FY 2025

ANNUAL TAX INCREMENT FINANCE REPORT

SUSANA A. MENDOZA
ILLINOIS STATE COMPTROLLER

Name of Municipality:	**Coal Valley**	Reporting Fiscal Year:	**2025**
County:	Rock Island	Fiscal Year End:	**12/31/2025**
Unit Code:	**081/020/32**		

FY 2025 TIF Administrator Contact Information-Required

First Name:	**Herbert**	Last Name:	**Klein**		
Address:	1701 Clearwater Avenue	Title:	Administrator		
Telephone:	309-664-7777	City:	Bloomington	Zip:	61704
E-mail	**kjacob@tifillinois.com**				

I attest to the best of my knowledge, that this FY 2025 report of the redevelopment project area(s)

in the **City/Village** of: **Coal Valley**

is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Written signature of TIF Administrator

06-22-2026
Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
Coal Valley TIF District II	9/10/2025	

*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

Primary Use of Redevelopment Project Area*:	d
***Types include:** Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	Commercial,Retail,Residential

Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):

Tax Increment Allocation Redevelopment Act	X
Industrial Jobs Recovery Law	

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] **If yes, please enclose the amendment (Labeled Attachment A).** For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] **If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (Labeled Attachment A).**	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] **Please enclose the CEO Certification (Labeled Attachment B).**		**X**
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] **Please enclose the Legal Counsel Opinion (Labeled Attachment C).**		**X**
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] **If yes, please enclose the Activities Statement (Labled Attachment D).**		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] **If yes, please enclose the Agreement(s) (Labeled Attachment E).**		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] **If yes, please enclose the Additional Information (Labeled Attachment F)**.	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] **If yes, please enclose the contract(s) or description of the contract(s) (Labeled Attachment G).**	X	
Were there any reports ***submitted to*** the municipality ***by*** the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] **If yes, please enclose the Joint Review Board Report (Labeled Attachment H).**	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] **If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (Labeled Attachment J).**	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality, setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] **If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter MUST be attached (Labeled Attachment J).**	X	
Has a cumulative of $100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) **If yes, please enclose audited financial statements of the special tax allocation fund (Labeled Attachment K).**	X	
Cumulatively, have deposits of incremental taxes revenue equal to or greater than $100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] **If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (Labeled Attachment L).**	X	
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] **If yes, please enclose the list only, not actual agreements (Labeled Attachment M).**	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. **If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (Labeled Attachment N).**	X	
Letter from the Mayor/Village President designating the municipality's TIF Administrator. **Must include the phone number and email address of the designated party (Labeled Attachment O.)**	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period	$ -

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source ______________; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund	$ -		
Cumulative Total Revenues/Cash Receipts		$ -	0%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	$ -		
Transfers to Municipal Sources			
Distribution of Surplus			
Total Expenditures/Disbursements	$ -		
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	$ -		
Previous Year Adjustment (Explain Below)			
FUND BALANCE, END OF REPORTING PERIOD*	$ -		

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	**Amounts**	**Reporting Fiscal Year**
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
		$ -
2. Annual administrative cost.		
		$ -
3. Cost of marketing sites.		
		$ -
4. Property assembly cost and site preparation costs.		
		$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		$ -
6. Costs of the constructuion of public works or improvements.		
		$ -

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		$ -
8. Cost of job training and retraining projects.		
		$ -
9. Financing costs.		
		$ -
10. Capital costs.		
		$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		$ -

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		$ -
14. Payments in lieu of taxes.		
		$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		$ -
17. Cost of day care services.		
		$ -
18. Other.		
		$ -

TOTAL ITEMIZED EXPENDITURES		**$ -**

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

List all vendors, including other municipal funds, that were paid in excess of $10,000 during the current reporting year.

Name	Service	Amount

SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE	$ -

1. Description of Debt Obligations	**Amount of Original Issuance**	**Amount Designated**
N/A		
Total Amount Designated for Obligations	$ -	$ -

2. Description of Project Costs to be Paid	**Amount of Original Issuance**	**Amount Designated**
Public Projects		$ 15,500,000
Private Projects		$ 7,680,000
Capital Costs		$ 4,000,000
Total Amount Designated for Project Costs		$ 27,180,000

TOTAL AMOUNT DESIGNATED	$ 27,180,000
SURPLUS/(DEFICIT)	$ (27,180,000)

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X	**Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.**

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	

2. The municipality **DID** undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of **ALL** activities undertaken in furtherance of the objectives of the redevelopment plan:	1
2b. The **NUMBER** of new projects undertaken in fiscal year 2022 or any fiscal year thereafter, within the Redevelopment Project Area.	1

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	**11/1/99 to Date**	**Estimated Investment for Subsequent Fiscal Year**	**Total Estimated to Complete Project**
Private Investment Undertaken (See Instructions)	$ -	$ -	$ -
Public Investment Undertaken	$ -	$ -	$ 1,000,000
Ratio of Private/Public Investment	0		0

Project 1 Name: Fareway Stores, Inc.

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ -		$ 1,000,000
Ratio of Private/Public Investment	0		0

Project 2 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois. SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
Fareway Stores, Inc.				

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.
Fareway Stores, Inc.		

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return
Fareway Stores, Inc.	

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

Provide a general description of the redevelopment project area using only major boundaries.

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2025

Name of Redevelopment Project Area:

COAL VALLEY TIF DISTRICT II

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2025		

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

| | **Indicate an 'X' if the overlapping taxing districts did not receive a surplus.**

Overlapping Taxing District	Surplus Distributed from redevelopment
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

ATTACHMENT "B"

Incorporated 1876
"A Progressive Community
with a proud past"

Village of Coal Valley
900 1st Street
P.O. Box 105
Coal Valley, Illinois 61240
Phone 309-799-3604 Fax 309-799-3651
www.coalvalleyil.org

Michael Bartels
Village President

VILLAGE OF COAL VALLEY

CERTIFICATION OF

CHIEF EXECUTIVE OFFICER

The undersigned, Michael Bartels, Mayor of the Village of Coal Valley, Illinois, hereby certifies that the Village of Coal Valley has complied with all of the requirements of 65 ILCS 5/11-74.4-1 et. seq. during the Village's Fiscal Year, January 1, 2025 through December 31, 2025.

Signed the 18th day of June, 2026.

Michael T. Bartels
Village of Coal Valley, Illinois

ATTACHMENT "C"

JACOB J&K KLEIN LTD

Attorneys at Law

June 22, 2026

Mayor Michael Bartels
Village of Coal Valley
900 1st Street
Coal Valley, Illinois 61240

RE: Village of Coal Valley
Tax Increment Financing District II
FY 2025

Dear Mayor Bartels and Board Members:

As Special Attorney for the Village of Coal Valley, Illinois, it is my opinion, based upon the information provided to our office that the Village has complied with the requirements for the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. This opinion is based upon the review of information prepared, in part, by others and provided to this office. To the best of our knowledge, such information is accurate but we have not independently verified all of such information. This opinion is prepared for and intended for the use of the Village Board, its officers and management, and for the Comptroller of the State of Illinois. It is not intended for and should not be used or relied upon by others.

Sincerely,

Herbert J. Klein

Thomas N. Jacob, *(Ret.)*
Nicolas P. Nelson

1701 Clearwater Ave. | Bloomington, IL 61704
ph 309-664-7777 | fax 309-664-7878

Herbert J. Klein

925 Shooting Park Rd., Suite A | Peru, IL 61354
ph 815-223-7550 | fax 815-223-7577

www.jacobkleinlaw.com

ATTACHMENT "D"

Village of Coal Valley TIF District II
Fiscal Year 2025
Analysis of Annual Expenditures

	Year ended December 31, 2025 Expenditure	TOTAL EXPENDITURES 2025 to 2025
I. Public Projects:		
Streets, Sidewalks, Parking Lots, Equipment	$ 0	$ 0
Sanitary Sewer, Lift Station, Plant, Lagoons, Equipment	$ 0	$ 0
Water Main, Hydrants, Storage, Treatment Facility	$ 0	$ 0
Storm Sewer, Retention/Detention Basin, Equipment	$ 0	$ 0
Utilities, Telecommunications, Equipment	$ 0	$ 0
Acquisition, Demolition, Clearing & Grading	$ 0	$ 0
Public Facilities Rehab, Repairs, Construction	$ 0	$ 0
Environmental Contaminants Remediation/Removal	$ 0	$ 0
Marketing, Signage, Lighting, Website	$ 0	$ 0
Parks, Trails, Green Space, Forestry	$ 0	$ 0
Redevelopment Loans, Grants, Revitalization/Rehab	$ 0	$ 0
Neighborhood Redevelopment, Rehab, Grants, Loans	$ 0	$ 0
Staff, Engineering, Accounting, Legal, Education	$ 0	$ 0
Public Safety, Emergency Facilities & Equipment	$ 0	$ 0
Job Training & Retraining	$ 0	$ 0
Contiguous TIF Districts Infrastructure Improvements	$ 0	$ 0
TOTAL	**$ 0**	**$ 0**
II. Private Projects:		
Fareway Stores, Inc.	$0	$0
Commercial Retail Strip Facility	$0	$0
Commercial Retail Project	$0	$0
Retail Convenience Store	$0	$0
Commercial Bed & Breakfast Project	$0	$0
Large Commercial Renovation Projects	$0	$0
Small Commercial Renovation Projects	$0	$0
Residential Rehab/Renovation Projects	$0	$0
Residential Duplex Project I	$0	$0
Apartment Building/Townhomes	$0	$0
Assisted Living/Senior Care Facility	$0	$0
Senior Residential Development	$0	$0
Single-Family In-Fill Lot Development	$0	$0
TOTAL	**$ 0**	**$ 0**
III. Taxing District's Capital Costs:		
Capital Costs	$ 0	$ 0
a. None	$ 0	$ 0
TOTAL	**$ 0**	**$ 0**
TOTAL EXPENDITURES	**$ 0**	**$ 0**

ATTACHMENT "E"

VILLAGE OF COAL VALLEY, ILLINOIS

ORDINANCE NO. 2025-25-11-021

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF COAL VALLEY

AND

FAREWAY STORES, INC.

COAL VALLEY TAX INCREMENT FINANCING DISTRICT II &
COAL VALLEY BUSINESS DEVELOPMENT DISTRICT

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF COAL VALLEY, ROCK ISLAND COUNTY, ILLINOIS,
ON THE 12TH DAY OF NOVEMBER, 2025.

VILLAGE OF COAL VALLEY, ILLINOIS: ORDINANCE NO. 2025-______
AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN: THE VILLAGE OF COAL VALLEY & FAREWAY STORES, INC. COAL VALLEY TIF DISTRICT II & BDD

The Village Board of Trustees has determined that this Redevelopment Agreement is in the best interest of the citizens of the Village of Coal Valley; therefore, be it ordained by the President and Village Board of Trustees of the Village of Coal Valley, Rock Island County, Illinois as follows:

SECTION ONE: The Redevelopment Agreement with Fareway Stores, Inc., the Developer (*Exhibit A*) attached hereto is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Redevelopment Agreement and the Village Clerk of the Village of Coal Valley is hereby authorized and directed to attest such execution.

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 11th day of June, 2025.

SECTION FOUR: The proposed Coal Valley TIF District II is contiguous to TIF District I. The Village hereby authorizes the reimbursement of the Developer's TIF eligible project costs provided for in the Redevelopment Agreement attached hereto to be paid from real estate tax revenues generated in TIF District I.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED and ADOPTED by the Corporate Authorities of the Village of Coal Valley this 12th day of November, 2025 and filed in the office of the Village Clerk of said Village on that date.

PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Thomas House Sr.	X		
Laura Rigg	X		
Stanley Engstrom	X		
Richard Jewell	X		
James Mountain	X		
Janice McBride	X		
Michael Bartels, President			
TOTAL VOTES:	6		

APPROVED: Michael T. Bartels, Date 11 / 19 / 2025
Village President

ATTEST: Elissa Bundy, Date: 11 / 12 / 2025
Village Clerk

EXHIBIT A: REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF COAL VALLEY & FAREWAY STORES, INC.

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

VILLAGE OF COAL VALLEY,
ROCK ISLAND & HENRY COUNTIES, ILLINOIS

and

FAREWAY STORES, INC.

VILLAGE OF COAL VALLEY

TAX INCREMENT FINANCING DISTRICT II

NOVEMBER 12, 2025

TIF REDEVELOPMENT AGREEMENT
by and between
VILLAGE OF COAL VALLEY
and
FAREWAY STORES, INC.

VILLAGE OF COAL VALLEY TIF DISTRICT II

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 12th day of November, 2025 by and between the Village of Coal Valley (the "Village"), an Illinois Municipal Corporation, Rock Island and Henry Counties, Illinois, and Fareway Stores, Inc. (the "Developer").

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation, the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the "Act"), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues ("real estate tax increment") or from other Village revenues; and

WHEREAS, on November 1, 2006, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects (the "Plan"), designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Coal Valley Route 6 TIF District ("TIF District I"); and

WHEREAS, on September 10, 2025, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects (the "Plan"), designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for Coal Valley TIF District II ("TIF District II"); and

WHEREAS, included in the TIF District II Redevelopment Amended Project Area is property acquired by the Developer, located at the southeast corner of 1st Street and U.S. Highway 6 (1st Ave.), Coal Valley, Illinois, currently real estate tax property identification numbers 17-23-202-002, 17-23-202-003, 17-23-203-001 and 17-23-203-006 (the "Property"); and

WHEREAS, the Developer has acquired said Property from the Village and is proceeding with plans to construct a 17,000 square foot full-service Fareway Meat and Grocery Store on the Property with a total investment of $9,000,000 (the "Project"), and is doing so based on the availability of TIF incentives offered by the Village; and

WHEREAS, on June 11, 2025, the Village and the Developer entered into a TIF District Predevelopment Agreement regarding the Project (the "Predevelopment Agreement") (attached hereto as **Exhibit A**); and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the Village may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as listed in the attached ***Exhibit 1*** attached hereto as part of **Exhibit A**; and

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the Predevelopment Agreement, the Village and the Developer agree as follows:

1. All the terms and provisions set forth in the Predevelopment Agreement are hereby adopted and incorporated into this Redevelopment Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Coal Valley, Illinois.

VILLAGE	**DEVELOPER**
COAL VALLEY, ILLINOIS, a Municipal Corporation	**FAREWAY STORES, INC.**, an Iowa Corporation
BY: Michael T. Bartels President, Village of Coal Valley	BY: Garrett S. Piklapp Garrett S. Piklapp, President
ATTEST: Elissa Bundy Village Clerk, Village of Coal Valley	Date: 1·20·26

EXHIBIT A

TIF DISTRICT PREDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF COAL VALLEY, ILLINOIS

AND

FAREWAY STORES, INC.

VILLAGE OF COAL VALLEY, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS

ORDINANCE NO. 2025-06-008

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY AND APPROVING A TIF DISTRICT PREDEVELOPMENT AGREEMENT

WHEREAS, the Village of Coal Valley, Rock Island County, Illinois (the "Village") is an Illinois municipal corporation established in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, it is deemed advisable and in the best interest of the Village of Coal Valley, Rock Island County, Illinois to provide for the sale of certain real estate located at the southeast corner of 1st Street and U.S. Highway 6 (1st Avenue), PINs 17-23-202-002, 17-23-202-003, 17-23-203-001 and 17-23-203-006, legally described as Lots 1 and 2 in the River Park Acres Subdivision Second Addition and Lots 2, 11 and 12 in the River Park Acres Subdivision, Coal Valley, Illinois; and

WHEREAS, such real estate is located in the proposed Village of Coal Valley Tax Increment Financing (TIF) District II (hereinafter the "TIF District") and the Village has previously complied with the procedures to sell real estate located within a TIF District; and

WHEREAS, the Village of Coal Valley ("the Seller") has agreed to sell the same to Fareway Stores, Inc. (the "Buyer") for the agreed price, payable at closing; and

WHEREAS, the Parties agree that the sale of such Property shall be subject to the execution of a TIF District Predevelopment Agreement; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE BOARD OF THE VILLAGE OF COAL VALLEY, AN ILLINOIS MUNICIPALITY, ROCK ISLAND COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: It is hereby determined that it is advisable, necessary and in the interests of the public good that the Village sell certain real estate located at the southeast corner of 1st Street and U.S. Highway 6 (1st Avenue), Coal Valley, Illinois, and enter into an agreement with the Buyer providing for the sale of said real estate for the sale price of $1.00 Dollars, subject to a mutually agreeable contract being entered into (see Exhibit A, "Sales Contract" attached hereto), and shall be further subject to the Village and the Buyer executing the Predevelopment Agreement attached hereto as Exhibit B.

Section 2: From and after the effective date of this Ordinance the Mayor and Clerk of the Village of Coal Valley are hereby authorized and directed to execute the said Sales Contract and Predevelopment Agreement herein provided for, and to do all things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said agreements.

Section 3: This Ordinance is adopted pursuant to the municipal authority of the City and shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

UPON MOTION by Trustee Jewel, seconded by Trustee Rigg, and **PASSED, APPROVED AND ADOPTED** by roll call vote of the Corporate Authorities of the Village of Coal Valley, Rock Island County, Illinois, on the 11th day of June, 2025, and deposited and filed in the Office of the Village Clerk of said Village on that date.

MAYOR AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Thomas House Sr	X		
Laura Rigg	X		
Stanley Engstrom	X		
Richard Jewell	X		
James Mountain			X
Janice McBride			X
Michael Bartels, Mayor	X		
TOTAL VOTES:	5		2

APPROVED: Michael T. Bartels
Mayor

Date: 6/11/25

ATTEST: Elissa Bundy
Village Clerk

Date: 6/11/25

STATE OF ILLINOIS)
) SS
COUNTY OF ROCK ISLAND)

I, Elissa Bundy, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Coal Valley, the County and State aforesaid, and, as such Clerk, I am the keeper of the records and files of the Mayor and Village Board of the Village of Coal Valley.

I do further certify that the attached and foregoing is a true and current copy of:

AN ORDINANCE AUTHORIZING THE
SALE OF PROPERTY AND APPROVING A TIF DISTRICT
PREDEVELOPMENT AGREEMENT

as passed by the Village Board of the said Village of Coal Valley, Illinois, at its regular meeting held on June 11, 2025, and as approved by the Mayor of said Village on June 11, 2025.

IN WITNESS WHEREOF, I have hereto affixed my official signature and the corporate seal of said Village of Coal Valley, Illinois.

(SEAL)

Elissa Bundy
Village Clerk

EXHIBIT A

REAL ESTATE SALE AGREEMENT

(Attached)

AGREEMENT FOR THE SALE OF VACANT/UNIMPROVED REAL ESTATE
Specific Terms of the Agreement

A. Date of Agreement:	June __, 2025
B. Seller(s): Address:	Village of Coal Valley 900 1st Street Coal Valley, IL 61240
C. Purchaser(s): Address	Fareway Stores, Inc. Attn. Koby Pritchard 8800 NW 62nd Ave. Johnston, IA 50131
D. Address of Property: Legal Description: PIN:	103, 105, 107, and 900 1st St. Coal Valley, IL Lots Number One (1) and Two (2) in River Park Acres Second Add. Lots Two (2) and Eleven (11) in River Park Acres 17-23-202-002, 17-23-202-003, 17-23-203-001 & 17-23-203-006
E. Purchase Price: Earnest Money: Escrowed with:	$1.00 N/A N/A
F. Amount of % of Financing: Type of Loan: Days to Obtain Commitment:	N/A - Cash N/A 30
G. Closing Date	on/before 7/31/25
H. Possession After Closing: Days after closing: Per Diem Liquidated Damages:	at closing N/A N/A
I. Personal Property to Stay: ____ List attached Fixtures to Go:	N/A N/A N/A
J. Condition of Premises Air Conditioning Days:	_X_ As Is ____ Warranty N/A
K. Wood Infestation Report Ordered and Paid by: Structural Damage Exceeds $:	N/A N/A N/A
L. Riders Attached	This agreement is contingent on execution of the TIF Redevelopment between the parties.
M. Acceptance on or before: Counteroffer:	19-Jun-25
Additional Provisions:	

These Specific Terms of the Agreement are an integral part of the terms and conditions on the pages attached, together with any Rider attached. In order to have a legal and binding Agreement for the Sale of Vacant/Unimproved Real Estate, all pages must be signed and dated or initialed by all parties.

Executed by ~~Purchaser(s)~~ Sellers:

Mark C. Bruhl

Dated: 6/12/25

Executed by ~~Seller(s)~~ Purchasers:

[signature]

Dated: 6·24·25

AGREEMENT FOR SALE OF VACANT LAND

THIS IS A LEGAL AND BINDING PURCHASE CONTRACT WHEN EXECUTED BY ALL PARTIES

The **SPECIFIC TERMS OF THE AGREEMENT**, attached hereto and hereinafter referred to as the "**Specific Terms**" are an integral part of this Agreement for the Sale of Vacant Land and are by this reference incorporated into the provisions of this agreement as if fully set forth in each case. **THIS AGREEMENT**, executed in duplicate, is made and entered into as of the date listed in Section A of the Specific Terms, by and between the person(s) listed in SECTION B of the Specific Terms, hereinafter called the **Seller**, and the person(s) listed in SECTION C of the Specific Terms, hereinafter called the **Purchaser**. In consideration of the mutual promises, conditions and covenants contained herein the parties agree as follows:

SALE AND PURCHASE: The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate commonly known and legally described as set forth in SECTION D of the Specific Terms for the total sum of the purchase price set forth in SECTION E of the Specific Terms.

EARNEST MONEY: The amount indicated as Earnest money in SECTION E of the Specific Terms has been deposited by the Purchaser with the party listed in SECTION E of the Specific Terms and shall be held and receipt of which is hereby acknowledged by that party in escrow for the benefit of the parties hereto.

FINANCING: *If applicable*, this agreement is contingent upon Purchaser obtaining, on or before the date set out in SECTION F of the Specific Terms, a loan commitment on the subject property of the type and in the amount or percentage of the purchase price set forth in SECTION F of the Specific Terms. Purchaser agrees to apply immediately, to use all diligence, and to fully cooperate in obtaining the loan. In the event, after having used all diligence, Purchaser is unable to obtain such a loan commitment within the number of days indicated in SECTION F of the Specific Terms from date hereof, the earnest money and any additional down payment shall be refunded in full, and this Agreement shall be void.

CLOSING AND POSSESSION: Closing shall be on or about the date set forth in SECTION G of the Specific Terms and Seller shall deliver possession concurrently with closing, **UNLESS** SECTION H of the Specific Terms contains information, in which case Seller shall deliver possession to Purchaser on or before the number of days after closing set forth in SECTION H of the Specific Terms.

Per diem liquidated damages in the amount set forth in SECTION H of the Specific Terms shall be paid by Seller to Purchaser for each day the delivery of possession is beyond the number of days after closing set forth in SECTION H of the Specific Terms. In either event:

(a) Possession shall be deemed delivered when Seller has vacated the premises.

(b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.

(c) If Seller shall fail for any reason whatsoever to vacate said premises on the date set forth in SECTION H of the Specific Terms, the Purchaser shall in addition to all other remedies have the right to commence any legal action or proceeding to evict and remove the Seller from the premises with Seller hereby agreeing to reimburse Purchaser for all reasonable attorney fees and expenses incurred by the Purchaser in the enforcement of Purchaser's rights under this agreement.

The parties agree that nothing contained herein is intended to create a landlord and tenant relationship between them.

ASSESSMENTS: Special assessments for improvements, which are a lien on the property as of the date of closing, shall be paid by SELLER. Seller warrants that prior to the execution of this agreement Seller has no knowledge of and no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the property to be sold herein. Tap on fees, if any, which exist for municipal services to the property shall be paid by SELLER, if payment is currently required by the municipality.

EXPENSES OF TRANSFER

Seller shall pay:

(a) Seller's Broker commission, if any;
(b) Cost of Seller's abstracting or owner's title insurance policy;
(c) Revenue stamps and recording of any releases.

Purchaser shall pay:

(a) Purchaser's Broker commission, if any;
(b) Recording fee for deed and mortgage;

(c) Cost of Purchaser's abstracting or mortgage title insurance policy as required by lender.
Each party shall be responsible for that party's own attorney fees and customary closing costs. Closing costs do not ordinarily include charges incident to the Purchaser's financing, and such charges shall be paid by Purchaser.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE: At closing Seller shall deliver either:

(a) A warranty deed or fiduciary's deed, if applicable, to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or,
(b) In the event Paragraph 1B of the Seller Financing rider applies to this agreement, then the executed Agreement for Deed shall be delivered and exchanged at closing.

PRORATIONS AND ADJUSTMENTS: The following items shall be prorated at closing as of the date of delivery of possession:

Prorations:
(a) Real estate taxes, based on the most recent tax information available, which, in the absence of fraud, shall be final;
(b) Rent, if any, (with transfer in full of any security/damage deposits);
(c) Interest on any assumed indebtedness;
(d) Insurance premiums if policy assigned to Purchaser;
(e) Other income and operation expenses, if any:

Adjustments: Utility charges, if any, shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.

DEFAULT: If Purchaser fails to make any payment or to perform any obligation imposed upon Purchaser by this agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the earnest money and any additional down payment as damages or may pursue any available legal remedy including specific performance. In the event Seller fails to perform any obligation imposed upon Seller by this agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, earnest money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal remedy including specific performance. In the event of default the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.

TITLE ASSURANCE: Within a reasonable time, Seller shall deliver one of the following to Purchaser as assurance of Seller's title:

(a) A merchantable Abstract of Title showing merchantable title of record to the real estate in Seller and certified to a current date by an abstractor regularly doing business in the county where the premises are located; or,
(b) A Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the premises are located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Purchaser for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination for abstracts of title adopted by the Rock Island County Bar Association, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Purchaser shall have the option to terminate this agreement in which case Purchaser shall be entitled to refund of the earnest money. Furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. *In the event the property to be sold hereunder is a unit in a condominium, the terms and conditions of the Condominium Unit Purchase Rider (which is attached hereto) are incorporated by this reference as part of the terms of this agreement.*

ESCROW: This agreement will be closed through an escrow with the Purchaser's attorney, mortgage lender or agent acting as an escrow agent, in accordance with the general custom of the community and in conformity with this agreement. The funds held in escrow shall be paid out upon recording of the necessary documents and the vesting of merchantable title in the Purchaser.

NOTICE: Any communications between the parties leading up to this agreement and all notices required pursuant to this agreement shall be in writing and signed by the party or the party's agent (an "agent" shall be any person or persons designated in writing as such by a party) and shall be given to the other party or that party's agent by:

(a) Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;

(b) By facsimile transmission to the other party or that party's agent, in which case notice shall be effective on the date of the facsimile transmission; or

(c) Certified or registered mail, return receipt requested, and sent to the address of the party set forth in SECTION B or C of the Specific Terms, in which case notice shall be effective on the date of mailing.

Notice to any one party of a multiple person party shall be sufficient to all.

LEGAL ASSISTANCE: *The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with the contractual, title and other aspects of this transaction, they have the right to consult legal counsel before this agreement is signed.*

ENTIRE AGREEMENT: This agreement, including the preprinted riders indicated in SECTION L of the Specific Terms, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached hereto and made a part hereof. This agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

ACCEPTANCE: Until accepted by the party to whom it is tendered this document constitutes an offer (or counteroffer, if so indicated in SECTION M of the Specific Terms) of the terms stated above and in the Specific Terms. This offer/counteroffer must be accepted by the party to whom it is tendered and notice given of such acceptance on or before the date and time set forth in SECTION M of the Specific Terms. If not so accepted the offer/counteroffer shall be void and earnest money returned to Purchaser.

This agreement has been read and executed on the dates below our signatures.

Executed by ~~Purchaser~~ Sellers:	Executed by ~~Seller~~ Purchasers:
Dated: 6/12/25	Dated: 6·24·25

EXHIBIT B

TIF DISTRICT PREDEVELOPMENT AGREEMENT

(Attached)

VILLAGE OF COAL VALLEY

COAL VALLEY TAX INCREMENT FINANCING DISTRICT II PREDEVELOPMENT AGREEMENT

by and between

VILLAGE OF COAL VALLEY, ROCK ISLAND COUNTY, ILLINOIS

and

FAREWAY STORES, INC.

JUNE 11, 2025

TIF PREDEVELOPMENT AGREEMENT
by and between
VILLAGE OF COAL VALLEY
and
FAREWAY STORES, INC.
COAL VALLEY TIF DISTRICT II

THIS PREDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 11th day of June, 2025, by and between the Village of Coal Valley (the "Village"), an Illinois Municipal Corporation, Rock Island County, Illinois, and Fareway Stores, Inc., an Iowa Corporation (the "Developer").

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the "TIF Act"), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues ("real estate tax increment") or from other Village revenues; and

WHEREAS, on November 1, 2006, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects, designated a Redevelopment Area and adopted Tax Increment Financing as provided under the TIF Act for the Coal Valley Route 6 TIF District ("TIF District I"); and

WHEREAS, the Parties acknowledge that the Village has begun to undertake an effort to evaluate the statutory qualifications for establishing the Coal Valley TIF District II Redevelopment Project Area ("TIF District II") and a Business Development District (the "BDD") pursuant to the Illinois Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 et seq.), as amended (the "BDD Act"); and

WHEREAS, one such property proposed to be included in TIF District II and the BDD is located at the southeast corner of 1st Street and U.S. Highway 6 (1st Ave.), Coal Valley, Illinois (PINs 17-23-202-002, 17-23-202-003, 17-23-203-001 and 17-23-203-006), which is currently within the Coal Valley TIF District I Redevelopment Project Area (the "Property"); and

WHEREAS, on April 9, 2025, the Village approved Resolution No. 25-04-004 thereby indicating that the Village shall make a good faith effort to include the Developer's Property in the Coal Valley TIF District II and BDD redevelopment project areas and to induce the Developer to proceed with the Project; and

WHEREAS, the Developer is acquiring the Property from the Village and plans to construct a 17,000 square foot full-service Fareway Meat and Grocery Store on the Property with a total investment of $9 million (the "Project") and is doing so based on the availability of incentives offered by the Village; and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate tax base of the Village, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District and the BDD; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District and BDD Redevelopment Plans and Projects for the Redevelopment Project Areas and further conforms to the land uses of the Village as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the TIF Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the TIF Act, the Village may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the TIF Act, including those Estimated TIF and BDD Eligible Project Costs as herein listed in the attached ***Exhibit 1*** of this Predevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the Village from incremental increases in TIF real estate taxes and BDD Revenues generated by the Project and the Village agreed to such incentives; and

WHEREAS, the Village has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the Village; and

WHEREAS, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the TIF and BDD Act and are consistent with the TIF and BDD Redevelopment Plans of the Village; and

WHEREAS, the Parties have agreed that the Village shall reimburse the Developer from the TIF District and BDD Special Tax Allocation Funds for reimbursement of a portion of the Developer's TIF and BDD Eligible Project Costs as specified below in *Section C, Incentives*; and

WHEREAS, the Village is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.

2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF and BDD Act, unless indicated to the contrary.

3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the Village shall be cause for the Village to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project on or before March 31, 2027, subject to extension due to Force Majeure (defined below). The project shall be deemed to be complete when the grocery store is constructed and open to the public during regular customary hours. All public infrastructure improvements shall be approved by the Village Engineer and shall be subject to inspection by the Village Engineer upon completion of the Project.

5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. DEVELOPER & VILLAGE COMMITMENTS

1. As a condition of this Agreement, the Developer will use its best efforts to complete the Project as described above in substantial conformance with site plans and construction plans to be approved by the Village, which approval shall not be unreasonably withheld.

2. All public improvements shall be dedicated to the Village and shall be accepted, subject to the right of the Village to require satisfaction of all public improvement requirements prior to acceptance of the public improvements.

3. The Developer shall indemnify and hold harmless the Village on any and all third-party claims arising out of the Developer's construction activities.

4. Any delays by the Developer or the Village in performing any of the respective obligations of the parties under this Agreement as a result of conditions or events outside of the control of the Developer or the Village or through no fault of the Developer or the Village shall create an automatic good faith extension of any starting or completion dates. In the event of any unexpected delays as a result of unexpected events, the parties shall exercise good faith in

attempting to resolve any delays in completing the Project.

5. As a condition of this Agreement, the Village agrees to use its best efforts to take all action required to establish the Coal Valley TIF District II and Coal Valley BDD Redevelopment Project Areas, Plans and Projects to include the Developer's Property and Project in the TIF District and the BDD.

6. The Village further agrees to enter into a Redevelopment Agreement with the Developer containing the same essential terms and conditions of this Predevelopment Agreement within 60 days of approval of Coal Valley TIF District II and the BDD.

C. INCENTIVES

In consideration for the Developer timely completing the Project as set forth herein, the Village agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. **TIF Reimbursement.** Provided the Developer timely completes the Project, the Village agrees to reimburse the Developer **Ninety Percent (90%)** of the annual Net Real Estate Tax Increment generated by the Developer's Project for reimbursement of the Developer's verified TIF Eligible Project Costs as set forth in **Exhibit 1** attached hereto, commencing with the tax year 2026 payable 2027 real estate tax increment generated by the Project and continuing through the remaining life of the TIF District, or upon the Developer receiving the maximum reimbursement amount of **One Million and 00/100 Dollars ($1,000,000.00)**, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for Coal Valley TIF District II designated as the "*Fareway Stores, Inc. Special Account*" (the "Special Account"). All monies deposited in the Special Account shall be used exclusively by the Village for the purposes set forth in this Agreement.

   a. "Net Real Estate Tax Increment" shall be defined as Real Estate Tax Increment derived from the Developer's Project as previously described after netting out of a proportionate payment of TIF District administrative fees and costs and payments pursuant to Intergovernmental Agreements, if any. The Developer's proportionate amount of administrative fees and costs shall be calculated by dividing the Real Estate Tax Increment generated by the Developer's Project by the total Real Estate Tax Increment generated by the entire TIF District and multiplying the result by any such TIF District administrative fees and costs and payments pursuant to any such TIF intergovernmental agreements.

2. **BDD Reimbursement.** In addition to the reimbursements set forth in *Section C(1)* above, and provided the Developer timely completes the Project, the Village also agrees to reimburse the Developer **One Hundred Thirty Thousand and 00/100 Dollars ($130,000.00)** per year for a period of 10 years for reimbursement of the Developer's BDD Eligible Project Costs as set forth in Exhibit 1 attached hereto. The first such annual payment shall be made within thirty (30) days of the date the restaurant is open to the public, and the payments shall continue on such date of each year thereafter for nine additional years, or upon the Developer receiving the maximum reimbursement amount of **One Million Three Hundred Thousand and 00/100 Dollars ($1,300,000.00)**, as set forth in **Exhibit 1** attached hereto, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the Village Treasurer for deposit

in a separate account within the Special Tax Allocation Fund for the Coal Valley BDD designated as the "Fareway Stores, Inc. Special Account" (the "Special Account"). All monies deposited in the Special Account shall be used exclusively by the Village for the purposes set forth in this Agreement.

a. "Business District Revenues" shall be defined as the Village's One Percent (1.0%) rate of Business District Retailers' Occupation Tax and Business District Service Occupation Tax (65 ILCS 5/11-8-5) imposed on businesses located within the Business District and the Developer's Property.

b. All reimbursements of BDD revenues are subject to the availability of funds in the BDD Special Tax Allocation Fund.

c. The Developer agrees to cooperate with the Village and complete and/or execute, or cause any of its tenants to complete and/or execute, any forms or documents necessary for the Village and its consultants and employees to calculate the annual Business District Revenues generated by any new businesses located on the Property. The Developer, furthermore, hereby gives its consent to the Village to share such Business District Revenue information with any such consultants and/or employees as is necessary to administer and audit this Agreement

3. **Additional Incentives.** The Village agrees to waive permit fees for construction up to a total amount of $20,000. The Village also agrees to waive the liquor license fees up to $20,000 and the water and sewer charges up to $50,000 for the Property for period of twenty (20) years.

4. The total reimbursements provided for under *Section C(1) and C(2)* above shall not in any event exceed **Two Million Three Hundred Thousand Dollars ($2,300,000.00)** from the TIF and BDD Funds.

5. If the Developer does not complete the Project by March 31, 2027, the Agreement shall automatically terminate and no payments shall be made to the Developer.

6. If the Developer sells or otherwise Conveys all or any part of the Property at any time during the term of this Agreement, the Agreement shall automatically terminate and no further reimbursements shall be owed to the Developer hereunder. Furthermore, the Village will have no further obligation to include the Developer's Property in the TIF District or the BDD or provide any of the reimbursements set forth in *Section C.*

7. If, upon timely completion of the Project, the grocery store located on the Property ceases to operate for a period of sixty (60) days or more, absent some Force Majeure delay beyond the control of the Developer, after all applicable notice and cure provisions set forth in this Agreement all further reimbursements otherwise owed the Developer under this Agreement shall cease and this Agreement shall terminate.

8. In order to continue receiving the incentives set forth herein, the Developer agrees to provide an information to the Village upon request of the Village regarding the number of jobs created and/or retained by the Project as may be required by the TIF or BDD Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the Village's request shall be cause for the Village, at the Village's sole discretion, to declare the Developer in

default and/or for the Village to withhold any payments otherwise due the Developer hereunder until such time as the Village's request is satisfied.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF and BDD Eligible Project Costs pursuant to *Section C* above from TIF District and BDD Funds exceed **($2,300,000.00)**, as set forth herein.

2. Reimbursement of the Developer's TIF and BDD Eligible Project Costs to be made pursuant to *Section C* above shall be made from the real estate tax increment generated within the TIF District and BDD, respectively, and deposited into the respective Special Accounts, but only for the Term of the Agreement and only for the Property included in this Project.

3. It is not contemplated that, nor is the Village obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the Village shall use such sums for any purpose under the TIF and BDD Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF and BDD Eligible Project Costs as set forth by the TIF and BDD Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (***Exhibit 2,*** "Requisition") submitted by the Developer to the Village's TIF & BDD Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively the Administrator), and subject to the Administrator's approval of the costs and to the availability of funds in the TIF District Special Tax Allocation Fund.

2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the Village.

3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1* and *2* above, the Developer must submit such proposed eligible costs to the Village by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the Village and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.

4. Any real estate tax increment or BDD revenues not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the Village for any purpose set forth in the Plan pursuant to the TIF or BDD Act.

5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the TIF and BDD Act and may allocate such funds for any purpose for the term of this Agreement or the term of the TIF District or BDD, whichever is longer.

6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

7. All TIF and BDD Eligible Project Costs approved shall then be paid by the Village from the TIF District and BDD Special Tax Allocation Funds to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. Payment shall be made within forty-five (45) days after approval subject to the terms if this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from the County.

8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the TIF Act and BDD Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.

9. The Developer may submit for prior approval by the Village as Eligible Project Costs under the TIF and BDD Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the Village, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.

2. The failure of Developer to provide any information required herein after written notice from the Village, and the continued failure to provide such information within (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The Village's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the TIF District and BDD Special Tax Allocation Funds. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement.

H. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the Village to make any payments to any person other than the Developer, nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

I. COOPERATION OF THE PARTIES

1. The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or Village's activities. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, or subsidy which may be available as the result of the Village's or the Developer's activities.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

J. DEFAULT; CURE; REMEDIES

In the event of a default under this Predevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), shall have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Predevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the Village hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Predevelopment Agreement, it shall not be deemed to be in default under this Predevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Predevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence; provided however, the Developer and the Village shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the Village (or the Village's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the Village.

L. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall not be assignable.

M. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

N. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

O. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO VILLAGE:

Village Clerk, Village of Coal Valley
900 1st Street
Coal Valley, IL 61240
Telephone: (309) 799-3604
Fax: (309) 799-3651

With Copy to:
Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

TO DEVELOPER:

Fareway Stores, Inc.
Attn: Koby Pritchard
8800 NW 62nd Ave.
Johnston, IA 50131
Telephone: (515) 432-2623

With Copy to:

P. SUCCESSORS IN INTEREST

Subject to the provisions of *Section L*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

R. INDEMNIFICATION OF VILLAGE

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF and BDD Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website. The Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the Village for any claim asserted against the Village arising from the Developer's Project and/or this Agreement. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of the Village, including but not limited to the reasonable attorney fees of the Village.

S. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.

T. TITLES 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 provisions hereof.

U. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

V. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the expiration of the TIF District or the Developer receiving all incentives included herein. The Parties shall The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon default by the Developer of any provision set forth in this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Coal Valley, Illinois.

VILLAGE	DEVELOPER
Coal Valley, Illinois, a Municipal Corporation.	**FAREWAY STORES, INC.**, an Iowa Corporation
BY: ______________________	BY: ______________________
Village President	
ATTEST:	Name: ______________________
Elissa Bundy	
Village Clerk	

EXHIBIT 1

SUMMARY OF ESTIMATED TIF & BDD ELIGIBLE PROJECT COSTS

Fareway Stores, Inc.
Coal Valley TIF District II & BDD in the Village of Coal Valley, Rock Island County, Illinois

Project Description:	The Developer is acquiring the Property from the Village and constructing a 17,000 square foot full-service meat and grocery store on the Property.
Location:	Southeast Corner of 1st Street and U.S. Hwy 6 (1st Ave), Coal Valley, IL
Parcel Number:	17-23-202-002, 17-23-202-003, 17-23-203-001 & 17-23-203-006

Estimated TIF & BDD Eligible Project Costs:

Site Preparation, Clearing & Grading	$250,000
Professional Fees	$250,000
Utilities Extension	$250,000
Public Infrastructure Improvements	$250,000
New Construction Costs (BDD)	$8,000,000
Total Estimated TIF & BDD Eligible Project Costs*	**$9,000,000**

*The Village's reimbursement of TIF and BDD Eligible Project Costs to the Developer shall not exceed **$2,300,000.00** as set forth in this Predevelopment Agreement.

EXHIBIT 2

VILLAGE OF COAL VALLEY, ILLINOIS
COAL VALLEY TIF DISTRICT II & BDD

PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
FAREWAY STORES, INC.

Date_______________

Attention: Village TIF & BDD Administrator, Village of Coal Valley, Illinois

Re: Predevelopment Agreement, dated June 11, 2025 by and between the Village of Coal Valley, Illinois, and Fareway Stores, Inc. (the "Developer")

The Village of Coal Valley is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Predevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Predevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____________
2. PAYMENT DUE TO: Fareway Stores, Inc.
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF & BDD Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit 1*** of the Predevelopment Agreement.
5. The undersigned certifies that:

(i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and

(ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF & BDD Eligible Redevelopment Project Costs; and

(iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section D* of the Predevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth with invoices attached for all sums for which reimbursement is requested, and proof of payment of the invoices; and

(iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and

(v) the Developer is not in default under the Predevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Predevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit 1*** of the Predevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: [illegible] (Developer)

TITLE: President

VILLAGE OF COAL VALLEY, ILLINOIS

BY: ____________________

TITLE: ____________________ DATE: ____________________

JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: ____________________

TITLE: ____________________ DATE: ____________________