

---

---

**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

---

---

**RESOLUTION  
NO. 2021-R-078**

---

---

**A RESOLUTION SUPPORTING THE FILING OF A COOK COUNTY  
CLASS 8 REQUEST FOR PARTH37, LLC FOR PROPERTY LOCATED  
AT 6801 W. 159<sup>th</sup> STREET, TINLEY PARK, ILLINOIS**

---

---

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

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEEN 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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-078**

**A RESOLUTION APPROVING A COOK COUNTY CLASS 8 REQUEST  
FOR PARTH37, LLC FOR PROPERTY LOCATED AT 6801 W. 159<sup>th</sup>  
STREET, TINLEY PARK, ILLINOIS**

**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 desires to promote commercial and industrial development in the Village of Tinley Park; and

**WHEREAS**, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

**WHEREAS**, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 8 which provides an applicant a reduction in the assessment level for re-occupancy of an abandoned vacant industrial or commercial facility; and

**WHEREAS**, Class 8 requires the approval of the Cook County Board of Commissioners and the Village of Tinley Park; and

**WHEREAS**, Parth37, LLC (Applicant) is applying for Class 8 property status pursuant to said aforementioned ordinance for certain real estate located at 6801 W. 159<sup>th</sup> Street (Subject Property) in the Village of Tinley Park, Bremen Township, Cook County, Illinois, with the Property Index Number 28-19-100-019-0000, and legally described in **Exhibit "A"** attached hereto, and has proven to this Board that the Subject Property is in need of revitalization, and,

**WHEREAS**, the Subject Property real estate is located in Bremen Township; is currently vacant; and is certified eligible for Class 8 by Cook County;

**WHEREAS**, Parth37, LLC has invested \$450,000 for the purchase of the property and intends to invest another estimated \$800,000 towards improvements of the property for the purposes of operating a Smoothie King and;

**WHEREAS**, the Village and Applicant have executed a Property Tax Assessment Classification Agreement ("Classification Agreement"), attached hereto as **Exhibit "B"** and incorporated herein, which imposes certain terms and conditions on the Village's support for Applicant's request for the Class 8 reclassification of the Subject Property; and

**WHEREAS**, the granting of a Class 8 tax incentive for the Subject Property is necessary for the development of the vacant property and execution of the intended project; 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 President and Board of Trustees agree to grant a Cook County Real Estate Classification 8 status specifically for the special assessment of "occupation of vacant property" to Parth37, LLC for re-occupancy of a vacant commercial building located at 6801 W. 159<sup>th</sup> Street, Tinley Park, Bremen Township, Cook County, Illinois, PIN Number 28-19-100-019-0000.

**BE IT FURTHER RESOLVED**, that the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Offices of the Cook County Assessor, the Cook County Clerk and the Cook County Board of Commissioners.

PASSED THIS 7<sup>th</sup> day of September, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 7<sup>th</sup> day of September, 2021.

ATTEST:

  
\_\_\_\_\_  
VILLAGE CLERK

  
\_\_\_\_\_  
VILLAGE PRESIDENT

**EXHIBIT A**

**Legal Description**

PIN: 28-19-100-019-0000.

COMMON ADDRESS: 6801 W. 159<sup>th</sup> STREET

THE NORTH 194.40 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19,  
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN:

EXCEPTING THEREFROM THAT PORTION TAKEN BY THE STATE OF ILLINOIS IN  
CONDEMNATION PROCEEDINGS IN CASE NO. 7IL1027 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 159<sup>TH</sup>  
STREET (AS THE SAME HAS BEEN HERETOFORE DEDICATED BY A RATIFICATION  
OF DEDICATION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS  
DOCUMENT 2551034) AND THE WESTERLY RIGHT OF WAY LINE OF OAK PARK  
AVENUE; (SAID WESTERLY LINE BEING 33 FEET WEST OF AND PARALLEL WITH  
THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19), THENCE  
SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE,  
A DISTANCE OF 694.55 FEET TO A POINT; THENCE WESTERLY 17 FEET  
PERPENDICULAR TO SAID WESTERLY RIGHT OF WAY LINE OF OAK PARK  
AVENUE; THENCE NORTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND  
17 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE TO  
A POINT 15 FEET SOUTH OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF  
159<sup>TH</sup> STREET; THEN NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON  
THE EXISTING RIGHT OF WAY OF 159<sup>TH</sup> STREET, 32 FEET WESTERLY OF THE  
PLACE OF BEGINNING; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF  
159<sup>TH</sup> STREET A DISTANCE OF 32 FEET TO THE PLACE OF BEGINNING, IN COOK  
COUNTY, ILLINOIS.

**EXHIBIT B**

**Redevelopment Agreement**

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK  
AND PARTH37 LLC  
(6801 W. 159<sup>th</sup> Street, Tinley Park, Illinois 60477)**

**THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT** (“**Agreement**”) is made this 7<sup>th</sup> day of September, 2021 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **Parth37, LLC**, an Illinois Limited Liability Company (“**Owner**”).

**RECITALS**

**WHEREAS**, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as experiencing severe economic stagnation and blighted by the community in order to create employment opportunities and expand the tax base; and

**WHEREAS**, the Owner is the contract purchaser of property generally located at 6801 W. 159<sup>th</sup> Street, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

**WHEREAS**, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 8 Real Estate Tax Assessment Classifications, as said term is defined in the Classification Ordinance, (“**Class 8 Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 8 Assessment Classifications are necessary for such redevelopment to occur on the Property; and

**WHEREAS**, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 8 Tax Assessment Classifications; and

**WHEREAS**, Owner shall redevelop the Property for purposes of a Smoothie King and substantially be in compliance with plans as depicted in Exhibit B (the “**Site Plan**”) and Exhibit C (the “**Elevations**”); and

**WHEREAS**, without the Class 8 Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and



**WHEREAS**, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

**Section 1. Incorporation.** The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

**Section 2. Term of Agreement.** The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 8 Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

**Section 3. Covenants of the Village.** In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Class 8 Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Class 8 Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has presented a signed agreement to the Village for recordation contemplated under Section 8(f) herein.

**Section 4. Covenants of the Owner.** In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement, Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), by September 7, 2022.

- c. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- d. Upon completion of the project as demonstrated in Exhibit B, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the improvements (a “**Completion Statement**”).
- e. The “**Substantial Completion Date**” shall mean the date on which the Village has approved a Completion Statement for the entirety of the improvements outlined in Exhibit B, such approval shall not be unreasonably withheld.
- f. Owner shall comply with the Cook County prevailing wage requirements pursuant to Section 74-71(b) of the Cook County Code and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and shall submit certified payroll to the Village on the 15<sup>th</sup> day of each month.

**Section 5. Event of Default.**

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
  - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
  - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
  - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
  - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or



statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and

- v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
  - i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

**Section 6. Remedies.** Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
  - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 8 Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 8 Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
  - ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 8 Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of

the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 8 Assessment Classifications on the Property accruing after the issuance of the Demand Notice.

- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

#### **Section 7. Assignment.**

- a. Until the completion of the project identified in Exhibit B, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
  - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
  - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved the completion of the improvements shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such

transferee or assignee shall not be entitled to the rights and benefits provided for herein.

**Section 8. Miscellaneous.**

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which

shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

**Section 9. Notice.**

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park  
16250 S. Oak Park Ave.,  
Tinley Park, IL 60477  
Attn: David J. Niemeyer  
Village Manager  
dniemeyer@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC  
200 West Adams St. Ste. 2125  
Chicago, IL 60606  
Attn: Paul O'Grady  
pograd@pjmchicago.com

If to Owner: Parth Patel  
Parth37 LLC  
12821 Division St.  
Blue Island, Illinois 60406  
Parth7436@yahoo.com

With a copy to: Sandrick Law Firm LLC  
16475 Van Dam Road  
South Holland, Illinois 60473  
Attn: Adam Dotson  
adotson@sbtaxlaw.com

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective

for all purposes.

- c. For all purposes of this Agreement, a “business day” shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW



**IN WITNESS WHEREOF**, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

**VILLAGE OF TINLEY PARK**, an Illinois municipal corporation

*Michael W. Glotz*  
By: Michael W. Glotz  
Its: President

ATTEST:

*Kristin A. Thirion*  
By: Kristin A. Thirion  
Its: Village Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK         )

On this 7<sup>th</sup> day of September, 2021, before me, personally appeared Michael W. Glotz, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

*Diane Hultsch*  
Notary Public

Printed Name: Diane Hultsch

My commission expires: October 22, 2024



IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

Parth37 LLC

By:



Name:

Parth Patel

Title:

Managing Member

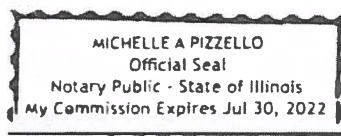
STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

On this 30<sup>th</sup> day of August, 2021, before me, personally appeared Parth Patel, personally known, who being by me duly sworn did say that he is the Managing Member of Parth37 LLC, that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.



Michelle A. Pizzello  
Notary Public

Printed Name:

Michelle A. Pizzello

My commission expires: July 30, 2022

**EXHIBIT A**

**Legal Description**

PIN: 28-19-100-019-0000

THE NORTH 194.40 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN:

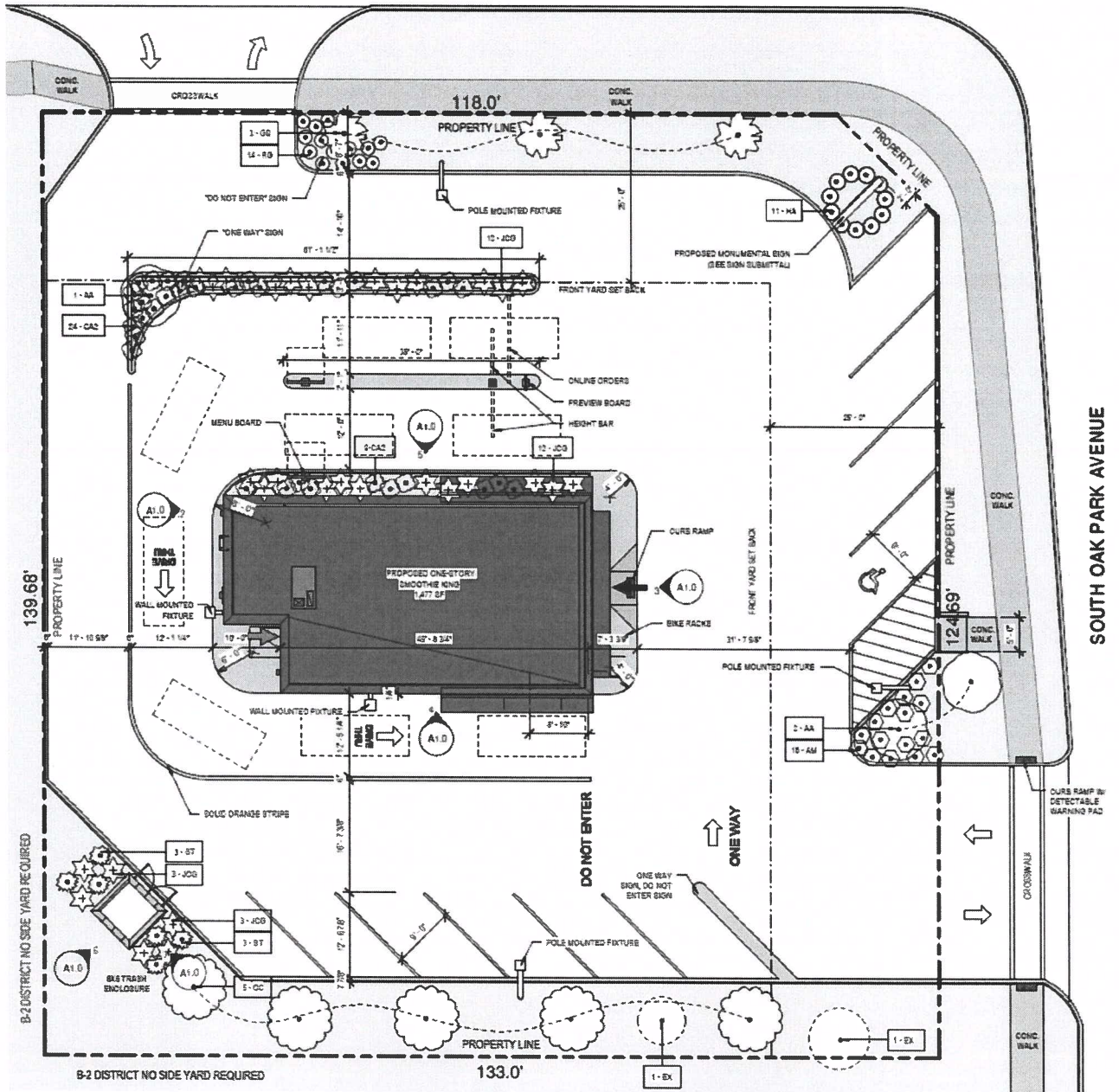
EXCEPTING THEREFROM THAT PORTION TAKEN BY THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS IN CASE NO. 71L1027 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 159<sup>TH</sup> STREET (AS THE SAME HAS BEEN HERETOFORE DEDICATED BY A RATIFICATION OF DEDICATION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT 2551034) AND THE WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE; (SAID WESTERLY LINE BEING 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19), THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE, A DISTANCE OF 694.55 FEET TO A POINT; THENCE WESTERLY 17 FEET PERPENDICULAR TO SAID WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE; THENCE NORTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 17 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF OAK PARK AVENUE TO A POINT 15 FEET SOUTH OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF 159<sup>TH</sup> STREET; THEN NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE EXISTING RIGHT OF WAY OF 159<sup>TH</sup> STREET, 32 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF 159<sup>TH</sup> STREET A DISTANCE OF 32 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

# EXHIBIT B

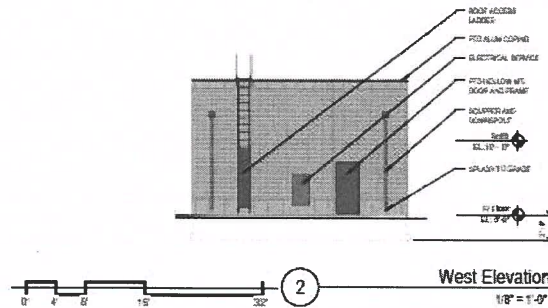
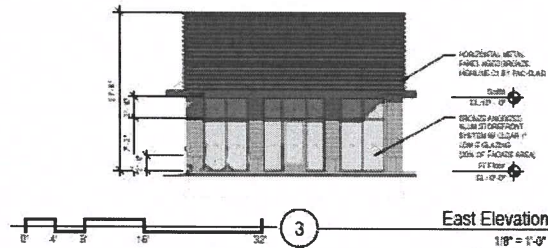
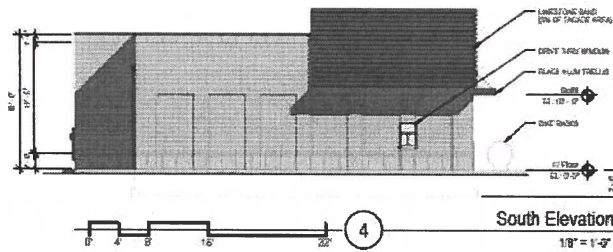
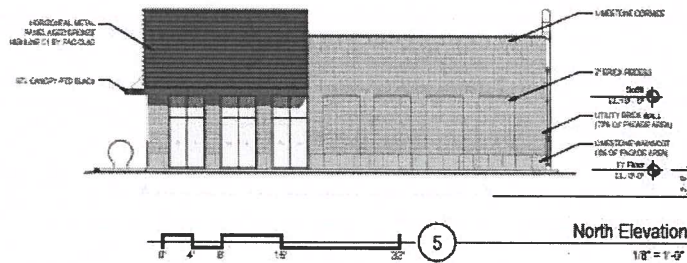
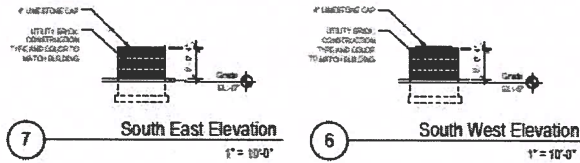
## Site Plan

WEST 159TH STREET



# EXHIBIT C

## Elevations





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

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-078, “A RESOLUTION APPROVING A COOK COUNTY CLASS 8 REQUEST FOR PARTH37, LLC FOR PROPERTY LOCATED AT 6801 W. 159<sup>th</sup> STREET, TINLEY PARK, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 7<sup>th</sup>, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK