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2024CH06462
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Chancery Division Civil Cover Sheet
General Chancery Section

(12/01/20) CCCH 0623

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

Lake Lathrop Partners, LLC

Plaintiff

2024CH06462

v.

Case No: _____

The Village of River Forest, a municipal corporation

Defendant

CHANCERY DIVISION CIVIL COVER SHEET
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

Only one (1) case type may be checked with this cover sheet.

- 0005 Administrative Review
- 0001 Class Action
- 0002 Declaratory Judgment
- 0004 Injunction

- 0017 Mandamus
- 0018 Ne Exeat
- 0019 Partition
- 0020 Quiet Title
- 0021 Quo Warranto
- 0022 Redemption Rights
- 0023 Reformation of a Contract
- 0024 Rescission of a Contract
- 0025 Specific Performance
- 0026 Trust Construction
- 0050 Internet Take Down Action (Compromising Images)
- Other (specify) _____

- 0007 General Chancery
- 0010 Accounting
- 0011 Arbitration
- 0012 Certiorari
- 0013 Dissolution of Corporation
- 0014 Dissolution of Partnership
- 0015 Equitable Lien
- 0016 Interpleader

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Pro Se Only: I have read and agree to the terms of the Clerk's Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

LAKE LATHROP PARTNERS,)	
LLC,)	
)	
Plaintiff,)	
)	2024CH06462
vs.)	
)	
THE VILLAGE OF RIVER)	
FOREST, a municipal corporation)	
)	
Defendant.)	

**VERIFIED COMPLAINT FOR THE ISSUANCE OF A
WRIT OF MANDAMUS, DECLARATORY AND OTHER RELIEF**

Plaintiff Lake Lathrop Partners, LLC (“Plaintiff” or “Lake Lathrop”), pursuant to 735 ILCS 5/2-701 and by and through its attorneys, Landsman Saldinger Carroll, PLLC, for its Verified Complaint for the Issuance of a Writ of Mandamus, Declaratory and Other Relief against Defendant, the Village of River Forest (“Defendant” or the “Village”), states as follows:

NATURE OF THE ACTION

1. This case arises out of the Village of River Forest’s refusal to receive and consider in good faith Lake Lathrop’s building permit application in violation of Title IV, Chapter 4, Section 2-2 of the Village’s own Municipal Code of Ordinances. Lake Lathrop owns legal title to the property at issue, and the Village (by its own admission) has no interest in the subject property. Yet, without any legal support, the Village improperly refuses to consider Lake Lathrop’s building permit application without Lake Lathrop first receiving specific approval from the Village’s Board of Trustees and entering into a redevelopment agreement with the Village.

2. As a result, Lake Lathrop respectfully requests this Court to issue a writ of mandamus requiring the Director of Public Works for the Village of River Forest to comply with

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the non-discretionary mandates of the Village’s Code of Ordinances and consider in good faith Lake Lathrop’s construction permit application. Lake Lathrop further seeks a declaration that the Village must consider in good faith the merits of Lake Lathrop’s building permit application without first requiring Lake Lathrop to seek and obtain approval from the Village’s Board of Trustees and/or enter into a redevelopment agreement with the Village.

3. Lastly, Lake Lathrop seeks monetary damages against the Village for intentionally and unjustifiably interfering with its prospective business relationships by refusing to consider Lake Lathrop’s building permit application and publicizing false and misleading statements about Lake Lathrop.

THE PARTIES

4. Plaintiff Lake Lathrop Partners, LLC (“Lake Lathrop”) is a limited liability company organized under the laws of the State of Illinois.

5. Defendant Village of River Forest (the “Village”) is a municipal corporation organized under the laws of the State of Illinois and is located in Cook County, Illinois.

JURISDICTION and VENUE

6. This Court has personal jurisdiction over the Village because it transacts business in Cook County, Illinois.

7. Venue is proper in Cook County, Illinois, pursuant to 735 ILCS 5/2-101, as Lake Lathrop and the Village transact business in Cook County, Illinois, the property at issue is located in Cook County, Illinois and the transactions out of which this controversy arises occurred in Cook County, Illinois.

FACTS

8. On or about June 1, 2010, Keystone Ventures, LLC submitted a proposal to the Village for a development project that would lead to the redevelopment of a large area of real property located at 7601-7613 Lake Street and 7617-7621 Lake Street in River Forest, Illinois 60305 (the “Property”). The anticipated redevelopment of the Property would lead to the construction of a mixed-use development containing both residential units and commercial retail space (the “Project”), and it would be highly beneficial to the businesses and residents located in the Village of River Forest.

9. Also in 2010, the Village agreed to commit and set aside an amount equal to \$1.9 million from the Village’s “TIF Fund” established for the TIF District in which the Property was located. The purpose of the TIF Funds committed by the Village was to assist in, among other things, the payment of certain environmental site assessment and remediation costs, the acquisition of parcels of land that would ultimately comprise the Property and the payment of certain other TIF eligible expenses in connection with the Project.

10. On or about March 23, 2016, Lake Lathrop, as the “Developer” and chosen nominee of Keystone Ventures, LLC, entered into the initial and original “Redevelopment Agreement For Lake Street and Lathrop Avenue In The Village of River Forest, Cook County, Illinois,” which called for the redevelopment of the Property by Lake Lathrop. (the “Original RDA”).

11. Following the execution of the Original RDA, the Village and Lake Lathrop entered into multiple amendments for the purpose of extending certain deadlines for Lake Lathrop to, *inter alia*, acquire the Property and perform certain other tasks in connection with the Project.

12. On or about September 22, 2016, Lake Lathrop acquired the real property located at 423 Ashland Avenue in River Forest, Illinois, which was one of the parcels comprising the Property.

13. On or about March 6, 2017, Lake Lathrop acquired the real property located at 7601-7613 Lake Street, which was another one of the parcel that comprises the Property.

14. On or about September 18, 2017, the Village and Lake Lathrop entered into the “Amended and Restated Redevelopment Agreement for Lake Street and Lathrop Avenue In The Village of River Forest, Cook County, Illinois” (the “First Amended RDA”).

15. On or about September 29, 2017, and following the execution of the First Amended RDA, Lake Lathrop acquired the real property located at 7617-7621 Lake Street, which was the remaining parcel comprising the Property. Also following the execution of the First Amended RDA, Lake Lathrop also applied for a planned development permit (which the Village approved) and began to market the Project and obtain contracts for the presale of the anticipated residential units.

16. On or about March 11, 2019, Lake Lathrop and the Village entered the “Second Amended and Restated Redevelopment Agreement For Lake Street and Lathrop Avenue In The Village of River Forest, Cook County, Illinois” (the “Second Amended RDA”). The purpose of the Second Amended RDA was to amend and restate the First Amended RDA pursuant to the terms and provisions outline in the Second Amended RDA. A copy of the Second Amended RDA is attached hereto as Exhibit A.

17. The Second Amended RDA was an “express written agreement in which a private person or entity agree[d] to undertake a development project with [a] blighted area that specifically

details the reasons for which the property or rights in that property are necessary for the development project.”

18. The Second Amended RDA set forth numerous obligations and deadlines for certain obligations to be satisfied by Lake Lathrop as the “Developer” of the Project. *See* Ex. A, generally, at Section 4.

19. Section 7 of the Second Amended RDA is entitled “Performance, Default, Termination, and Other Conditions.” More specifically, Section 7.06 of the Second Amended RDA entitled “Termination/Remedies” provided the Village with certain remedies including termination of the Second Amended RDA if there was an “Event of Default” by Lake Lathrop. Notably, if the Village terminated the Second Amended RDA pursuant to an “Event of Default,” Lake Lathrop would be required to “convey any Parcel acquired by [Lake Lathrop] to the Village within fifteen (15) business days of a written demand from the Village....” *See* Ex. A at Sections 7.06(A)(1) and A(2).

18 Consistent with the requirement that Lake Lathrop would have to convey the Property to the Village in the event of a default by Lake Lathrop, the parties also agreed in Section 7.06(E) that: “If [the Second Amended RDA] is terminated for any reason, [Lake Lathrop] shall have no further interest in the Project, the Committed Funds, or the Additional Village Funding” and Lake Lathrop would have to assign its rights and obligations under the Second Amended RDA to a new developer chosen by the Village. *See* Ex. A at Section 7.06(E).

19. On or about May 13, 2019, Lake Lathrop obtained approval from the Village of its remediation plan for the Project and began the “Remediation Work” in the “Project Area,” as those terms are defined in the Second Amended RDA.

20. On or about October 14, 2019, Lake Lathrop and the Village entered the First Amendment to the Second Amended RDA (the “First Amendment”) which, *inter alia*, extended the deadline for Lake Lathrop to apply for all “permits necessary for construction of the Project” to December 15, 2019. A copy of the First Amendment is attached hereto as Exhibit B.

21. On or about October 28, 2019, Lake Lathrop and the Village entered the Second Amendment to the Second Amended RDA (the “Second Amendment”). The Second Amendment provided, *inter alia*, the Village would agree to subordinate certain of the provisions in the Second Amended RDA to the anticipated “Mortgage Liens” that Lake Lathrop would have to grant to a construction lender providing Lake Lathrop with a construction loan for the purpose of providing Lake Lathrop with the necessary financing for the completion of the Project. A copy of the Second Amendment is attached hereto as Exhibit C.

22. On or about October 25, 2021, Lake Lathrop and the Village entered into the Third Amendment to the Second Amended RDA (the “Third Amendment”). The Third Amendment reflected that Lake Lathrop had, *inter alia*, accomplished the following milestones in connection with the Project: (i) obtained a bridge loan from Old Second National Bank; (ii) substantially completed the Remediation Work (as that term is defined in the Second Amended RDA) and acquired all land parcels comprising the Property; (iii) applied for all permits necessary for the construction of the Project and obtained several of the permits necessary for the construction of the Project and obtained loan terms for the financing necessary for Lake Lathrop to complete construction of the Project. A copy of the Third Amendment to the Second Amended RDA is attached hereto as Exhibit D.

23. Pursuant to the Third Amendment, Lake Lathrop and the Village agreed to extend certain deadlines including the deadline for Lake Lathrop to commence “Bona Fide Construction” (as that term is defined in the Third Amendment) of the Project and complete the Project.

24. Critically, the parties also agreed in the Third Amendment to add the following language to Sections 7.06(A)(1) and (A)(2) of the Second Amended RDA so as to **remove** the Village’s right to demand that Lake Lathrop reconvey the Property back to the Village, even in the “Event of Default” by Lake Lathrop:

“If the Developer commits an Event of Default after the Construction Commencement Date, the Village may terminate this Agreement and/or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of [Lake Lathrop’s] obligations under this Agreement, **but the Village shall not be entitled to demand or compel [Lake Lathrop] to reconvey any Parcel(s) to the Village.**”

See Ex. D at Section 4 (emphasis added).

25. Following the execution of the Third Amendment, Lake Lathrop continued to provide the Village with updates on construction, residential sales, leases for commercial space, and other updates related to the Project throughout 2021 and 2022.

26. On February 2, 2022, Lake Lathrop closed on a construction loan with Beverly Bank & Trust Company (“Beverly Bank”) to finance the completion of the Project.

27. On or about February 28, 2022, Lake Lathrop obtained a building permit from the Village granting it 18 months to complete the Project. The issuance of the building permit by the Village served, *inter alia*, to confirm that Lake Lathrop had met all of the conditions necessary to accept the benefits of the TIF funds provided by the Village.

28. On April 27, 2023, Beverly Bank filed a Verified Complaint for Breach of Note and Breach of Guaranty in the Cook County Circuit Court, Law Division, as Case No. 2023 L

4422. Shortly thereafter, on May 23, 2023, Beverly Bank filed a Verified Complaint for Foreclosure against Lake Lathrop and other Defendants in the Cook County Circuit Court, Chancery Division, as Case No. 2023 CH 5065. The Chancery Case was consolidated into the Law Division Case, and both Cases are currently pending before the Honorable Catherine Schneider in the Circuit Court of Cook County, Illinois. Beverly Bank's Complaint for Foreclosure did not name the Village as a party with any interest in the Property.

29. On June 30, 2023, Lake Lathrop filed its Counterclaim in the Law Division Case asserting, *inter alia*, that Beverly Bank breached the underlying construction loan agreement and acted in bad faith by declaring that Lake Lathrop had defaulted on its obligations under the subject loan agreement. Through its pending Counterclaim, Lake Lathrop seeks damages and specific performance of Beverly Bank's obligations under the construction loan agreement.

30. On July 26, 2023, Lake Lathrop filed a Counterclaim against Beverly Bank in the Chancery Division Case asserting the same claims and seeking the same relief as set forth in the Counterclaim asserted by Lake Lathrop in the Law Division Case.

31. On or about August 28, 2023, Lake Lathrop and the Village entered into the Fourth Amendment to the Second Amended RDA (the "Fourth Amendment"). Pursuant to the Fourth Amendment, Lake Lathrop and the Village agreed, *inter alia*, that the existing building permit issued by the Village to Lake Lathrop would be extended to August 30, 2024 if certain conditions were met by Lake Lathrop on or before September 15, 2023. A copy of the Fourth Amendment to the Second Amended RDA is attached hereto as Exhibit E.

32. On September 5, 2023, the Court appointed a Receiver for the Property to maintain the status quo pending the resolution of the claims and counterclaims asserted in the underlying consolidated cases. A copy of the Receivership Order is attached hereto as Exhibit F.

33. On or about September 15, 2023, the Village announced that the prior building permit issued to Lake Lathrop had expired and that the Village would not extend the previously issued building permit due to Lake Lathrop's failure to meet certain deadlines set forth in the Fourth Amendment to the Second Amended RDA.

34. In the Village's November 10, 2023 newsletter to its residents, Village President Cathy Adduci publicly and improperly declared that the "Village will not issue another building permit" to Lake Lathrop for the Project.

35. The court-appointed receiver, Ascend Real Estate Group, subsequently marketed the Property for sale through a third-party real estate broker, Jones Lang LaSalle. However, on March 18, 2024, the Court reconsidered its prior Receivership Order and revoked the Receiver's authority to market and sell the Property. A copy of the Court's March 18, 2024 Order is attached hereto as Exhibit G.

36. On or about May 22, 2024, Lake Lathrop, as the sole, legal title owner of the Property, submitted a new, updated application to the Village for a building construction permit as Permit Application 325-0095 (the "Permit Application").

37. In a letter dated May 24, 2024 to Lake Lathrop (the "May 24 Letter"), the Village stated that the Permit Application would not be considered by the Village citing, among other things, the Village's prior termination of the Second Amended RDA due to an alleged breach of that agreement by Lake Lathrop. A copy of the May 24 Letter is attached hereto as Exhibit H.

38. In its May 24 Letter, the Village claimed that it did not have the "authority to review and/or approve" the Permit Application because Lake Lathrop "no longer has the necessary authority to proceed with the redevelopment project." *Id.* Without citing any legal authority or provision in a prior agreement, the Village proclaimed that "[b]efore a new construction permit

can be considered for the redevelopment project, approval must be granted by the Village Board of Trustees and a new redevelopment agreement must be entered into.” *Id.* Thus, the Village refused even to consider the Permit Application.

39. In response, by letter dated June 7, 2024 (the “June 7 Letter”), Lake Lathrop asked the Village to substantiate its position with legal authority and/or citations to contractual provisions in the Second Amended RDA or the amendments to the Second Amended RDA. A copy of the June 7 Letter is attached hereto as Exhibit I.

40. By letter dated June 21, 2024 (the “June 21 Letter”), the Village responded and attempted to support its position, as set forth in the May 24 Letter. However, the June 21 Letter only supported the expiration of Lake Lathrop’s *prior* building permit and the Village’s right to terminate the Second Amended RDA. The Village did not refute that Lake Lathrop, as the legal title owner to the Property, has the right to submit a new building permit application. A copy of the June 21 Letter is attached hereto as Exhibit J.

41. In the June 21 Letter, the Village also cites to Section 7.06(E) of the Second Amended RDA, which suggests that Lake Lathrop “shall have no further interest in the Project, the Committed Funds, or the Additional Village Funding” in the event that the Village terminates the Second Amended RDA. However, there are no provisions in the Second Amended RDA or any other legal authority that the Village can rely upon to support its contention that Lake Lathrop, as the private, legal owner of the Property, must enter into a new redevelopment agreement before the Permit Application can be considered.

42. Still further, the Village has admitted, in a recently entered Court Order, that it does not have any interest in the Property. *See* Exhibit K.

COUNT I
**For a Writ of Mandamus Compelling the Defendants
to Examine Plaintiff's Permit Application Immediately**

43. Plaintiff realleges the allegations set forth in paragraphs 1 through 42 as if fully set forth herein.

44. Title IV, Chapter 4, Section 2-2 of the Village of River Forest Code of Ordinances (hereinafter the "Ordinance") pertains to "Applications for Permits" and states:

The director of public works shall examine applications for permits, within a reasonable time after filing. If, after examination and after written approval, the director of public works finds no objections to the same and it appears that the proposed work will be in compliance with the laws and ordinances applicable thereto and the proposed construction or work will be safe, he shall approve such application, obtain the approval of the fire chief and village administrator, and issue a permit for the proposed work as soon as practicable; provided, that the bonding and insurance requirements of section 3-3-3 of this code have been satisfied. If his examination reveals otherwise, he shall reject such application, note his findings in a written report to be attached to the application and deliver a copy to the applicant.

See Exhibit L (emphasis added).

45. Accordingly and pursuant to the Ordinance, the Village's Director of Public Works must examine applications for permits within a reasonable time after filing.

46. Nothing in the Ordinance permits the Village to refuse or even suggests that the Village can refuse to consider a permit application unless the applicant first obtains approval from the Village Board of Trustees and/or enters into a redevelopment agreement with the Village. However, to date, the Village continues to refuse to consider and examine Lake Lathrop's Permit Application in good faith.

47. Lake Lathrop has made demand on the Village to examine the Permit Application, but the Village has baselessly claimed that the Village does not have the authority to review and/or approve the Permit Application.

48. Lake Lathrop has a clear right and expectation that the Village comply with the Ordinance and examine the Permit Application in good faith and on its merits pursuant to the Ordinance.

49. The Village has a clear, explicit, and non-discretionary duty to comply with the Ordinance and examine applications for permits within a reasonable time after filing as required under the Ordinance.

50. Clear authority and ability exists within the Village to comply with any order granting mandamus relief.

51. Lake Lathrop has suffered significant monetary and other damages and will continue to suffer additional monetary and other damages as a result of the Village's failure to comply with its legal obligations under the Ordinance.

52. By way of example only, and on information and belief, potential new financing sources for Lake Lathrop have chosen not to move forward with their respective due diligence based on their belief that the Village will not issue a building permit to Lake Lathrop under any circumstances. Indeed, in its November 10, 2023 newsletter, the Village of Forest stated that it "will not issue another building permit" to Lake Lathrop.

53. Similarly, multiple purchasers who signed pre-sales contracts with Lake Lathrop have demanded the return of their earnest money from Lake Lathrop. On information and belief, the purchasers' requests are based on their belief that the Project is "dead" due in large part to the Village's public statements.

54. Lake Lathrop has no other adequate remedy available to alleviate its damages or address its claims.

55. Pursuant to its June 7 Letter, Lake Lathrop has demanded that the Village comply with its obligations under the Ordinance, but the Village has refused to do so.

WHEREFORE, Lake Lathrop respectfully requests that this Court:

- a. Issue a Writ of Mandamus compelling the Village to comply with Title IV, Chapter 4, Section 2-2 of the Village of River Forest Code of Ordinances by immediately causing the Director of Public Works to examine in good faith Lake Lathrop's Permit Application pursuant to Title IV, Chapter 4, Section 2-2;
- b. Issue an order requiring the Village to reimburse Lake Lathrop for the costs and reasonable attorneys' fees associated with bringing this action; and
- c. Grant Lake Lathrop such other and further relief as this Court deems appropriate.

COUNT II
Declaratory Judgment

56. Plaintiff realleges the allegations set forth in paragraphs 1 through 55 as if fully set forth herein.

57. The Village claims that Lake Lathrop must seek and obtain the approval of the Village Board of Trustee *and* enter into a new redevelopment agreement with the Village *before* the Village considers Lake Lathrop's Permit Application.

58. Lake Lathrop contends that it is the sole and only private legal owner of the Property and that it has the right to submit the Permit Application. Lake Lathrop further contends that the Village must consider Lake Lathrop's Permit Application in good faith and on its independent merits pursuant to the Ordinance.

59. As a result, an actual controversy exists between the Village and Lake Lathrop regarding the Lake Lathrop's rights as the legal title owner of the Property to submit its Permit

Application and the Village's obligation to review and consider that Permit Application in good faith and on its merits pursuant to the Ordinance and applicable law.

WHEREFORE, Plaintiff, Lake Lathrop Partners, LLC, respectfully requests that this Court enter a judgment in its favor and against the Village of River Forest declaring: (i) Lake Lathrop has the right as the legal title owner of the Property to submit its Permit Application to the Village for consideration without first obtaining the approval of the Village's Board of Trustees and without first entering into a new redevelopment agreement with the Village; (ii) the Village must consider the Permit Application in good faith and on the merits of the Permit Application pursuant to the Ordinance; and (iii) granting Lake Lathrop such other and further relief as it deems appropriate.

COUNT III

Tortious Interference With Prospective Business Expectancy and Economic Advantage

60. Plaintiff realleges the allegations set forth in paragraphs 1 through 59 as if fully set forth herein.

61. Following the expiration of Lake Lathrop's original building permit application, which the Village had approved, the Village, on multiple occasions, publicly disseminated that the Project was "dead" and that it would never issue another building permit to Lake Lathrop or any entity affiliated Lake Lathrop, including Sedgwick Properties Development Corporation.

62. Lake Lathrop, as the legal title holder to the Property and pursuant to the Ordinance, has the legal right to submit a new building permit application for the Village's consideration.

63. With the goal of submitting a new building permit application and completing the Project, Lake Lathrop has been actively seeking potential new financing sources to provide the necessary financing for the completion of the Project.

64. However, on information and belief, those potential financing sources have chosen not to proceed with their due diligence based on the statements by the Village that it will not issue a building permit application to Lake Lathrop and the Village's refusal even to consider the Permit Application.

65. Still further, multiple individuals who entered into pre-sale purchase contracts with Lake Lathrop have terminated their respective contracts and/or are seeking the termination of those contracts and the return of their earnest money based again on the Village's negative public statements about Lake Lathrop and the Village's refusal to consider the Permit Application.

66. On several occasions prior to May 22, 2024, Lake Lathrop attempted to upload its Permit Application to the Village's online portal for consideration by the Village. However, the Village's online portal system refused to accept the Permit Application.

67. On May 22, 2024, Lake Lathrop was finally able to upload its Permit Application to the Village's online portal system. However, pursuant to the Village's May 24, 2024 and June 21, 2024 letters, the Village will not even consider the Permit Application.

68. Pursuant to the Ordinance, the Village must perform the ministerial act of accepting and considering the Permit Application. Indeed, the Village has no discretion whatsoever with regard to this mandated ministerial act, as the Ordinance clearly provides that: "The director of public works *shall* examine applications for permits, within a reasonable time after filing." *See* Ex. L (emphasis added).

69. Lake Lathrop as the owner of the Property has a reasonable expectancy of entering into a valid business relationship with a new financing source that can provide the funding necessary for the completion of the Project. Lake Lathrop also has a reasonable expectancy of

entering into a valid business relationship with current and prospective purchasers of the residential units that will be constructed in connection with the Project.

70. On information and belief, the Village is well aware of Lake Lathrop's ongoing efforts to obtain new financing, complete construction of the Project and enter into business relationships with both prospective commercial tenants and prospective purchasers of the residential unit to be constructed in connection with the Project. The Village is also well aware that Lake Lathrop entered into pre-sale contracts with multiple purchasers of the to-be-constructed residential units and that Lake Lathrop's expectancy is to maintain those business relationships.

71. The Village is intentionally and unjustifiably interfering with Lake Lathrop's reasonable expectancy to enter into valid business relationships by, at a minimum: (i) refusing to accept and consider Lake Lathrop's Permit Application in violation of its ministerial duties pursuant to the Ordinance; (ii) publicly disseminating false and misleading information that the Project is "dead"; and (iii) publicly disseminating that it will never again issue a building permit application to Lake Lathrop and/or its affiliates, including Sedgwick Properties Development Corporation. Still further, in its June 21, 2024 letter, even if the Village concedes that there is a scenario whereby it would approve a building permit application submitted by Lake Lathrop. Nevertheless, the Village's public comments are that it will never again issue a building permit application to Lake Lathrop, and the Village has refused to retract those improper and defamatory statements.

72. On information and belief, the Village's intentional and unjustified actions have induced or caused potential financing sources to terminate their due diligence efforts and terminate their discussions with Lake Lathrop regarding providing potential financing for the Project.

73. On information and belief, the Village's intentional and unjustified actions have also induced or caused the pre-sale contract purchasers of the residential units to terminate (or attempt to terminate) their purchase agreements with Lake Lathrop and demand the return of their earnest money.

74. The Village's intentional and unjustified actions in refusing to perform mandated ministerial acts pursuant to the Ordinance, as well as its false and misleading public statements, have interfered with Lake Lathrop's prospective economic advantage and business expectancy with both potential financing sources and current and prospective purchasers of residential units at the Property, as described herein, and have necessarily caused damages to Lake Lathrop.

WHEREFORE, Plaintiff, Lake Lathrop Partners, LLC, respectfully requests that this Court: (i) enter a judgment in its favor and against the Village of River Forest on Count III of this Complaint; (ii) award compensatory damages to Lake Lathrop in an amount to be proven at trial; (iii) award punitive damages to Lake Lathrop, to the extent allowed by law; and (iv) grant Lake Lathrop such other and further relief as the Court deems appropriate.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Date: July 11, 2024

Respectfully submitted,

Lake Lathrop Partners, LLC

By: /s/ Richard A. Saldinger
One of Its Attorneys

Richard A. Saldinger
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VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct except as to matters therein stated to be on information and belief as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

LAKE LATHROP PARTNERS, LLC



By: Mark McKinney

Its: Authorized Representative

DATE: July 10, 2024