
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2021-R-068**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT
FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND
HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163RD
& HARLEM LLC FOR PROPERTY AT 16300 S HARLEM AVENUE.
(PETE'S FRESH MARKET)**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEN M. SULLIVAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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RESOLUTION NO. 2021-R-068

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163RD & HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE.
(PETE'S FRESH MARKET)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") and 163RD & Harlem LLC (the "Developer") have negotiated and now desire to enter into a Tax Increment Financing Redevelopment Agreement ("Agreement") pertaining to the economic development and revitalization of certain areas of the Village located within the 159th and Harlem TIF District ("TIF District"), attached hereto as Exhibit 1; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 of the Illinois Municipal Code in conjunction with 65 ILCS 5/11-74.4-1 *et seq.* ("TIF Act") the Village is authorized to appropriate and expend funds necessary for economic development and revitalization of real property within said TIF District; and

WHEREAS, it is the intent of the Village and the Developer, pursuant to said Agreement, to promote the economic development and revitalization of certain real property located at 16300 Harlem Avenue, Tinley Park, Illinois, PIN: 27-24-202-020-0000 and 27-24-202-021-0000; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into this Agreement with the Developer; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement between the Village and the Developer, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20th day of July, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Sullivan

NAYS: None

ABSENT: Mueller

APPROVED THIS 20th day of July, 2021.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
16300 S. Harlem Ave, Tinley Park, Illinois 60477

(Pete’s Fresh Market)

THIS REDEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _st day of July, 2021 (the “Effective Date”), by and between the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (the “Village”) and **163RD & HARLEM LLC**, an Illinois limited liability company (the “Developer”), (the Village and Developer are hereinafter sometimes collectively referred to as the “Parties,” and individually as a “Party”, as the context may require).

WITNESETH:

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (the “Act”), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 159th Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street), the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west (the “Redevelopment Project Area”). The Redevelopment Project Area is legally described and depicted in **Exhibit A** attached hereto and made apart hereof; and

WHEREAS, on August 18, 2020, the President and Board of Trustees (the “Corporate Authorities”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the “TIF Ordinances”): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax

26 Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving
27 the 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No.
28 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

29 **WHEREAS**, Developer is the fee title holder of the property legally described and
30 depicted in **Exhibit B** attached hereto and made apart hereof (“Property”); and

31 **WHEREAS**, the Property is located within the boundaries of the Redevelopment Project
32 Area; and

33 **WHEREAS**, the Property is currently improved with an abandoned building retail store
34 on the southern portion of the Property (the “Former Retail Store”); and

35 **WHEREAS**, Developer proposes to undertake a major capital investment in the Property
36 and the Former Retail Store, including the renovation of the Former Retail Store into a warehouse,
37 the construction of a new approximately 88,608 sq. ft. Pete’s Fresh Market grocery store (the
38 “Grocery Store”); the construction of approximately 51,831 sq. ft. of retail tenant space north of
39 the Grocery Store (“Retail Space”); and an optional approximately 12,400 sq. ft. expansion of the
40 Former Retail Store for use as additional warehouse space.

41 **WHEREAS**, the Village has approved the final development plans for the renovation of
42 the Former Retail Store into a warehouse and the construction of the Grocery Store and Retail
43 Space (collectively, the “Project”), attached hereto as **Exhibit C**, as may be amended from time to
44 time, are referred to herein as the “Project Plans”; and

45 **WHEREAS**, the Developer has estimated that the hard and soft costs for the Project are
46 approximately \$36.68 million (the “Project Budget”) as set forth on **Exhibit D** attached hereto;
47 and

48 **WHEREAS**, to facilitate the development and construction of the Project and subject to
49 and in accordance with the terms of this Agreement, the Village has agreed to reimburse the
50 Developer for certain Project costs solely from Available Incremental Taxes, as those terms are
51 defined below; and

52 **WHEREAS**, the Developer has agreed to develop and construct the Project in accordance
53 with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village
54 has granted relief therefrom), as applicable to the Project Plans, and all other governmental
55 authorities having jurisdiction over the Property and the Project; and

56 **WHEREAS**, the Developer represents and warrants to the Village, and the Village finds
57 that, but for the financial assistance to be provided by the Village to the Developer pursuant to this
58 Agreement, the Project, would not be economically viable and, concomitantly, it is not reasonably
59 anticipated that the Developer would develop and construct the Project as contemplated; and

60 **WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the
61 Village for consideration and review, and the Corporate Authorities have taken all actions required
62 to be taken prior to approval and execution of this Agreement in order to make the same binding
63 upon the Village according to the terms hereof, and this Agreement has been submitted to the
64 manager of the Developer for consideration and review, and the manager has taken all actions
65 required to be taken prior to approval and execution of this Agreement in order to make the same
66 binding upon the Developer according to the terms hereof; and

67 **WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration,
68 have concluded that (A) the Developer meets high standards of creditworthiness on the basis it
69 will deploy its own capital to finance the Project (B) the development and construction of the
70 Project as provided herein will avoid significant vacancies at the Shopping Center, further the

71 growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area,
72 improve the environment of the Village, increase the assessed valuation of the real estate situated
73 within the Village, increase sales tax revenue, foster increased economic activity within the
74 Village's commercial sectors, increase employment opportunities within the Village by creating
75 and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping
76 Center and other retail properties in the Village, is in the best interest of the Village, and is
77 otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of
78 its residents and taxpayers; and (C) without the financial assistance contemplated by this
79 Agreement, the Project would not be feasible; and

80 **WHEREAS**, pursuant to its Authority under (A) the Act; (B) its home rule powers under
81 the Article VII, Section 6 of the Illinois Constitution; and (C) Economic Development Act of the
82 Illinois Municipal Code, 65 ILCS 5/8-1-2.5 pertaining to economic incentive agreements, the
83 Village wishes to enter into this Agreement with the Developer.

84 **NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and
85 agreements contained herein, and other good and valuable consideration, the receipt and
86 sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as
87 follows:

88 **ARTICLE I**
89 **RECITALS PART OF THE AGREEMENT**

90 The representations, covenants and recitations set forth in the foregoing recitals are
91 material to this Agreement and are hereby incorporated into and made a part of this Agreement as
92 though they were fully set forth in this Article I.

93
94

**ARTICLE II
DEVELOPER OBLIGATIONS**

95
96
97 **2.1 Developer Obligations and Agreements.** In consideration of the substantial
98 commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to
99 the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill,
100 or has fulfilled, the following obligations:

- 101 A. The Developer shall construct the Project substantially in accordance with
102 the Project Plans, and the Developer shall use commercially reasonable
103 efforts to complete the Project on or before December 31, 2022 (the “Project
104 Completion Date”), subject to any Force Majeure Delays (as defined below)
105 and atypical construction delays; provided, however, that if Developer has
106 not commenced construction of the Project on or before October 31, 2021,
107 (the “Project Commencement Date”), either Party shall have the right to
108 terminate this Agreement.
- 109 B. The Developer will exercise reasonable efforts to advance, or cause other
110 parties to advance the funds necessary to construct and complete the Project.
- 111 C. The Developer will exercise reasonable efforts to secure or cause to be
112 secured, all required permits, entitlements, authorizations and approvals
113 necessary or required to construct and complete the Project (collectively,
114 the “Village Approvals”). The Village will expeditiously process all of the
115 Developer’s requests and applications for Village Approvals.
- 116 D. In the event a claim is made against the Village, its officers, officials, agents
117 and employees or any of them, or if the Village, its officers, officials, agents
118 and employees or any of them (the “Indemnified Party” or “Indemnified

Parties”), is made a party-defendant in any proceeding arising out of or in connection with the Developer’s construction, operation, duties, obligations and responsibilities under the terms of this Agreement, the Project, including but not limited to, any claim or cause of action concerning construction of the Project and matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, the Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith (collectively, “Losses”); provided, however, that to the extent that any Losses are caused the negligence, fraud or willful misconduct of, or the violation of any applicable law, regulation, code or ordinance by, any Indemnified Party, the Developer shall have no obligation to indemnify such Indemnified Parties for any such Losses. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the Village nor any of the other Indemnified Parties shall be required

142 to contribute to such settlement except to the extent that Losses that are the
143 subject of the settlement are caused by the negligence, fraud or willful
144 misconduct of an Indemnified Party.

145 E. Notwithstanding anything herein to the contrary, none of the Indemnified
146 Parties shall be liable to the Developer for damages of any kind or nature
147 whatsoever or otherwise in the event that, except where due to the
148 negligence, fraud or willful misconduct of, or the violation of any applicable
149 law, regulation, code or ordinance by, one or more of the Indemnified
150 Parties, all or any part of the Act, or any of the TIF Ordinances or other
151 ordinances of the Village adopted in connection with either the Act or this
152 Agreement, shall be declared invalid or unconstitutional in whole or in part
153 by the final (as to which all rights of appeal have expired or have been
154 exhausted) judgment of any court of competent jurisdiction
155 (“Unconstitutional Finding”), and by reason thereof either the Village is
156 prevented from performing any of the covenants and agreements herein or
157 the Developer is prevented from enjoying the rights and privileges hereof;
158 provided that nothing in this Section 2.1.E shall limit otherwise permissible
159 claims by the Developer against the Village or actions by the Developer
160 seeking specific performance of this Agreement or payment of amounts due
161 in the event of a breach of this Agreement by the Village. In the event of
162 an Unconstitutional Finding, Developer shall, at its option, be released from
163 its obligations under this Agreement.

164 F. Upon reasonable (no less than two (2) business days) prior written notice,
165 the Village Manager, or his designee, shall have access to all portions of the
166 Project while it is under construction during normal business days and hours
167 for the purpose of determining compliance with this Agreement, applicable
168 laws and applicable regulations; provided, however, that any such person(s)
169 shall comply with all construction site rules and regulations while such
170 person(s) is on or near the Property. Additionally, the Developer shall keep
171 and maintain detailed accountings of expenditures demonstrating the total
172 actual costs of the Developer's Project costs. As and to the extent the same
173 are disclosed to Village in compliance with subsection G. below, the Village
174 shall treat all such information as confidential business materials, the
175 disclosure of which would cause the Developer competitive harm. All such
176 books, records and other documents, including but not limited to the general
177 contractor's and subcontractors' sworn statements, general contracts,
178 subcontracts, purchase orders, waivers of lien, paid receipts and invoices,
179 and documentation evidencing that the Developer has incurred and paid any
180 expense for which reimbursement as the Developer's Project costs,
181 including Redevelopment Project Costs, is sought by Developer hereunder
182 shall be made available in electronic format for inspection, copying, audit
183 and examination, solely to enable the Village to comply with the Act, by an
184 authorized representative of the Village for a period of one (1) year after
185 issuance of the Certificate of Completion (as defined below). The Village
186 shall treat all such information as confidential business materials, the

187 disclosure of which would cause the Developer competitive harm. As such,
188 the Village shall not disclose any such information pursuant to a Freedom
189 of Information Act request unless compelled to by the Attorney General or
190 a court of competent jurisdiction.

191 G. The Developer shall cooperate with the Village and provide the Village with
192 the information in Developer's possession or control required and necessary
193 under the Act to enable the Village to comply with the Act and its
194 obligations under this Agreement.

195 H. The Developer shall comply with the fair employment/affirmative action
196 principles required by the Act and the TIF Ordinances, and with all
197 applicable federal, state and municipal regulations in connection with the
198 construction of the Project.

199 I. The Developer has furnished to the Village a Project Budget showing total
200 costs for the Project in the amount of \$36.68 million as set forth in **Exhibit**
201 **D**. The Developer hereby certifies to the Village that, to the best of the
202 Developer's knowledge as of the date of this Agreement, the Project Budget
203 attached as Exhibit D is a true, correct and complete, good faith estimate of
204 the Project Budget as of the date hereof in all material respects.

205 **2.2 Representations and Warranties About Ownership.** The Developer represents,
206 warrants and covenants that, to its knowledge, no member, official, officer, employee of the
207 Village, or any commission or committee exercising authority over the Project or the Property, or
208 any consultant hired by the Village or the Developer with respect thereto, owns or controls or has
209 owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,

234 Reimbursement Amount shall be reimbursed, to the extent the Developer has incurred
235 Redevelopment Project Costs, by Available Incremental Taxes

236 A. **Available Incremental Taxes.** Following issuance of the Certificate of
237 Expenditure, as defined below, the Village shall pay the Developer from
238 Available Incremental Taxes generated during the Available Incremental
239 Tax Term for Redevelopment Project Costs incurred by the Developer. The
240 term “Available Incremental Taxes” shall mean eighty percent (80%) of all
241 net incremental ad valorem real property taxes received by the Village, if
242 any, arising from the levies upon the Property attributable to the then current
243 equalized assessed valuation of the Property over and above the initial
244 equalized assessed value of the Property, all as determined pursuant to
245 Section 5/11-74.4-8 of the Act and the TIF Ordinances. The Parties
246 acknowledge that the initial equalized assessed value of the Property, as set
247 forth in the TIF Ordinances, the term “Redevelopment Project Costs” shall
248 mean and include all costs defined as “redevelopment project costs” in
249 Section 5/11-74.4-3(q) under the Act and which have been of the Act which
250 are eligible for reimbursement approved in the TIF Ordinances. The term
251 “Available Incremental Tax Term” shall mean that approximately 10-year
252 period, commencing December 1 of the first calendar year for which
253 property taxes are payable based on an assessed value of the Property that
254 takes into account the Project improvements, and ending approximately 10
255 years thereafter; provided, however, that Developer will be entitled to
256 Available Incremental Taxes for each of the ten years during the Available

257 Incremental Tax Term even if such Available Incremental Taxes in the last
258 year have not yet been paid to Developer before the end of the Available
259 Incremental Tax Term. [For example, if the Project is completed in
260 calendar year 2022 and real estate taxes for calendar year 2022 payable in
261 calendar year 2023 are based on an assessed value of the Property that takes
262 into account the Project improvements, then the Available Incremental Tax
263 Term will begin on the date such Available Incremental Taxes for such year
264 are paid to Developer (estimated to be December 1, 2023) and end on the
265 date the tenth (10th) annual payment of Available Incremental Taxes are
266 paid to Developer (estimated to be December 1, 2033).]

267 B. Commencing the sixth year of the Available Incremental Tax Term, the
268 Village agrees to review with Developer the payment of Available
269 Incremental Taxes relative to the Maximum Reimbursement Amount, and
270 consider modification of the Available Incremental Taxes in the event the
271 Maximum Reimbursement Amount will not be paid at the conclusion of
272 Available Incremental Tax Term. Any decision to modify the payment of
273 the Available Incremental Taxes is at the Village's sole discretion.

274 3.2 The Developer agrees and understands that: (1) the sole source of funds for
275 payment of the Economic Assistance is expressly limited to Available Incremental Taxes; (2) the
276 Developer is assuming the risk that the applicable Available Incremental Taxes generated during
277 the term of this Agreement may be less than the Maximum Reimbursement Amount; (3) the
278 Developer will have no right to compel the exercise of any taxing power of the Village for payment
279 of any of the reimbursement amounts; (4) the Village's reimbursement obligations pursuant to this

280 Agreement do not and will not represent or constitute a general obligation or a pledge of the faith
281 and credit of the Village, the State of Illinois or any political subdivision thereof;

282 **3.3 Timing of Reimbursement Payments.**

283 A. Upon completion of the Project (which shall be deemed to have occurred
284 upon the issuance of a temporary or permanent Certificate of Occupancy by
285 the Village), the Developer shall submit a Certificate of Expenditure,
286 substantially in the form set forth on **Exhibit F** (the “Certificate of
287 Expenditure”) to document and substantiate the amount of Project costs
288 incurred by the Developer (the “Actual Project Costs”), including
289 Redevelopment Project Costs. In addition to the Certificate of Expenditure,
290 the Developer’s submission shall include such evidence reasonably
291 acceptable to the Village that validates the Developer has incurred such
292 Redevelopment Project Costs. Such evidence shall include, but is not
293 limited to, owner’s sworn statements, contractor and subcontractor lien
294 waivers, invoices and cancelled checks related thereto, or such other
295 documents as may be appropriate or required. The Village shall approve
296 the Certificate of Expenditure within thirty (30) days of receipt, provided
297 that all necessary and sufficient supporting documentation has been
298 supplied by the Developer. All costs approved pursuant to a Certificate of
299 Expenditure shall be included in the calculation of Actual Project Costs.

300 **3.4 Certificate of Completion.** Upon the Developer’s written request, the Village
301 shall issue to the Developer a Certificate of Completion in recordable form confirming that the
302 Developer has fulfilled its obligation to complete the Project (which shall be deemed to have

303 occurred upon the issuance of a temporary or permanent Certificate of Occupancy by the Village)
304 in accordance with the terms of this Agreement. The Village shall issue the Certificate of
305 Completion only upon (i) the Village's determination of Developer's completion of the Project in
306 accordance with the terms of this Agreement, and (ii) the Village's approval of a Certificate of
307 Expenditure, as applicable for the Project. The Village shall respond to the Developer's written
308 request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a
309 written statement detailing the ways in which the Project, as applicable does not conform to this
310 Agreement or has not been completed in accordance with this Agreement, and the measures which
311 must be taken by the Developer in order to obtain the applicable Certificate of Completion ("Punch
312 List"). The Punch List shall be deemed binding on the Village and once issued, the Village shall
313 not be permitted to add items to the Punch List, with the exception of items related to life safety
314 or required by governmental agencies or state and federal law. The Developer may resubmit a
315 written request for a Certificate of Completion upon accomplishment of the items on the Punch
316 List.

317 **3.5 Developer Indemnification.** In the event a claim is made against the Developer,
318 its members, managers, directors, partners, affiliates, shareholders, officers, officials, agents and
319 employees or any of them, or if the Developer, its directors, partners, affiliates, shareholders,
320 officers, officials, agents and employees or any of them (the "Developer Indemnified Party" or
321 "Developer Indemnified Parties"), is made a party-defendant in any proceeding arising out of or
322 in connection with: (a) the Village's duties, obligations and responsibilities under the terms of this
323 Agreement, (b) the Village's breach of any of its obligations under this Agreement, (c) the
324 Village's violation of any applicable law, regulation, code or ordinance; or (d) any negligence,
325 fraud or willful misconduct of the Village, the Village shall, to the extent permitted by law,

326 indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer
327 Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including
328 expenses and reasonable attorney's fees, in connection therewith. Any such Developer
329 Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her
330 own expense. The Developer Indemnified Parties shall cooperate in the defense of such
331 proceedings and be available for any litigation related appearances which may be required.
332 Further, the Village shall be entitled to settle any and all claims for money, in such amounts and
333 upon such terms as to payment as it may deem appropriate, without the prior approval or consent
334 of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the
335 Developer nor any of the other Developer Indemnified Parties shall be required to contribute to
336 such settlement.

337 **3.6 Terms and Conditions of Economic Assistance.** The Parties recognize and agree
338 that the Village's commitment to provide the Economic Assistance to Developer is expressly
339 contingent upon Developer's completion of the Project (as provided in Section 3.4 above), and the
340 operation of the Grocery Store (by an affiliated operating entity separate from Developer) for a
341 period of at least ten (10) years (the "Grocery Store Operation Period"). If Developer, an affiliated
342 operating entity separate from Developer, or its or their successors or assigns, fail to operate the
343 Grocery Store for the Grocery Store Operation Period, it shall forfeit all then unpaid future
344 Economic Assistance it may be entitled to pursuant to this Agreement and be required to reimburse
345 the Village for all Economic Assistance paid to Developer pursuant to the following schedule:

Grocery Store Years of Operation	Percentage of Economic Assistance to be Repaid
0	100%
1	90%
2	80%
3	70%

4	60%
5	50%
6	40%
7	30%
8	20%
9	10%

346

347 3.7 A failure to temporarily operate a Grocery Store for a period of up to one (1) year
348 due to business interruptions caused by remodeling, pandemic, epidemic, governmental
349 restrictions, takings, and limitations arising subsequent, war, state or national emergency,
350 government mandated closures, damage or destruction by fire or other casualty, strike, shortage of
351 material or labor, unusually adverse weather conditions, tornadoes or cyclones, and other events
352 or conditions beyond the reasonable control of the Developer, an affiliated operating entity
353 separate from Developer, or its or their successors or assigns, shall be considered a “Permitted
354 Operational Delay.” In the event of a Permitted Operational Delay, Developer, an affiliated
355 operating entity separate from Developer, or its or their successors or assigns, shall notify the
356 Village of the nature of the event claimed to constitute Permitted Operational Delay. Notification
357 shall be provided in accordance with Section 6.8. Operation of the Grocery Store impaired by
358 reason of the designated event and the Village’s right to seek reimbursement under Section 3.6
359 shall be tolled for that period of time reasonably necessary to remove or otherwise cure the
360 impediment to performance and the Developer, an affiliated operating entity separate from
361 Developer, or its or their successors or assigns shall be obligated to pursue such remedy or cure
362 with reasonable diligence given the nature of the impairment, to the extent the same may be
363 reasonably cured. In no event shall the Permitted Operational Delay exceed one (1) year.

364 3.8 Developer shall have no further obligations under this Agreement.

365

**ARTICLE IV
AUTHORITY**

366
367

368 **4.1 Village Powers and Authority.** The Village hereby represents and warrants to
369 the Developer that the Village has full constitutional and lawful right, power and authority, under
370 currently applicable law, to execute and deliver and perform the terms and obligations of this
371 Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by
372 all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes
373 the legal, valid and binding obligation of the Village, and is enforceable in accordance with its
374 terms and provisions and the execution of this Agreement does not require the consent of any other
375 governmental authority.

376 **4.2 Developer Powers and Authority.** The Developer hereby represents and warrants
377 to the Village that the Developer has full lawful right, power and authority, under currently
378 applicable law, to execute and deliver and perform the terms and obligations of this Agreement,
379 and the foregoing has been or will be duly and validly authorized and approved by all necessary
380 Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation
381 of the Developer, is enforceable in accordance with its terms and provisions and does not require
382 the consent of any other party.

383 **4.3 Authorized Parties.** Except in cases where the approval or authorization of the
384 Village's Corporate Authorities is required by law, whenever, under the provisions of this
385 Agreement, or other related documents and instruments or any duly authorized supplemental
386 agreements, any request, demand, approval, notice or consent of the Village or the Developer is
387 required, or the Village or the Developer is required to agree to, or to take some action at, the
388 request of the other, such request, demand, approval, notice or consent, or agreement shall be given
389 for the Village, unless otherwise provided herein, by the Village Manager or his designee and for

390 the Developer by any officer of the Developer so authorized (and, in any event, the officers
391 executing this Agreement are so authorized). Any Party shall be authorized to act on any such
392 request, demand, approval, notice or consent, or agreement or other action and neither Party hereto
393 shall have any complaint against the other as a result of any such action taken.

394 **ARTICLE V**
395 **DEFAULTS AND REMEDIES**

396 5.1 **Breach.** A Party shall be deemed to be in breach this Agreement if it fails to
397 materially perform, observe or comply with any of its covenants, agreements or obligations
398 hereunder or breaches or violates any of its representations contained in this Agreement after the
399 expiration of any cure period applicable thereto.

400 5.2 **Cure of Breach.** Except as otherwise provided herein, prior to the time that a
401 failure to perform any other action or omission to perform any such obligation or action described
402 in Section 5.1 shall be deemed to be a breach hereof, the Party claiming such failure shall provide
403 written notification to the Party alleged to have failed to perform of the alleged failure and shall
404 demand performance. No breach of this Agreement may be found to have occurred if performance
405 has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of
406 the receipt of such notice; provided, however that if the Developer alleges that the Village has
407 failed to pay Incremental Taxes as and when required, then the Village shall have thirty (30) days
408 to cure such default. The prosecution of the conduct necessary to remedy the alleged breach must
409 be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required,
410 shall be tolled during any applicable time period during which a delay in performance is permitted
411 as an event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but
412 the tolling of the performance of any obligation shall be limited to the obligation or action as to
413 which the Force Majeure Delay provisions apply.

414 In the event that either Party shall breach any provision of this Agreement and fail to cure
415 said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement,
416 the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available
417 at law or in equity, in any court of competent jurisdiction, including an action for specific
418 performance of the covenants and agreements herein contained. Notwithstanding the foregoing,
419 the Village remedy for monetary breaches shall be limited to its actual (but not exemplary,
420 consequential or punitive) damages in an amount not to exceed its out-of-pocket expenses incurred
421 in connection with this Agreement, including attorneys' fees. Except as otherwise set forth herein,
422 no action taken by a Party pursuant to the provisions of this Section 5.2 or pursuant to the
423 provisions of any other section of this Agreement shall be deemed to constitute an election of
424 remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any
425 other remedy either set forth herein or available to any Party at law or in equity. Notwithstanding
426 anything herein to the contrary, in the event that the Developer fails to complete the Project, the
427 Village's sole remedy shall be to withhold payment of Incremental Taxes.

428 **5.3 Default Shall Not Permit Termination of Agreement.** No default under this
429 Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement;
430 provided, however, this limitation shall not affect any other rights or remedies the Parties may
431 have by reason of any default under this Agreement.

432 **5.4 Right to Enjoin.** In the event of any violation or threatened violation of any of
433 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a
434 court of competent jurisdiction for an injunction against such violation or threatened violation,
435 and/or for a decree of specific performance.

436

**ARTICLE VI
GENERAL PROVISIONS**

437
438

439 **6.1 Timing of Essence.** Time is of the essence of this Agreement. The Parties will
440 make every reasonable effort to expedite the subject matters hereof and acknowledge that the
441 successful performance of this Agreement requires their continued cooperation.

442 **6.2 Mutual Assistance.** The Parties agree to take such actions, including the execution
443 and delivery of such documents, instruments and certifications (and, in the case of the Village, the
444 adoption of such ordinances and resolutions), as may be necessary or appropriate from time to
445 time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other
446 in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or
447 amend one or more of the TIF Ordinances if such revocation or amendment would prevent or
448 impair the development of the Project in accordance with this Agreement or the Village's
449 performance of its obligations hereunder. The Parties shall cooperate fully with each other in
450 securing from any and all appropriate governmental authorities (whether federal, state, county or
451 local) any and all necessary or required permits, entitlements, authorizations and approvals to
452 develop and construct the Project.

453 **6.3 Force Majeure.** Neither the Village nor Developer nor any successor in interest
454 to either of them shall be considered in breach of or in default of its obligations under this
455 Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions,
456 takings, and limitations arising subsequent, war, state or national emergency, government
457 mandated closures, damage or destruction by fire or other casualty, strike, shortage of material or
458 labor, unusually adverse weather conditions such as, by way of illustration and not limitation,
459 severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration,
460 tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party

461 affected which in fact interferes with the ability of such Party to discharge its obligations hereunder
462 (in each case, a "Force Majeure Delay"). In each case where a Party hereto believes its
463 performance of any specific obligation, duty or covenant is delayed or impaired by reason of an
464 event of Force Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the
465 other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically,
466 the obligation, duty or covenant which it believes is delayed or impaired by reason of the
467 designated event. Notification shall be provided in accordance with Section 6.8. Performance of
468 the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that
469 period of time reasonably necessary to remove or otherwise cure the impediment to performance
470 and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy
471 or cure with reasonable diligence given the nature of the impairment, to the extent the same may
472 be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any
473 obligation, duty or covenant not directly or indirectly implicated in the claimed event of Force
474 Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled,
475 by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to
476 challenge the validity of a claimed event of Force Majeure Delay. Force Majeure Delays will not
477 apply to a Party's obligation under this Agreement to pay money to another Party.

478 **6.4 Amendment.** This Agreement, and any exhibits attached hereto, may be amended
479 only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of
480 an ordinance or resolution of the Village approving said written amendment, as provided by law,
481 and by the execution of said written amendment by the Parties or their successors in interest.
482 Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment
483 to this Agreement. In addition, the Village Manager may effect Minor Modifications to this

484 Agreement without the same being deemed an amendment to this Agreement which requires action
485 by the Village President and the Board of Trustees. For the purposes of this Agreement, the term
486 “Minor Modification” means a modification or waiver of any requirement, specification, or other
487 term set forth in this Agreement, consented to by the Parties in writing, whereby such
488 modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

489 **6.5 Entire Agreement.** This Agreement sets forth all agreements, understandings and
490 covenants between and among the Parties relative to the matters herein contained. This Agreement
491 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be
492 deemed a full integration of the entire agreement of the Parties.

493 **6.6 Severability.** If any provisions, covenants, agreement or portion of this
494 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall
495 not affect the application or validity of any other provisions, covenants or portions of this
496 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement
497 are declared to be severable.

498 **6.7 Consent or Approval.** Except as otherwise specifically provided in this
499 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is
500 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

501 **6.8 Illinois Law.** This Agreement shall be construed in accordance with the laws of the
502 State of Illinois.

503 **6.9 Notice.** Any notice, request, consent, approval or demand (each, a “Notice”) given
504 or made under this Agreement shall be in writing and shall be given in the following manner: (A)
505 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return
506 receipt requested; or (C) by commercial overnight delivery of such Notice for next business day

507 delivery. All Notices shall be delivered to the addresses set forth in this Section 6.8. Notice served
508 by certified mail shall be effective on the fifth Business Day (as defined below) after the date of
509 mailing. Notice served by commercial overnight delivery for next business day shall be effective
510 on the next Business Day following deposit with the overnight delivery company. For purposes
511 hereof, the first "business hour" of a Business Day shall be 8:00 a.m. Central time and the last
512 "business hour" shall be 6:00 p.m. Central time. The term "Business Day" shall be Monday
513 through Friday, excluding federal and State of Illinois holidays.

514 If to the Village:

515 Village of Tinley Park
516 Attn: Village Manager
517 16250 South Oak Park Avenue
518 Tinley Park, Illinois 60477
519 dniemeyer@tinleypark.org

520 with a copy to:

521 Peterson, Johnson & Murray Chicago, LLC
522 Attn: Kevin Kearney
523 200 West Adams Street, Suite 2125
524 Chicago, Illinois 60606
525 kkearney@pjmchicago.com

526 If to the Developer:

527 163rd & Harlem LLC
528 4333 South Pulaski Road
529 Chicago, Illinois 60632
530 Attention: Stephanie Dremonas
531 stephanie@pmrealtyinc.com
532

533 with a copy to:

534 Horwood Marcus & Berk Chtd.
535 Attention: David H. Sachs
536 500 West Madison Street, Suite 3700
537 Chicago, Illinois 60661
538 dsachs@hmbllaw.com
539

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6.10 Counterparts. This Agreement may be executed in several counterparts, each of

542 which shall be an original and all of which shall constitute but one and the same agreement.

543

6.11 Term of Agreement. The term of this Agreement shall commence on the Effective

544 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement

545 Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided,

546 however, the Village's obligation to make a final reimbursement payment of Available

547 Incremental Taxes under either Available Incremental Tax Term shall survive the term of the

548 Agreement and the Developer's rights and remedies to enforce such obligation shall survive the

549 term of the Agreement.

550

6.12 Good Faith and Fair Dealing. Village and Developer acknowledge their duty to

551 exercise their rights and remedies hereunder and to perform their covenants, agreements and

552 obligations hereunder, reasonably and in good faith.

553

6.13 Drafting. Each Party and its counsel have participated in the drafting of this

554 Agreement therefore none of the language contained in this Agreement shall be presumptively

555 construed in favor of or against either Party.

556

6.14 Recording. The Developer shall be permitted to record, at its costs and expense, a

557 memorandum of this Agreement with the Cook County Recorder of Deeds.

558

6.15 Covenants Run with the Land/Successors and Assigns. It is intended that the

559 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in

560 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all

561 such covenants shall run with and be enforceable against both the covenanted and the Property.

562 Such covenants shall terminate upon termination or expiration of this Agreement. On or before

563 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm

564 termination of this Agreement which Developer may, at its sole cost and expense, record against
565 the Property. This Agreement shall inure to the benefit of, and shall be binding upon each
566 Developer and each Developer's respective successors, grantees and permitted assigns, and upon
567 successor corporate authorities of the Village and successor municipalities.

568 **6.16 Assignment.** Prior to issuance of the Certificate of Completion, Developer may
569 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an
570 affiliate or party providing financing for the Project, without the prior express written consent
571 of the Village. After to issuance of the Certificate of Completion, the Developer may assign
572 this Agreement, or any rights of obligations hereunder, provided that the Developer delivers
573 notice not more than thirty (30) days after such assignment taking effect.

574 **6.17 Partial Funding.** Except as otherwise set for in this Agreement, the Developer
575 acknowledges and agrees that the economic assistance to be received by the Developer as set forth
576 in this Agreement is intended to be and shall be a source of partial funding for the Project and
577 agrees that any additional funding above and beyond said economic assistance shall be solely the
578 responsibility of the Developer. The Developer acknowledges and agrees that the amount of
579 economic assistance set forth in this Agreement represents the maximum amount of economic
580 assistance to be received by the Developer, provided the Developer complies with the terms and
581 provisions set forth in this Agreement. The Developer further acknowledges and agrees that the
582 Village is not a joint developer or joint venturer with the Developer and the Village is in no way
583 responsible for completion of any portion of the Project.

584 **6.18 Attorney Fees.** Should it become necessary to bring legal action or proceedings to
585 enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this
586 Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs,

610

611

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all

612

requisite authorizations as of the date first above written.

613

614

VILLAGE OF TINLEY PARK,

615

an Illinois Municipal Corporation

616

By:

Michael W. Stog

617

618

Village President

619

ATTEST

[Signature]

620

621

Village Clerk

163RD & HARLEM LLC,

an Illinois limited liability company

By:

[Signature]

Name:

Stephanie Demoras

Its:

Executive officer

610

611 **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all

612 requisite authorizations as of the date first above written.

613

614 **VILLAGE OF TINLEY PARK,**

615 an Illinois Municipal Corporation

616 By: Michael W. Stoj

617

618 Village President

619 ATTEST [Signature]

620

621 Village Clerk

163RD & HARLEM LLC,
an Illinois limited liability company

By: _____

Name: _____

Its: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named Stephanie Dremonas is personally known to
me to be the Executive Officer of 163rd + Harlem LLC, and also personally
known to me to be the same person whose name is subscribed to the foregoing instrument as such
Executive officer and respectively, and that he appeared before me this day in person
and severally acknowledged that, as such Executive officer, he signed and delivered
the said instrument, pursuant to authority given by the limited partnership as his free and voluntary
act, and as the free and voluntary act and deed of said 163rd + Harlem LLC of said limited
partnership, for the uses and purposes therein set forth.

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GIVEN under my hand and official seal, this 20th day of August, 2021.
Commission expires 9/11/22 Vasiliki Dremonas
Notary Public



EXHIBIT A

Legal Description of Redevelopment Project Area

THOSE PARTS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID SUPER-K SUBDIVISION AND THE WEST LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO THE NORTH LINE OF SAID LOT 2;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO A WEST LINE OF LOT 3 IN SAID SUPER-K SUBDIVISION;

THENCE NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINES OF LOT 3 IN SAID SUPER-K SUBDIVISION, TO THE WESTERN MOST NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT 1 IN PARK PLACE SUBDIVISION AS PER PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT NUMBER 92914537;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION TO THE NORTH LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER 22379900;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER;

THENCE NORTHERLY ALONG SAID EAST LINE, AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SECTION 18, ALSO THE NORTHWEST CORNER OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 18, ALSO THE NORTH LINE OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF

THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO A POINT 15 FEET NORTH OF THE RIGHT OF WAY OF 159TH STREET AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 159TH STREET AND THE EAST LINE OF THE WEST 65 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG THE RIGHT OF WAY OF 159TH STREET, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE

EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED

JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, TO THE WESTERN MOST NORTHWEST CORNER OF OUTLOT C IN DUN RAVEN PLACE PHASE II AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NUMBER 0010908493;

THENCE SOUTHWESTERLY TO A POINT OF TANGENCY IN THE NORTH LINE OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216 BEING THE WESTERLY TERMINUS OF AN ARC HAVING A RADIUS OF 192.00 FEET AND AN ARC LENGTH OF 300.13 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY LIMITS OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART

OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264, TO THE WEST LINE OF SAID LOT 3, ALSO THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, ALSO THE WEST LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WESTERLY LINE OF CENTENNIAL DRIVE AS DEDICATED BY INSTRUMENT RECORDED JULY 9, 1980 AS DOCUMENT NUMBER 25509385;

THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHERLY ON THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST

LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54

SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 2 ALL IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202, TO THE SOUTH LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH LINE, SOUTHEAST LINE AND EAST LINE OF BREMEN TOWN DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHERLY ALONG THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778 TO THE NORTH LINE OF LOT 16 IN BREMEN WOODS SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 16 AND THE NORTH LINE OF LOT 15 IN BREMEN WOODS SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17 IN BREMEN WOODS SUBDIVISION AS

PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17, AND THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EASTERN LIMITS OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18, THE NORTH LINE OF LOT 19, THE NORTH LINE OF LOT 20, THE NORTH LINE OF LOT 21 AND THE NORTH LINE OF LOT 26 ALL IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTH LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST

OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING, TO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222, TO THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020;

THENCE SOUTHERLY ALONG THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 83 THROUGH LOT 89 (BOTH INCLUSIVE) IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND T2419778.

ALSO,

LOT 1 THROUGH LOT 12 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE I AS PER PLAT THEREOF RECORDED DECEMBER 21, 1990 AS DOCUMENT NUMBER 90619247.

ALSO,

LOT 1 THROUGH LOT 5 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE II AS PER PLAT THEREOF RECORDED OCTOBER 28, 1993 AS DOCUMENT NUMBER 93870509.

EXHIBIT B

Legal Description and Map of Property

PARCEL 1:

LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 21, 1991 AS DOCUMENT 91303346, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS", AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

PIN(S): 27-24-202-020-0000; 27-24-202-020-0000

COMMONLY KNOWN AS: 16300 South Harlem Avenue
Tinley Park, Illinois

EXHIBIT C
Project Plans

EXHIBIT D

Project & Redevelopment Budgets

DETAILED BUDGET	
Land Acquisition:	\$ 5,000,000
Soft Costs/Fees:	
Construction Documents	\$ 317,000
Design Schematic	\$ 127,624
Entitlements	\$ 30,876
Legal/Accounting	\$ 158,500
Commissions	\$ 245,000
Total Soft Cost/Fees	\$ 879,000
Hard Construction Costs:	
Excavation/Sitework/Demo	\$ 1,800,000
Steel	\$ 2,200,000
Concrete/Paving (core/shell)	\$ 700,000
Masonry	\$ 1,600,000
Roof/Metal Panel	\$ 1,250,000
Electrical (core/shell)	\$ 450,000
Mechanical (Sewer and Water)	\$ 2,500,000
Carpentry (core/shell)	\$ 325,000
General Requirements	\$ 100,000
Distribution Center	\$ 3,500,000
Additional Tenants	\$ 4,500,000
Tenant Improvements Build Out:	
Concrete/Paving	\$ 300,000
Electrical	\$ 1,750,000
Carpentry	\$ 325,000
Tile	\$ 20,000
Wood	\$ 1,200,000
Signage	\$ 300,000
Paint	\$ 75,000
Fire Protection	\$ 225,000
Plumbing	\$ 200,000
Landscaping and Irrigation	\$ 400,000
Furniture, Fixture, & Equipment:	
Carpeting	\$ 5,000
Door	\$ 45,000
Equipment	\$ 500,000
Equipment Cooking	\$ 100,000
HVAC	\$ 350,000
Interior Shelving	\$ 50,000
Lights and Fixtures	\$ 300,000
Refrigeration	\$ 2,400,000
Store Fixture	\$ 45,000
Dock Levelers	\$ 40,000
Pressure Washer	\$ 9,000
Compactor	\$ 35,000
Faucets	\$ 15,000
Steel Doors	\$ 30,000
Cart Corrals	\$ 15,000
Registers	\$ 240,000
Money Counters	\$ 5,000
Service Counters	\$ 35,000
Toilet Partitions	\$ 13,000
Cases/Refrigeration	\$ 2,500,000
Steel (Racks)	\$ 350,000
Total Hard Cost	\$ 30,802,000
Total Development Cost \$ 36,681,000	

EXHIBIT E

Form of Disclosure Affidavit

State of Illinois)
) ss
County of _____)

I, _____, reside at _____ in the City/Village of _____, County of _____, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the _____ of _____ (the "Developer").

That the property in question has a common street address referred to as: _____, in the Village of Tinley Park, County of Cook, State of Illinois, and with a Property Index Number(s) of _____ (hereinafter "Redevelopment Property").

That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement between the Developer and the Village, Illinois law requires the owner, authorized trustee, corporate official or managing member or agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property and/or Project, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property and/or project after this transaction is consummated.

As the owner, authorized trustee, corporate official or managing member or agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are _____; or
- (b) The shareholders with more than 7.5% interest are _____; or
- (c) The members with more than 7.5% interest in the limited liability company are _____, or
- (d) The corporation is publicly traded and there is no readily known individual having greater than a 7.5% interest in the corporation.

This instrument is made to induce the Village to enter into the redevelopment agreement and in accordance with the Illinois law.

Affiant: _____

Subscribed and Sworn to before me this _____ day of September, 2021.

Notary Public

EXHIBIT F

Form of Certificate of Expenditure

Date: _____, 2021

To: Village of Tinley Park, (the "Village")

Re: 163RD & HARLEM LLC ("Developer") \$_____ Incremental Tax Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement (Phase I) by and between Developer and the Village, dated _____, 2021, as authorized pursuant to Resolution No. 2021-R-____ (the "Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

Developer hereby certifies that, as of the date hereof, \$_____ has been advanced by Developer in connection with the Project. Such amount has been properly incurred, is a proper charge made or to be made in connection with the Project costs, including Redevelopment Project Costs. Total Project costs are \$_____ and Redevelopment Project Costs are \$_____. Documents substantiating these expenditures and their payment are attached hereto.

IN WITNESS WHEREOF, Developer has caused this certification to be signed on its behalf as of the date shown above.

163RD & HARLEM LLC

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
COUNTY OF COOK)
COUNTY OF WILL) SS

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-068, "A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163RD & HARLEM, LLC FOR PROPERTY AT 16300 S. HARLEM AVENUE" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 20th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of July, 2021.



VILLAGE CLERK