foreign Investment in Real Property Tax Act of 1980, and Section 1445 of the Internal Revenue Code of 1986;
    - 3.4.8.1.4 An ALTA statement; and
    - 3.4.8.1.5 Such other documents, instruments, certification and confirmations as may

be reasonably required and designated by Developer to fully effect and consummate the transaction contemplated hereby.

3.4.8.2 Developer shall execute and deliver:

3.4.8.2.1 An ALTA statement;

3.4.8.2.2 The Purchase Price as provided in Paragraph 3.3. above; and

3.4.8.2.3 Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Village to fully effect and consummate the transactions contemplated hereby.

3.4.8.3 Village and Developer shall jointly execute the State of Illinois and DuPage County transfer tax declaration(s), the costs of which shall be paid by Developer, and shall jointly execute and deliver to each other an agreed upon proration statement. Developer shall pay no Village transfer tax.

3.4.8.4 All Closing documents to be furnished by the Village or Developer pursuant hereto shall be in form, execution and substance reasonably satisfactory to both Developer and the Village.

3.4.8.5 All documents or other deliveries required to be made by Developer or the Village at Closing, and all transactions required to be consummated concurrently with Closing shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated until all deliveries required by Developer and the Village shall have been made, and all concurrent and other transactions have been consummated.

3.4.8.6 Sole and exclusive possession of the Property shall be delivered to Developer on the Closing Date.

3.4.8.7 The Title Company shall charge the Village with and pay out of the Purchase Price (i) prorations of general real estate taxes; (ii) the cost of title examination and the premium for the Owner's Title Policy title including those endorsements and coverages required hereunder; (iii) all amounts necessary to pay in full and obtain releases of all liens and encumbrances affecting the Property which secure or evidence government charges or obligations to pay money; (iv) Developer and the Village agree to each pay one-half of any escrow fee; and (v) Developer shall be responsible for the costs and expenses charged by its Lender, if any, including but not limited to a Mortgagor's Title Insurance

Policy and recording fees for any and all mortgage or lending documents required to be recorded.

3.5 Representations and Warranties. The parties to this Agreement hereby represent and warrant to one another, as further consideration, and as an inducement to enter into this Agreement, that as of the date on which they approve this Agreement, and on and as of the Closing Date, all representations and warranties made herein are true and correct; the information included in any documents required hereunder to be delivered to either party to this Agreement shall be true, correct and complete in all material respects; there are no claims, causes of action or other litigation or proceedings pending or, to the best of their respective knowledge, threatened in respect to the subject matter of this Agreement, or the ownership, operation or environmental condition of the Property or any part thereof; there are no violations of any health, safety, pollution, environmental, zoning or other Legal Requirements concerning the Property which have not been heretofore corrected; they have not dealt with any broker or finder with respect to the real estate transaction contemplated by this Article, and hereby indemnify one another for any claim for a brokerage commission or finder's fee asserted by any person claiming to have been engaged by either of them; and there are no unpaid general or special real estate or other ad valorem taxes, fee, charges or assessments against the Property.

3.6 Discrepancies in Descriptions. The parties intend that the description of the Property in Exhibit A herein includes all of the real property and all interest held by the Village therein. Accordingly, if prior to delivery of the deed it appears that the legal description for the Property in such Exhibit A does not include or correctly describe such real property or interests therein, the legal description of the Property shall be modified to correctly describe the same.

3.7 Other Terms of Conveyance. This Article shall be governed by and construed in accordance with the laws of the State of Illinois. Time is of the essence of this Agreement.

#### ARTICLE 4 – INDEMNITY

4.1 Indemnification of Village. Developer agrees to indemnify, defend and hold harmless the Village, its Mayor, Council members, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable

attorneys' fees by reason of: (i) A failure by Developer to perform any obligation provided herein; and (ii) A contract, mechanic's lien or other claim by any third party, arising by reason of this Agreement or the Project; and (iii) A claim for personal injury or property damage arising by reason of any activity relating to the examination, inspection, measuring or testing or any construction activity on the Property after Developer's acquisition thereof; and (iv) Any intentional violation of the Act by Developer caused by making of this Agreement; (hereinafter singly or collectively referred to as a "Claim" for the purpose of this Article), other than a Claim arising out of the Village's own acts, the acts of anyone acting by, through or for the Village or the negligence of any of the foregoing. The Village shall give Developer notice of any Claim, and with respect to a Claim for moneys owed by Developer to the Village, Developer shall make payment of such Claim or contest the same within fifteen (15) days from the date of such notice. In the event Developer does not make timely payment, the Village shall have all remedies at law or equity for the collection thereof, including enforcement costs, all of which remedies may be exercised against Developer concurrently or consecutively, or in such other manner and sequence as may be determined by the Village.

4.2 Required Insurance. Developer shall purchase and maintain such insurance as determined by the Village Manager as will protect Developer, and the Village, its officers, agents and employees as additional insured, from the Claims as set forth in paragraph 5.1, and shall provide the Village a certificate of insurance for the Village's approval within twenty-one (21) days after both parties approve this Agreement. The certificates required by this Paragraph shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Village.

#### ARTICLE 5 - OCCURRENCES CONSTITUTING PERMITTED DELAYS

Performance by a party hereunder shall not be deemed to be in default where delays or defaults are due to the fault of the other party, war, unusual weather conditions, oncoming seasonal weather conditions which make it reasonable to delay development so as to assure no interruption in sequential development, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation ("Permitted Delays"). An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of

the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than twenty (20) days after the commencement of the cause or not more than twenty (20) days after the party claiming such extension could have first reasonably recognized the commencements of the cause, whichever is later.

## ARTICLE 6 – MISCELLANEOUS

- 6.1 Assessed Valuation. The parties acknowledge that certain assumptions have been made relative to the future market value and assessed valuation of the Property, as improved pursuant to this Agreement, and further acknowledge that attaining and maintaining such assessed valuation will have a material impact on the revenues available to amortize tax increment financing costs in the Redevelopment Area in accordance with the Plan. It is understood that the final market value of the Project is a significant motivating factor in the selection of Developer.
- 6.2 The Developer shall provide the Village with monthly reports regarding Developer's activities during the prior month, and anticipated activities in the upcoming month. This shall include actual and scheduled construction and expenditures. The Village shall have the right, upon reasonable notice, to examine the accounts and expenditures of Developer relative to the Project to ensure that levels of expenditures are consistent with Final Project Plans.
- 6.3 Developer shall be required to post normal bonds and security for all public improvement as required under the Downers Grove Municipal Code or this Agreement.
- 6.4 In the event a homeowners association is created, the Village shall have the right to review and must approve any covenants or bylaws to ensure they conform to the provisions of this Agreement. The Village shall complete such review within 10 days of receipt and approval shall not be unreasonably withheld.
- 6.5 The Developer shall not permit any liens to be placed upon the Property except as such liens arise from materials, work or financing or the Project.

## ARTICLE 7- REMEDIES & LIABILITY

- 7.1 Remedies. Any party to this Agreement may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement, at law or in equity. IN particular, both parties are entitled to specific performance of this Agreement. In the event any party shall institute legal

action because of a breach of any provision or obligation contained in this Agreement, and a breach shall be established by a final judgment against a party after all appeals have been concluded, the prevailing party shall be entitled to recover reasonable damages and enforcement costs incurred therefore.

7.2 Curative Periods; Default. Subject to the extensions of time set forth in this Agreement, failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy with due diligence. The party claiming such default shall give written notice of the alleged default to the party alleged to be in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the defaulting party diligently proceeds therewith; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach

7.3 Other Acts of Default. In addition to any other breach hereunder, each of the following acts of Developer shall constitute a breach or default by Developer: the filing or execution or occurrence of a petition by Developer seeking any debtor relief, the making of an assignment for the benefit of creditors by Developer, Developer's execution of any instrument for the purpose of effecting a composition of creditors, or adjudication of Developer as bankrupt.

7.4 Express Village's Remedies. Without limitation to any right the Village may otherwise have at law or pursuant to this Agreement, the following remedies are expressly acknowledged.

7.4.1 Specific Performance: The Village shall have the right to specific performance by the Developer along with any successor or assign, to complete the Project in substantial conformance with the Final Project Plans.

7.4.2 Right to Repurchase: After Closing, the Village shall have the right to repurchase as provided herein. To the extent practical, the repurchase shall be processed as provided in Article 3. The re-purchase shall not include any unit or building that has been transferred to the residential owner and shall be subordinate to any mortgage placed upon the property to finance acquisition by the Developer or to finance the construction in conformance with the Final Project Plans. The purchase price shall be \$86,000.00 multiplied by that percentage of the Property to be purchased by the Village. This shall first be applied to pay any liens, including tax liens and financing liens. Any balance shall then be paid to the Developer. In the event that there are insufficient funds to pay-off these liens, and the Village elects to proceed with re-purchase, the Village shall accept the property subject to such liens. The Village may exercise its right of re-purchase in the following events:

- a. Developer fails to substantially commence construction as provided in exhibit C.
- b. The filing or execution or occurrence of a petition by Developer seeking any debtor relief, the making of an assignment for the benefit of creditors by Developer, Developer's execution of any instrument for the purpose of effecting a composition of creditors, or adjudication of Developer as bankrupt.
- c. Except for sales of units to residential owners and before the Project is substantially complete, the Developer places the Property up for sale, or offers to sell the Property, or enters into negotiations to sell the Property.
- d. Developer ceases work on the Project before substantial completion for longer than 6 months.

7.5 Express Developer Remedies. Without limitation to any right the Developer may otherwise have at law or pursuant to this Agreement, the following remedies are expressly acknowledged. If the Village defaults on this Agreement prior to Closing, Developer may terminate this Agreement and its remedies against the Village shall be limited to money damages of actual costs incurred by Developer to the date of the Village's default, for architectural, engineering, development, management, sales, marketing, legal and environmental services.

7.6 Specific Performance. Both parties have the right to bring suit for specific performance of the terms of this agreement.

ARTICLE 8 - GENERAL

8.1 Notice. All notice and demands required hereunder shall be in writing and shall be deemed given when received upon personal or electronic delivery or three (3) days after deposit in the United State Mail, postage, prepaid, certified, addressed to the parties as follows:

If to the Village:                   Riccardo Ginex, Village Manager  
                                                  Village of Downers Grove  
                                                  801 Burlington Avenue  
                                                  Downers Grove, IL 60515

With a Copy to:                   Daniel P. Blondin, Village Attorney  
                                                  Village of Downers Grove  
                                                  801 Burlington Avenue  
                                                  Downers Grove, IL 60515

If to Developer:                   Richard T. Gammonley  
                                                  Gammonley Group  
                                                  322 W. Burlington Ave  
                                                  LaGrange 60525

With a Copy to:                   Mathew M. Klein

8.2 Cooperation. The Village and Developer will make every reasonable effort to expedite giving effect to the terms and provisions hereof and acknowledge that the successful performance of this Agreement requires their diligent cooperation and effort. The Parties agree to cooperate in good faith throughout this Agreement. In particular, but without limitations, the Parties will meet to coordinate the preparation and processing of Project Plans, Project Code Revisions and Project Permits. The Parties may communicate and consult informally as frequently as is necessary to insure that the formal submittal of each of the Drawings to the Village can receive prompt and speedy consideration. Provided, under no circumstances shall such informal communications be deemed to constitute an amendment to this Agreement or waiver of any rights herein. The Village shall cooperate with Developer in securing all such necessary permits, approval, consents, documents and plats and, assuming Developer is in compliance with the terms of this Agreement and legal requirements, shall promptly issue all permits required to be issued by the Village. The

Village further agrees to sign all applications, requests, permits documents or plat which  
Gammonley Development Agreement 1/2/02

require execution by the Village, provided they are in proper form and comply with the Conceptual Project Plan, Preliminary Project Plans or Final Project Plans, and Legal Requirements.

- 8.3 Village Permits. It is the intent of the Parties that the Project will be built in substantial conformance with the Final Project Plans. To that end, and regardless of compliance with applicable codes, the Village shall not be requested, and if requested shall not be required, to approve any permit or development of the Property not in conformance with the Final Project Plan, except as such plans are modified by the joint contractual agreement of the Parties. Provided, if such change is required due to changed legal requirements, then the Village shall process and issue such approval in the manner required by law.
- 8.4 No Incentives. The parties acknowledge that with the exception of this amount of the Purchase Price, no incentives from the Village to Developer to encourage the redevelopment of the Property have been or will be provided.
- 8.5 Village Representations. The Village hereby represents and warrants that it has full lawful right, power and authority, under currently applicable law and in accordance with its powers as a Home Rule municipality, to execute, deliver and perform the terms and provisions of this Agreement; that this agreement has been duly and validly authorized and approved by all necessary Village proceedings; and that this Agreement is valid, binding and enforceable against the Village in accordance with its terms.
- 8.6 Developer Representations. Developer hereby represents and warrants that it is a corporation in good standing under the laws of the State of Illinois, and is duly qualified to do business in the State of Illinois; that it has full lawful right, power and authority, under currently applicable law, to execute, deliver and perform the terms and provision of this Agreement; that this Agreement has been duly and validly authorized and approved by all necessary corporate proceedings; and that this Agreement is valid, binding and enforceable against Developer, in accordance with its terms. Developer further represents that there are no actions of law or similar proceedings which are pending or threatened against Developer or either of its members which might result in any material or adverse change in its financial condition that would affect its financial ability to carry out its obligations under this Agreement.
- 8.7 Financial Responsibility. Developer shall provide to the Village Manager before Closing evidence of lenders' commitments relating to this project. Developer warrants that it has the

financial ability to complete the project in accordance with the requirements of this Agreement.

- 8.8 Disclosure of Principal of the Members of Developer. Not less than 14 days prior to Closing, Developer shall disclose in writing to the Village, all the participants of each of the members of Developer and the percentage of such interest in the distributable income held by those principals.
- 8.9 Recording Memorandum of This Agreement. The Village may record a memorandum hereof against the Property stating that the Village and Developer have entered into this Agreement; and stating the terms hereof relative to Developer's obligation to construct the Project, the Village's right to refuse any permit or approval of any development or use of the Property not in conformance with this Agreement until the Project is substantially complete, the Village's right of first refusal to purchase and Developer's obligation to construct the Park. Developer shall sign the memorandum acknowledging its acceptance thereof on behalf of itself and successor or assigns.
- 8.10 Successors and Assigns. Until the Project is substantially completed, Developer shall not assign or transfer its interest in the Property, except as to sales to residential owners, or its rights under this Agreement, except with the prior written approval of the Village, which may be given or withheld in the reasonable exercise of the Village's discretion. Provided, the parties acknowledge that Developer is expected and has the right to assign this agreement to a single purpose limited liability corporation to be formed to finance and construct the Project. Provided, this along with any other assignment approved by the Village shall not relieve or release Developer from obligations under this Agreement unless such release is expressly approved by the Village. In particular, in the event of default, the Village shall have the right to enforce the terms of this Agreement and seek appropriate remedies against Developer as well as any successor or assign.
- 8.11 Provisions Survive Closing. The provisions of this Agreement, along with all rights and duties of the Parties herein set forth, shall survive the closing and transfer the Property.
- 8.12 Binding Upon Successors in Interest. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.
- 8.13 Title of Paragraphs. Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in

construing or interpreting any provision. The word "herein", "hereunder", "hereof", "hereto" and the like refer to the entirety of this Agreement.

- 8.14 Applicable Law and Jurisdiction. The parties hereto agree to submit any dispute between them to the jurisdiction of the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois, and the appellate courts thereof. The applicable law shall be the law of the State of Illinois.
- 8.15 Amendments. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties hereto, including the adoption of an ordinance or resolution of the Village approving said amendment, as provided by law, and by the execution of the amendment by the parties or their successors in interest. Provided, the Village shall not be obligated to approve any amended Final Project Plans simply because they comply with applicable codes, it being the understanding of the parties that such amendment shall be a contractual right of the Parties to approve or reject.
- 8.16 Time of Essence. Time is of the essence of this Agreement.
- 8.17 Entire Agreement. The terms and conditions set forth in this Agreement and its Exhibits supersede all prior oral and written negotiations, agreements or understandings and constitute the entire agreement between the Village and Developer.
- 8.18 Counterparts. This agreement may be executed in counterparts, each of which shall constitute an original Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

VILLAGE OF DOWNERS GROVE, ILLINOIS

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

Riccardo Ginex, Village Manager

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

Village Clerk

R.T.G. Land Development Corporation

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

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

Exhibit A  
Legal Description

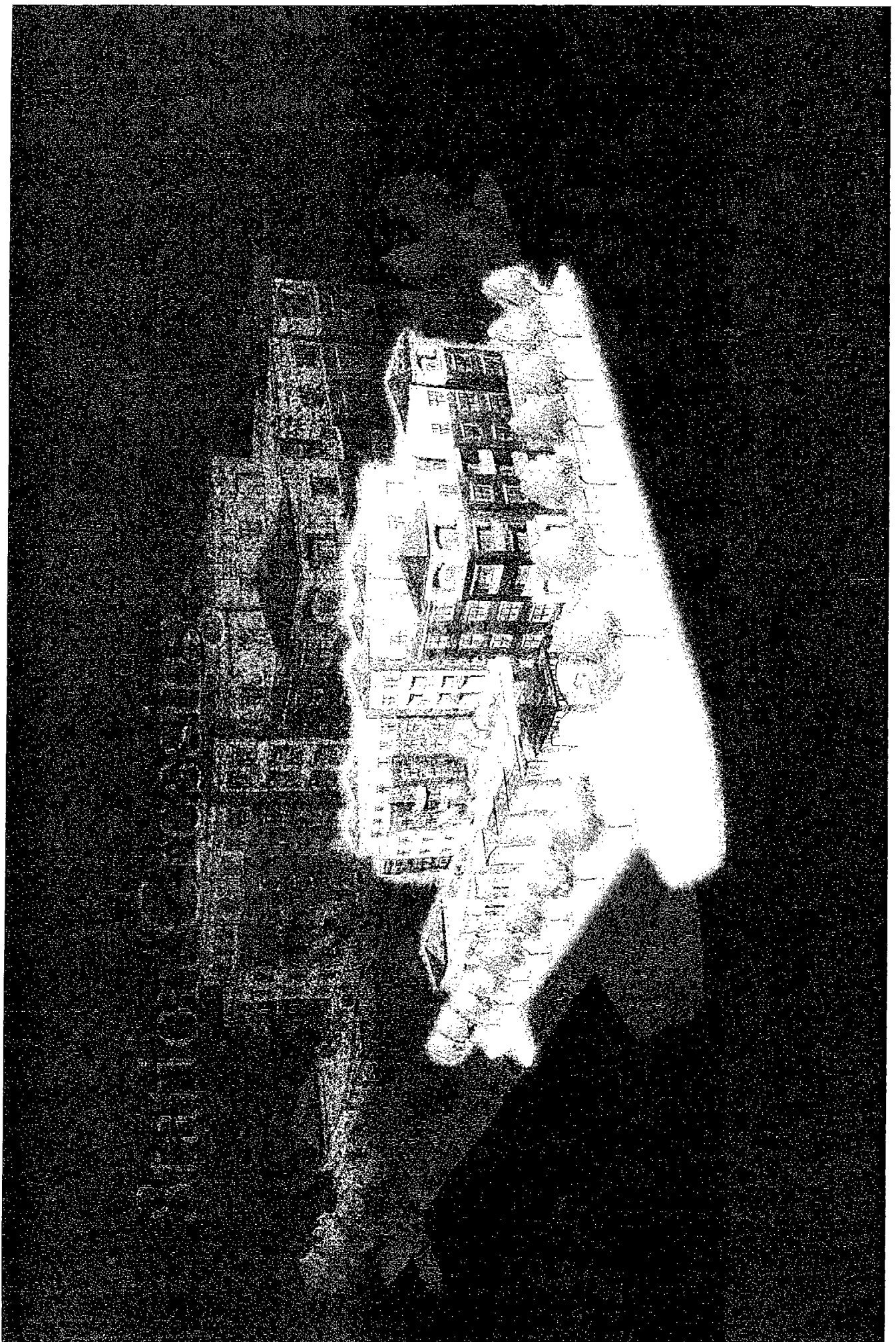
Exhibit B

# Conceptual Project Plan

## Exhibit C

Development Schedule (Note, because of delays in completing this Agreement, any date herein shall be extended 60 days at the request of either party.)

1. Zoning
  - a. Project Code Revisions Application –
  - b. Project Code Revisions Approval -
  - c. Project Permits (Planned Development) -
  - d. Project Permits Approvals -
2. Financials
  - a. Loan Commitment not less than one week prior to closing date.
  - b. Due Diligence –
3. Preliminary Project Plans
  - a. Submitted
    - i. Building -
    - ii. Engineering -
    - iii. Other -
  - b. Approval
    - i. Building – 30 days after submittal
    - ii. Engineering – 30 days after submittal
    - iii. Other – 30 days after submittal
4. Real Estate Transfer
  - a. Title & Survey – one week prior to closing
  - b. Site Remediation – one week prior to closing
  - c. Closing Date –
5. Construction
  - a. Construction Substantially Commenced –
  - b. Construction Substantially Completed -



**STATION CROSSING - DOWNERS GROVE**  
Unit Mix Breakdown and Square Footage  
11/16/01

**IN PROGRESS**

Ground Floor	Unit	Bal/Ftr	Total	No. Units	Total
A	1-Br w/Den	1,154	Note 1	1	1,154
B	2-Br w/Den	1,467		1	1,467
C	1-Br w/Den	1,120		1	1,120
D	1-Br w/Den	1,080		1	1,080
E	2-Br w/Den	1,314		1	1,314
F	1-Br	1,034		1	1,034
G	2-Br	1,300		1	1,300
<b>Totals</b>		<b>8,469</b>		<b>7</b>	<b>8,469</b>
<b>Ave Unit Size (sf)</b>		<b>1,210</b>			

**Typical Floor (Floors 2 to 4)**

H	2-Br w/Den	1,451	48	1,499	2	2,998
I	1-Br w/Den	1,170	48	1,218	3	3,654
J	2-Br w/Den	1,472	44	1,516	3	4,548
D-1	1-Br w/Den	1,081	48	1,129	3	3,387
H-1	2-Br w/Den	1,440	48	1,488	2	2,976
K	1-Br	1,052	48	1,100	3	3,300
L	2-Br w/Den	1,285	150	1,445	3	4,335
M	1-Br w/Den	1,094	48	1,142	3	3,426
N	2-Br w/Den	1,452	48	1,500	3	4,500
O	1-Br w/Den	1,164	48	1,212	3	3,636
P	3-Br	1,440	48	1,488	3	4,464
K-1	1-Br	1,050	48	1,098	3	3,294
Q	2-Br	1,300	150	1,450	1	1,450
Q-1	2-Br	1,288	150	1,438	1	1,438
<b>Totals</b>		<b>17,750</b>	<b>974</b>	<b>18,724</b>	<b>36</b>	<b>47,407</b>
<b>Ave Unit Size (sf)</b>		<b>1,268</b>				

**Fifth Floor Units Penthouse**

R	3-Br	2,038	830	2,868	1	2,868
S	3-Br	1,775	1,075	2,850	1	2,850
T	2-Br w/Den	1,650	1,501	3,151	1	3,151
U	3-Br	1,945	1,907	3,852	1	3,852
V	3-Br	2,048	494	2,542	1	2,542
<b>Totals</b>		<b>9,456</b>	<b>6,807</b>	<b>15,263</b>	<b>5</b>	<b>15,263</b>
<b>Ave Unit Size (sf)</b>		<b>1,891</b>				

**Total Saleable Area**

71,139

**Total # of Units by Type**

1-Br	7
1-Br w/Den	15
2-Br	3
2-Br w/Den	16
3-Br	7
<b>Total</b>	<b>48</b>

**SITE DATA**

Site Area: 43,792 S.F.

**Proposed Development**

48 dwelling units  
13,218 S.F. retail  
71 parking spaces (for residential - 1.48 / dwelling unit)  
Building coverage 25,598 S.F. = 58.5% of site

**Building Areas:**

Ground Floor 25,598 SF  
2nd - 3rd Floors 34,720 SF  
4th Floor 17,058 SF  
5th Floor 10,977 SF  
Total (above grade) 88,353 SF

Parking Level 28,363 SF

**Building Setbacks (minimum per plan):**

North (Rogers) 18'-9"  
North (typical) 24'-6"  
South (Warren) 19'-3"  
East (Highland) 8'-10"  
West (Main St.) 7'-5"

Open space 18,194 SF (41.5%)  
Green space 10,228 SF (23.4%)  
Pavement 7,966 SF (18.1%)

**Building Heights:** From Warren Avenue:  
top of hip roof = 60' - 10"  
top of parapet = 53' - 0"  
From Rogers Street:  
top of hip roof = 63' - 6"  
top of parapet = 57' - 10"

\* above lobby level

**Parking**

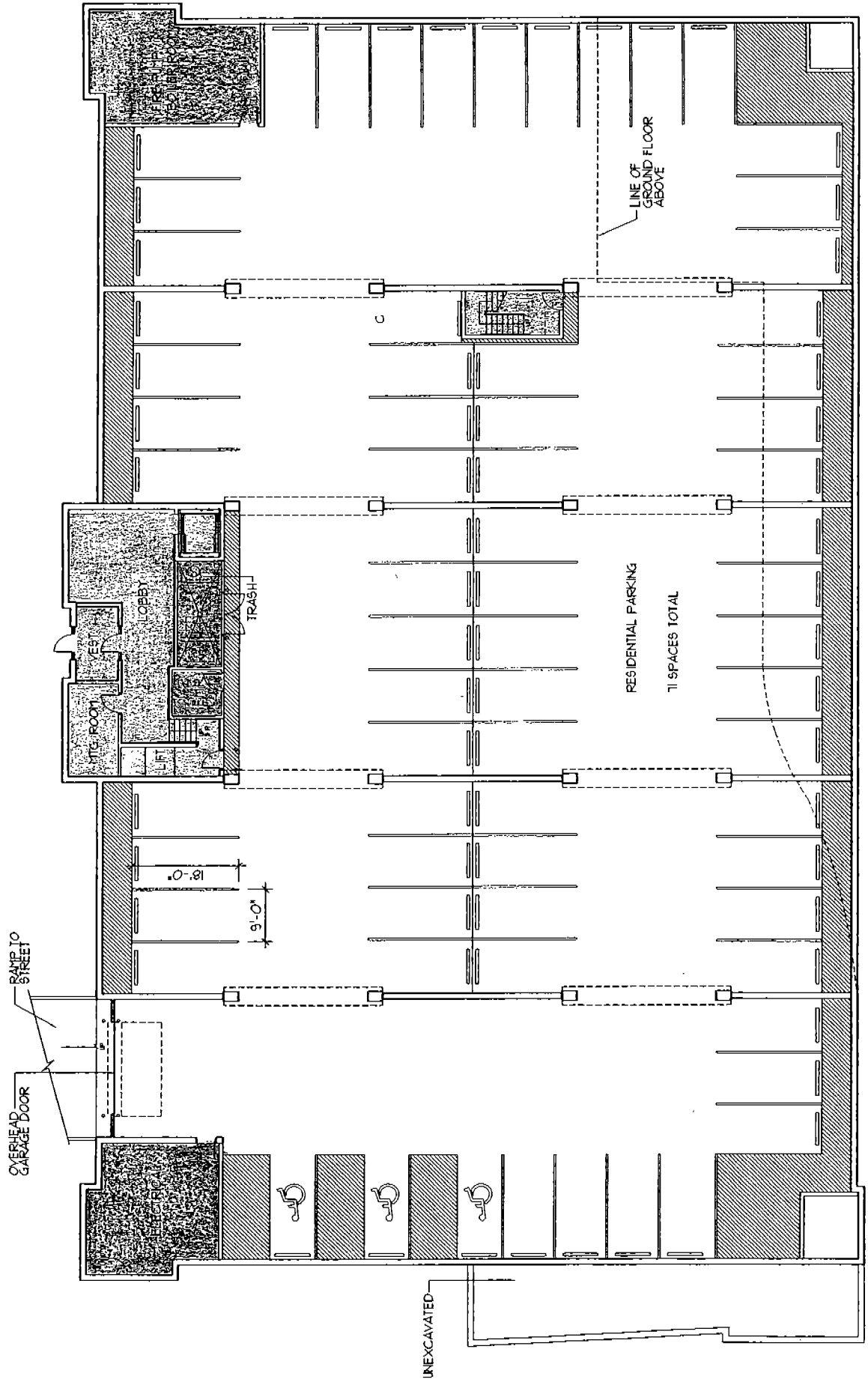
24 spaces total (off site)

**Retail:**

68 spaces \* 3 H.C. spaces = 71 spaces total

\* Notes:  
1. All Ground Floor units have private yards





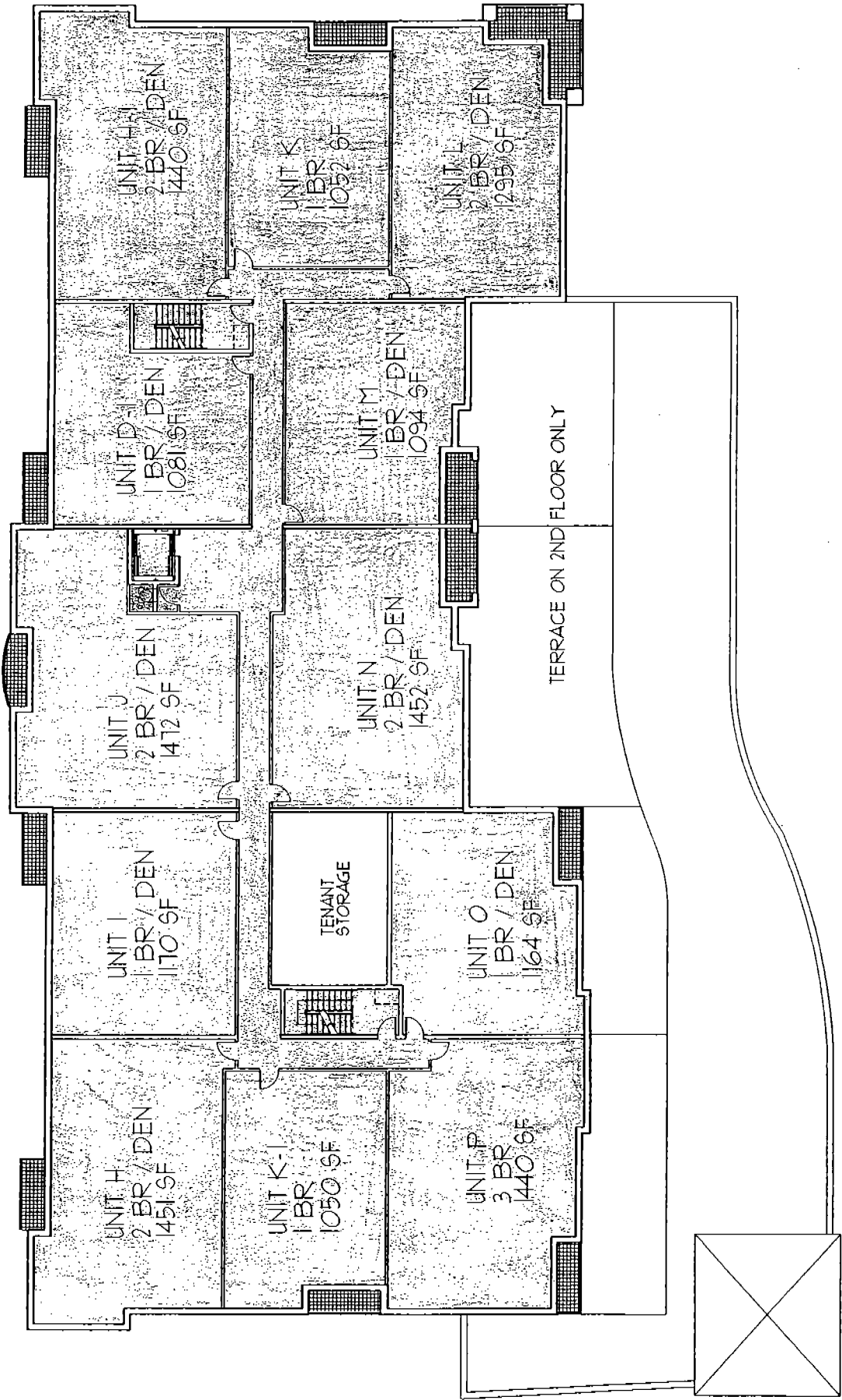
SCALE: 1/16" = 1'-0"

Gammonley Group / PPKS ARCHITECTS

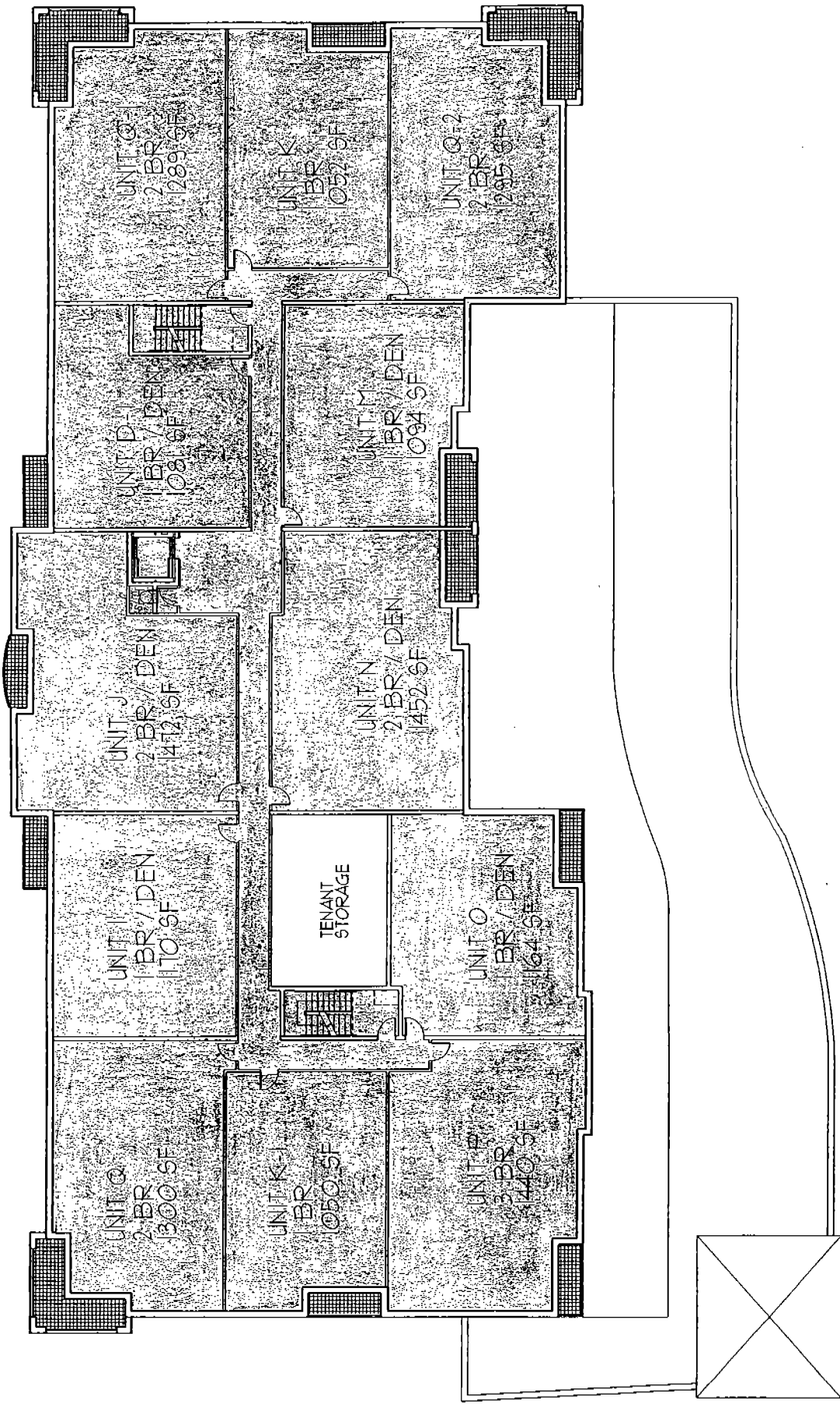
16 NOV 2001

PARKING PLAN

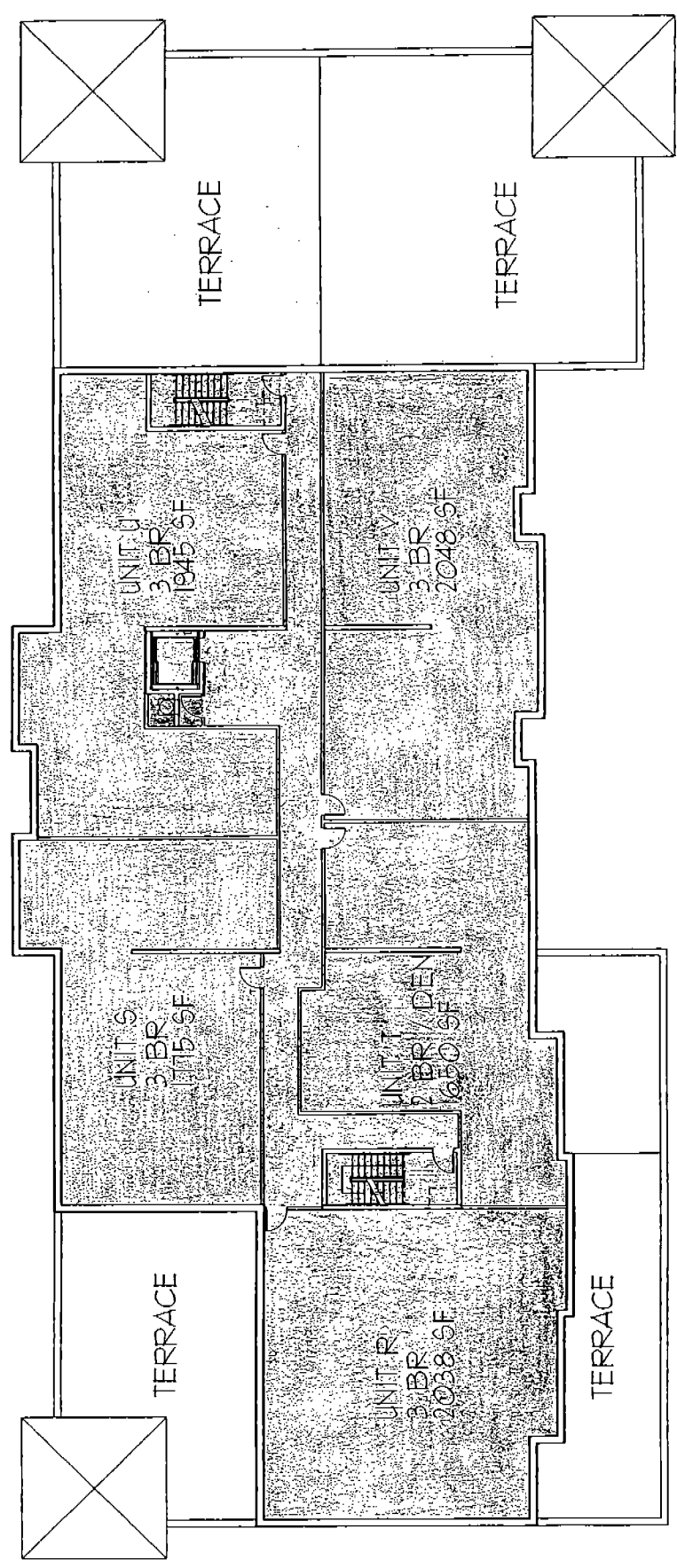
STATION CROSSING  
DOWNERS GROVE, IL



SCALE: 1/16" = 1'-0"



SCALE: 1/16" = 1'-0"

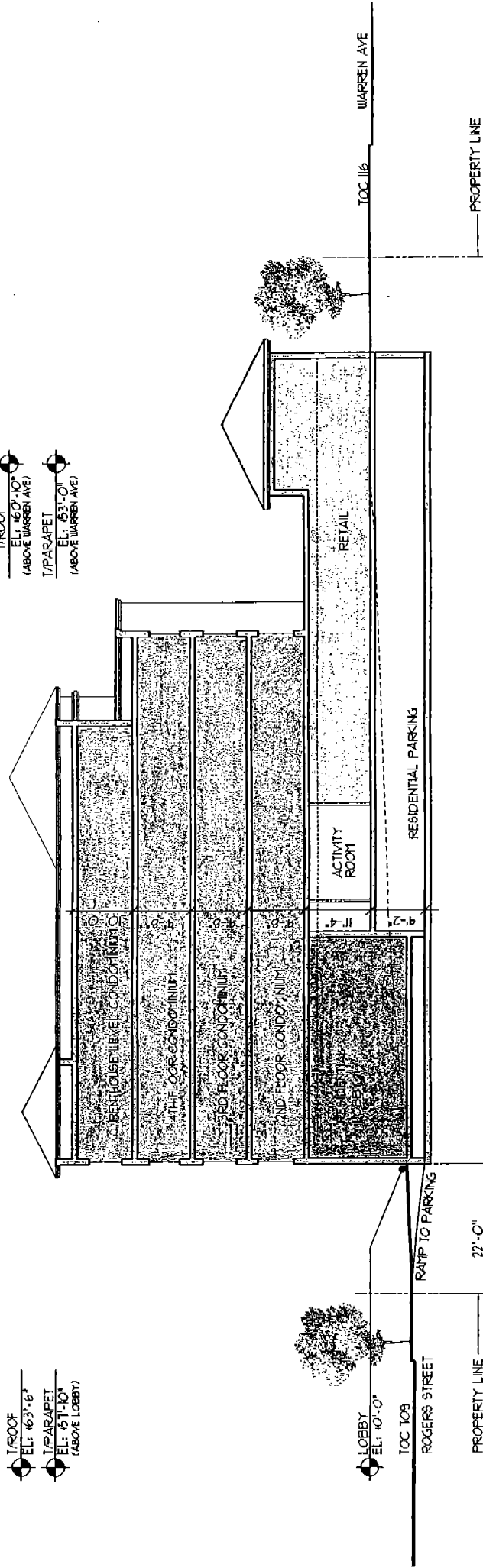


SCALE: 1/16" = 1'-0"

PENTHOUSE FLOOR PLAN (FLOOR 5)

T/ROOF  
 EL: 160'-10"  
 (ABOVE WARREN AVE)  
 T/PARAPET  
 EL: 153'-0"  
 (ABOVE WARREN AVE)

T/ROOF  
 EL: 163'-6"  
 T/PARAPET  
 EL: 151'-10"  
 (ABOVE LOBBY)



WARREN AVE  
TOC 116

PROPERTY LINE

RESIDENTIAL PARKING

RETAIL

ACTIVITY ROOM

LOBBY  
EL: 10'-0"

TOC 109  
ROGERS STREET

22'-0"

PROPERTY LINE

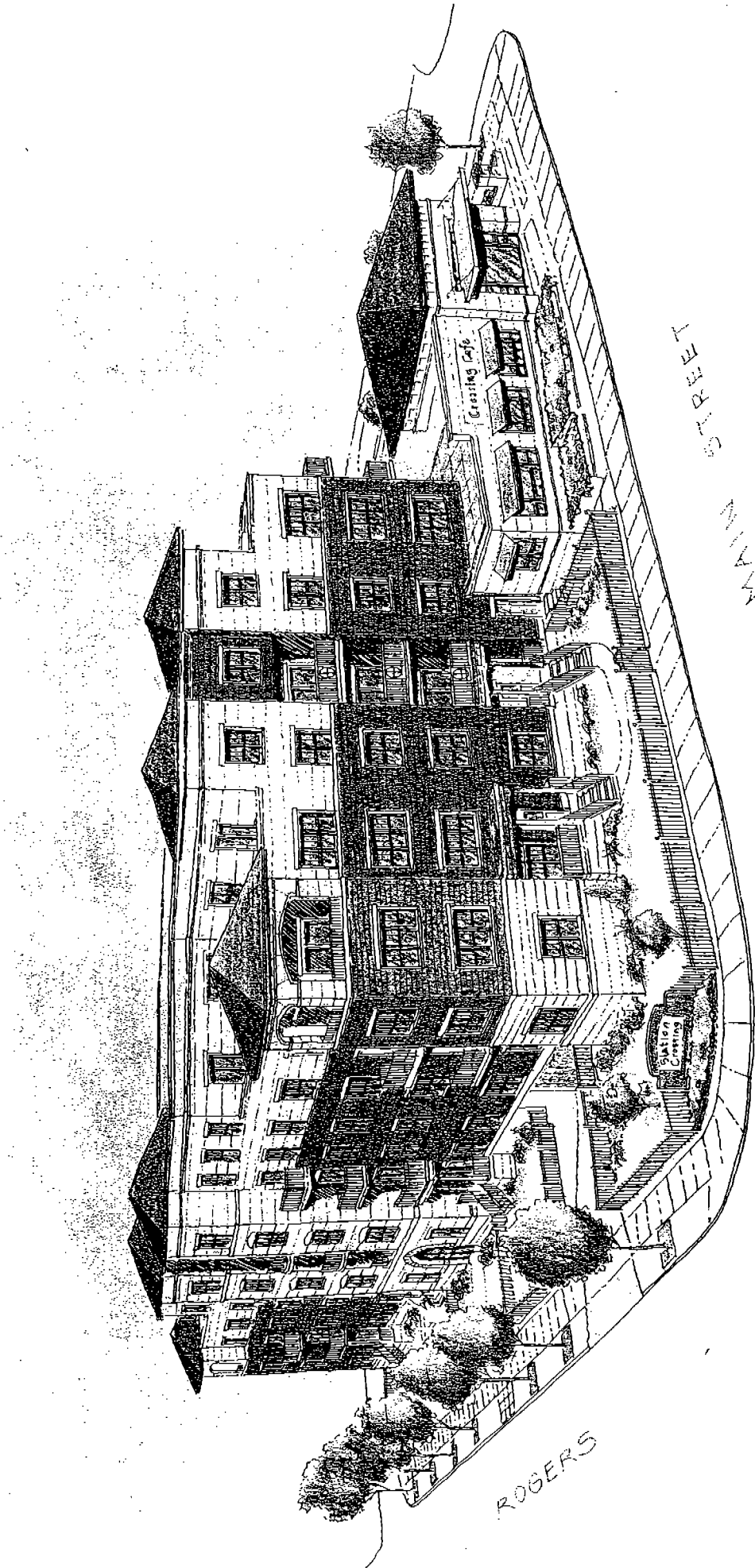
Section Through Site Looking East

STATION CROSSING  
DOWNERS GROVE, IL

Gammonley Group / PPKS ARCHITECTS

16 NOV 2001

SCALE: 1/16" = 1'-0"



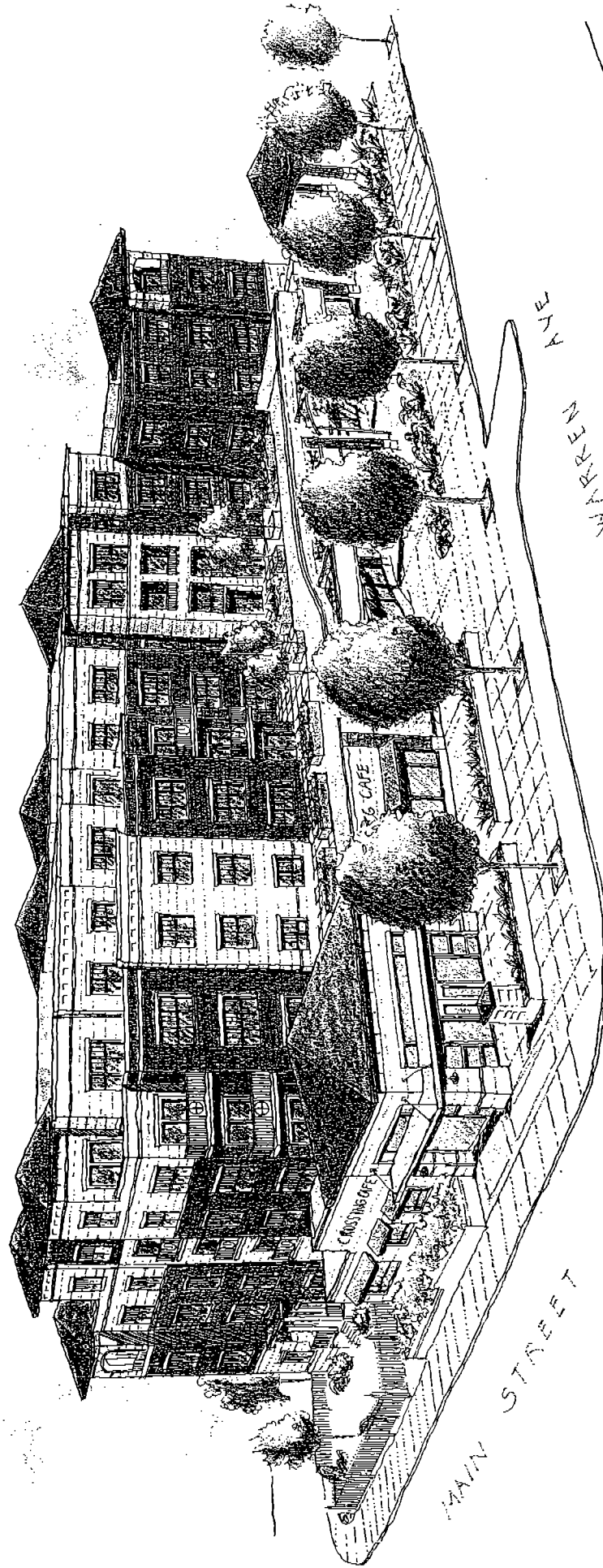
VIEW FROM NORTHWEST

Gammonley Group / PPKS ARCHITECTS

16 NOV 2001

STATION CROSSING

DOWNERS GROVE, IL

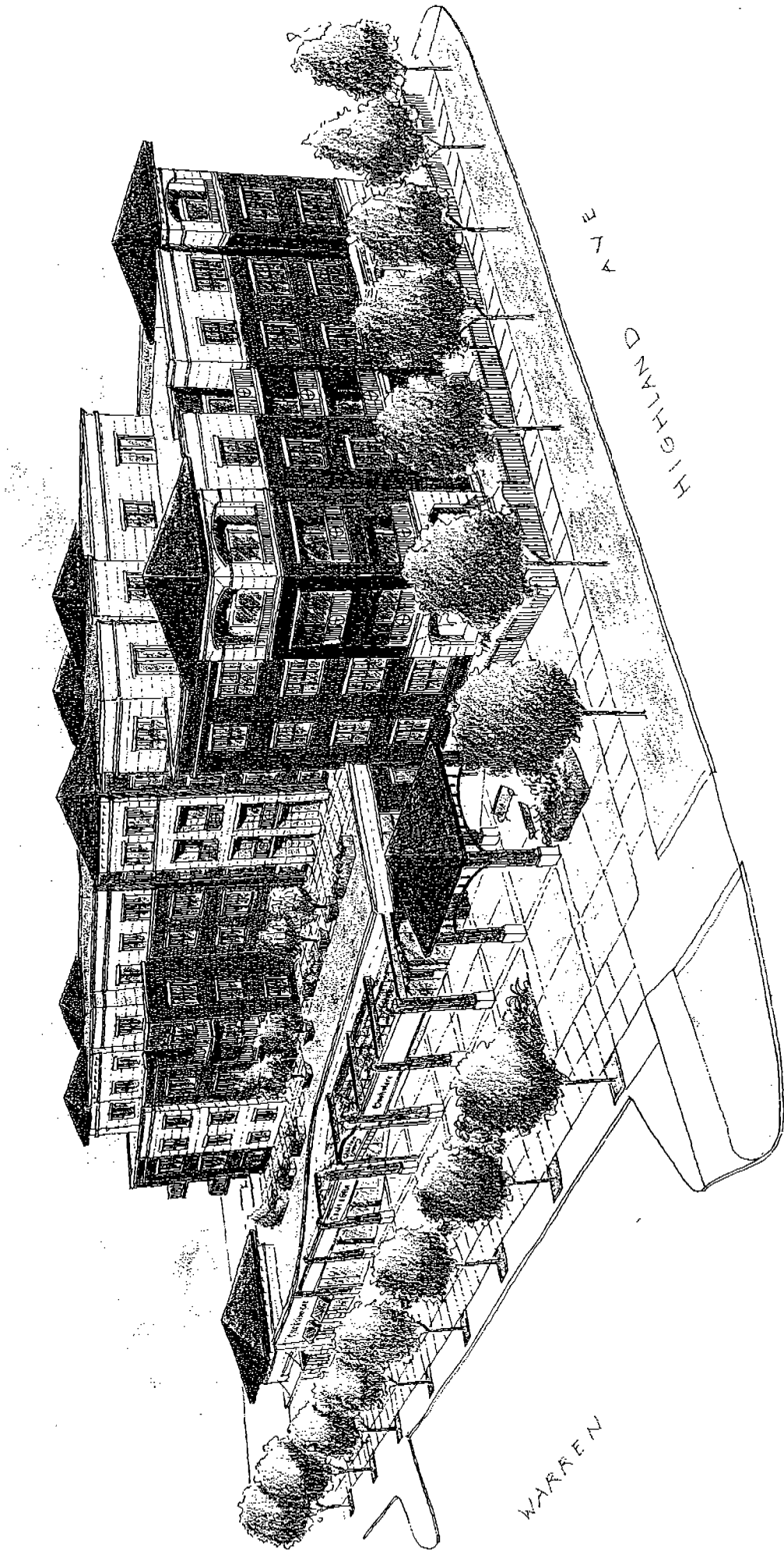


VIEW FROM SOUTHWEST

STATION CROSSING  
DOWNS GROVE, IL

Gammonley Group / PPKS ARCHITECTS

16 NOV 2001

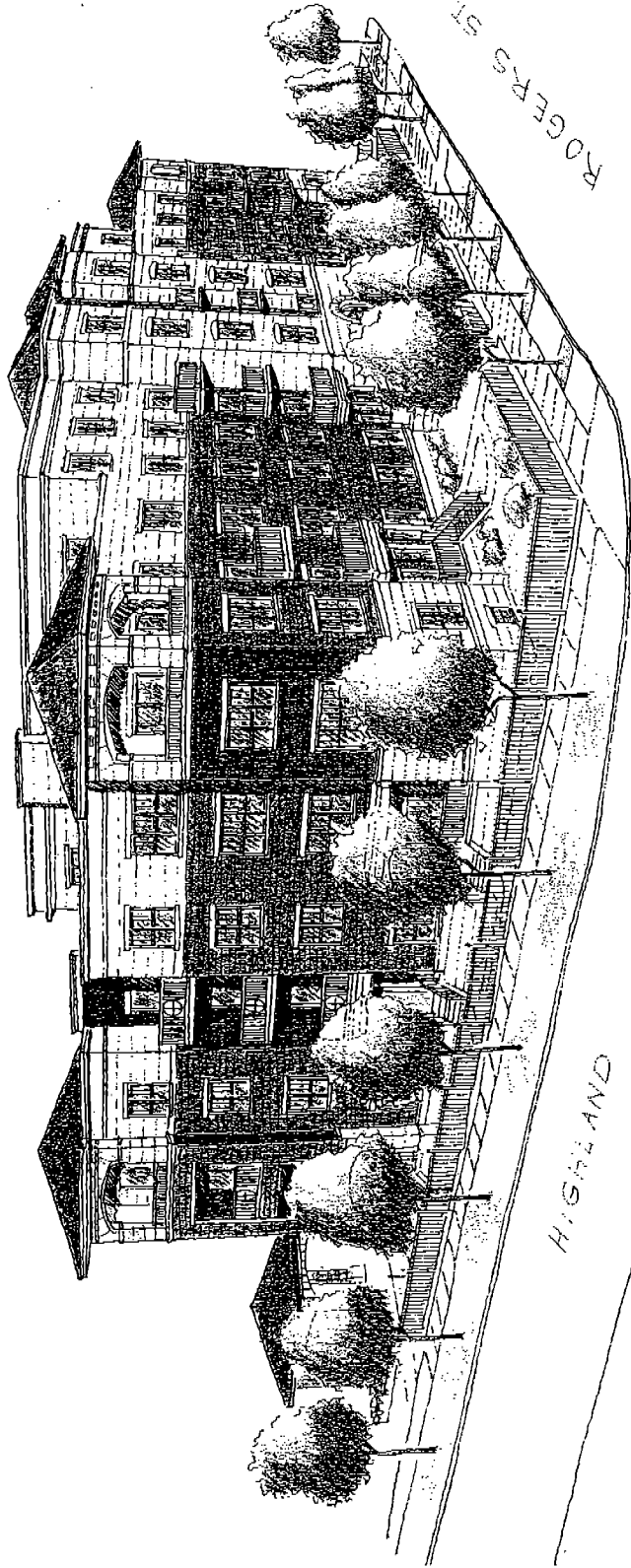


VIEW FROM SOUTHEAST

Gammonley Group / PPKS ARCHITECTS

STATION CROSSING  
DOWNERS GROVE, IL

16 NOV 2001

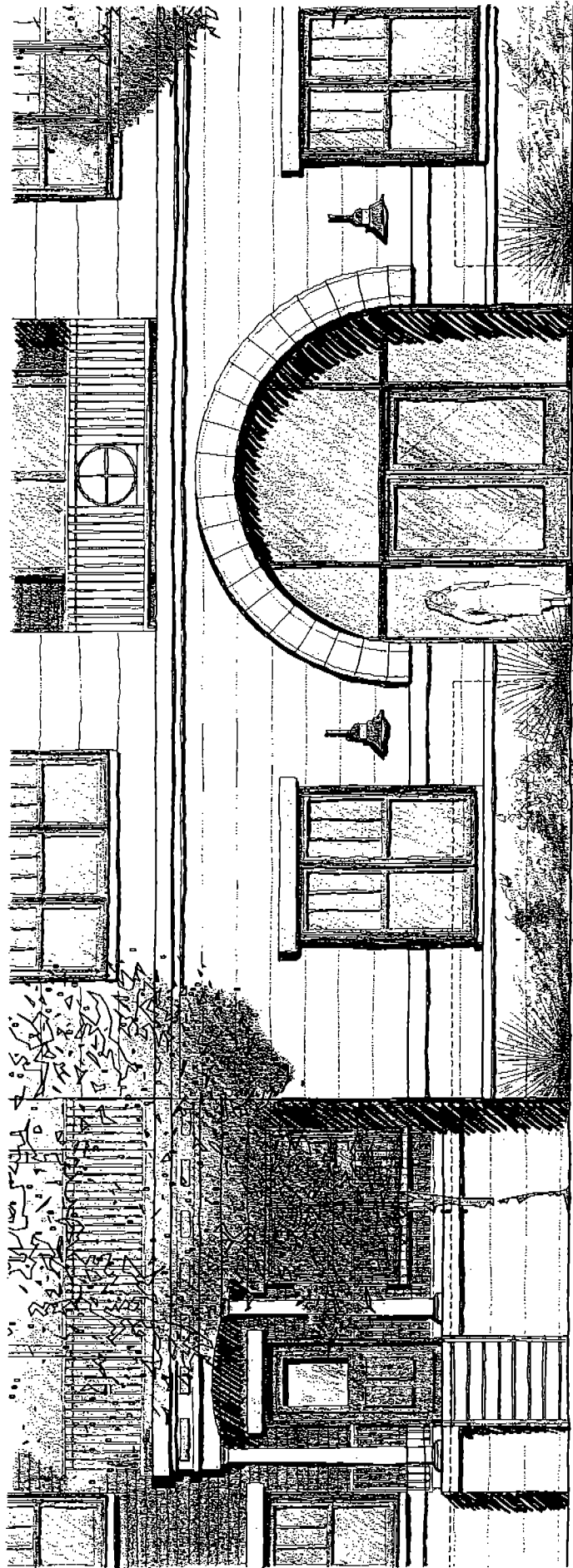


VIEW FROM NORTHEAST

STATION CROSSING  
DOWNERS GROVE, IL

Gammonley Group / PPKS ARCHITECTS

16 NOV 2001



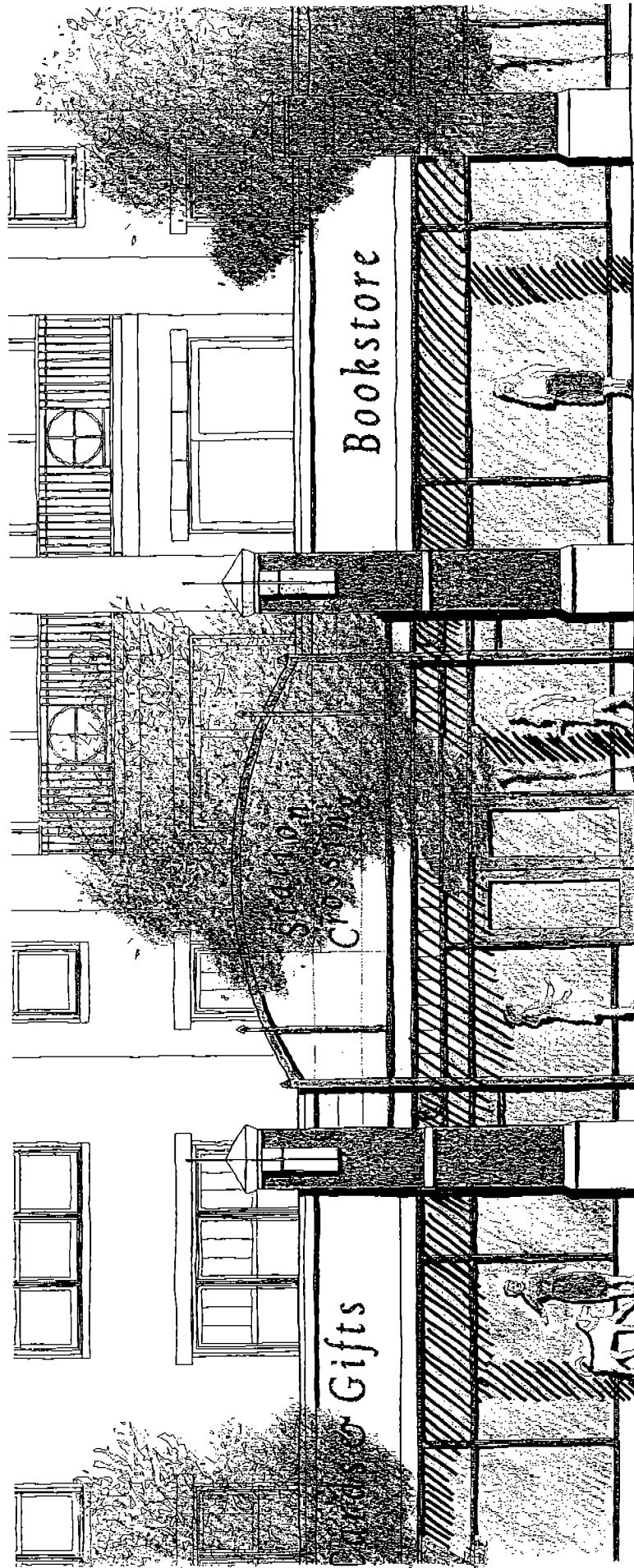
SCALE: 1/4" = 1'-0"

**DETAIL AT RESIDENTIAL ENTRANCE**

**Gammonley Group / PPKS ARCHITECTS**

**STATION CROSSING**  
DOWNERS GROVE, IL

18 NOV 2001



SCALE: 1/4" = 1'-0"

**DETAIL AT RETAIL**

**STATION CROSSING**  
DOWNERS GROVE, IL

**Gammonley Group / PPKS ARCHITECTS**  
18 NOV 2001