STATE OF ILLINOIS  
COUNTY OF COOK  
COUNTY OF WILL  

CLERK'S CERTIFICATE

I, PATRICK, the duly elected, qualified and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION No.  2015-R-011

RESOLUTION AUTHORIZING ANNEXATION AGREEMENT FOR THE PROPERTY 
LOCATED AT 17301 S. 80TH AVENUE (JONES FARM) 
FOR COGREGATE ELDERY CARE FACILITY

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 17th day of March, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 17th day of March, 2015.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Seaman, Hannon, Maher, Staunton, Leoni, Grady

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 17th day of March, 2015.

[Signature]
Village Clerk
RESOLUTION AUTHORIZING ANNEXATION AGREEMENT FOR THE PROPERTY
LOCATED AT 17301 S. 80TH AVENUE (JONES FARM)
FOR COGREGATE ELDERY CARE FACILITY

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider an annexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of such Annexation Agreement (the "Annexation Agreement") being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Annexation Agreement be entered into by the Village of Tinley Park.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Annexation Agreement " be entered into and executed by said Village of Tinley Park, with said Annexation Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.
Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Annexation Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17th day of March, 2015, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Seaman, Hannon, Maher, Staunton, Leoni, Grady

NAYS: None

ABSENT: None

APPROVED this 17th day of March, 2015, by the President of the Village of Tinley Park.

ATTEST: ____________________________

Village Clerk

__________________________

Village President
ANNEXATION AGREEMENT – BICKFORD ASSISTED LIVING

INTRODUCTION

1. This Agreement is entered into this 27th day of April, 2015, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and NHI-BICKFORD RE, LLC, a Delaware limited liability company ("Developer").

2. Eby Realty Group, LLC entered into a purchase agreement to purchase the Subject Property (as defined below) and has assigned its rights to Developer.

3. The Property subject to this Agreement and legal title to which is vested in the Developer (excepting such portion as is dedicated to the public), is legally described as follows:

   THE NORTH 20 ACRES (EXCEPT THE WEST 50 FEET THEREOF)
   OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
   OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE
   THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 27-25-300-007-0000

The said property is hereinafter referred to as the "Subject Property".

4. The Subject Property is generally located at 17300 South on the east side of 80th Avenue with a street address of 17301 S. 80th Avenue. The Subject Property contains approximately 19.26 acres and is contiguous with the Village of Tinley Park.

5. The Subject Property is proposed to be divided by the Developer as delineated on EXHIBIT A (Preliminary Plat of Subdivision) attached hereto into two parcels with Proposed Lot 1 consisting of approximately 6.85 acres ("Proposed Lot 1") on which a proposed congregate elderly housing facility (as more specifically described below) is to be built under the R-6
Medium Density Residential District zoning classification of the Tinley Park Zoning Ordinance, and with Proposed Lot 2, consisting of the remaining approximately 12.41 acres of the Subject Property ("Proposed Lot 2") not being developed at this time and being automatically zoned upon annexation R-1 Single Family Residential District under the Tinley Park Zoning Ordinance.

6. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

**RECAPITALS:**

1. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that Proposed Lot 1 of the Subject Property be zoned and developed in the manner as set forth in this Agreement under the R-6 Medium-Family Residential District provisions of the Tinley Park Zoning Ordinance, and that it be granted a special use permit as a congregate elderly housing facility (the "Facility") with certain variations described below, and with Proposed Lot 2 to be zoned R-1 Single-Family Residential District upon its annexation but it is not to be developed at this time.

2. Developer has petitioned the Village for annexation to the Village of the Subject Property and for rezoning and classifying the Subject Property and granting of the special use permit and sign variations as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Developer requesting annexation of the above-described Subject Property and zoning of the
Subject Property and granting of a special use and variations to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, rezoning, special use and variations as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Adoption and execution of this Agreement by resolution;

(b) Enactment of an annexation ordinance annexing the Subject Property as described above to the Village;

(c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classifications of the Subject Property for purposes of zoning and the granting of a special use permit and variations pursuant to the terms and conditions of this Agreement;

(d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The Subject Property is not located within either a public library district or a fire protection district, and there are no roads adjacent to or on the Subject Property under the jurisdiction of a township.

6. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, will implement the comprehensive plan of the Village and will provide a very valuable asset to the community.
7. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

SECTION ONE: Annexation.

The Developer has filed a petition for annexation to the Village of the Subject Property legally described above pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 65 of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper resolution cause approval and execution of this Agreement and immediately after adoption and execution of this Agreement cause the Subject Property to be annexed to the Village. A plat of annexation of the Subject Property to be annexed is attached hereto as EXHIBIT B. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, Developer shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement and effectuate the annexation of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.
SECTION TWO: Zoning, Plan Approval, Design Standards, and Facility Operational Details.

A. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village cause the Proposed Lot 1 to be classified under the Zoning Ordinance of the Village as R-6 Medium-Density Residential District and the Village shall grant a special use permit for an Congregate elderly housing facility, together with certain variations, as more specifically described below. It is recognized by the parties hereto that the soil located on Proposed Lot 1 may include sections of soils unsuitable to sustain development thereon and soil borings and an engineering analysis are required to determine the suitability of Proposed Lot 1 for sustainable development and whether any special design requirements are needed. This analysis will be conducted by Developer at its expense and will include and not be limited to the building, utilities and pavement structure.

Upon its annexation to the Village, Proposed Lot 2 shall be automatically zoned R-1 Single Family Residential District under the Tinley Park Zoning Ordinance. There are no current development plans for Proposed Lot 2 and any future development must comply with a site plan to be submitted to and subject to the approval of the Village and further must comply with all applicable laws, rules, regulations and ordinances of the Village and any other governmental body having jurisdiction over all or any part of any future development. It is recognized by the parties hereto that the soil located on Proposed Lot 2 may not be able to
sustain development thereon, and no engineering analysis has been performed to determine the suitability of Proposed Lot 2 for any future development.

B. Proposed Lot 1 shall be developed substantially in accordance with the land plan/site plan appended hereto and incorporated herein as EXHIBIT C entitled “Preliminary Site Plan” prepared by Manhard Consulting, LTD and dated as of 10/27/14, as last revised on 1/9/15 or as may be subsequently amended and approved by the Village.

In addition to the remaining provisions of this Agreement, the following provisions shall apply to and govern the development of the Subject Property. To the extent of any conflict between the terms of these provisions and the terms of the Zoning Ordinance of the Village (as amended from time to time), the following provisions will govern such development of the Subject Property during the term of this Agreement:

1. There shall be a total of 60 beds in the Facility, with 44 beds for congregate elderly care and 16 beds for secured memory care.

2. Streetlights will be installed along 80th Avenue in accordance with Village standards.

3. A fire lane shall be constructed in accordance with final plans approved by the Village and its Fire Department. The north/south portion of the fire lane will be constructed of “grasscrete” or such other material as shall be approved by its Fire Department and the east/west portion shall be constructed of asphalt with a gravel shoulder or such other material as shall be approved by its Fire Department. Developer shall record an easement on the plat of subdivision granting the Village the right, but not the duty, to maintain and repair the fire lane and to charge the
Developer for its expenses for doing so and record a lien against the Subject Property if not promptly reimbursed.

C. Developer will be the Owner of the Subject Property and shall enter into an operating agreement under a long term lease with Bickford Master II, LLC ("Lessee"). Lessee shall sublease the Subject Property to a wholly owned subsidiary (the "Sublessee"). Sublessee shall enter into a management contract for a term of not less than 10 years with Bickford Senior Living, LLC (or a subsequently appointed replacement manager which shall be reasonably satisfactory to the Village), which shall be the day to day manager of the Facility. If any such replacement manager is proposed to be appointed then Developer or Sublessee shall so notify the Village which, in turn, shall decide in its reasonable discretion whether the proposed replacement manager is reasonably satisfactory to the Village.

D. The Village agrees that individual plats of portions of the Subject Property may be recorded in phases in the Office of the Recorder of Deeds of Cook County, Illinois. At the discretion of Developer, any future phase or combination of phases may be considered a separate subdivision(s), providing any such subdivision as proposed complies with all provisions of this Agreement and the Subdivision and Development Regulations Ordinance of the Village and further provided the Plan Commission of the Village has reviewed any such plat of subdivision, has recommended its approval to the Village Board as being in compliance with this Agreement and the applicable provisions of the Subdivision and Development Regulations Ordinance of the Village, and provided that the Village Board approves such plat as being in full compliance with the applicable provisions of this Agreement and the Subdivision and Development Regulations Ordinance of the Village.
SECTION THREE: Contributions.

Upon the issuance of each building permit, Developer shall make the following contributions, which are payable to the Village on behalf of the following:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Per Single Family Residence Or per dwelling unit</th>
<th>For congregate elderly housing facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Construction Fund</td>
<td>$1,200</td>
<td>$2,400</td>
</tr>
<tr>
<td>Sewer Construction Fund</td>
<td>$600</td>
<td>$1,200</td>
</tr>
<tr>
<td>Tinley Park Fire Department</td>
<td>$150</td>
<td>$1,500</td>
</tr>
<tr>
<td>Tinley Park Park District</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>High School District No. 230</td>
<td>$100</td>
<td>-$0-</td>
</tr>
<tr>
<td>Elementary School District No. 140</td>
<td>$3,800</td>
<td>-$0-</td>
</tr>
<tr>
<td>Tinley Park Board of Library Directors</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>E.S.D.A. Siren System</td>
<td>$15</td>
<td>$150</td>
</tr>
</tbody>
</table>

The contributions, easements and dedications required hereunder and in other provisions of this Agreement shall be the only contributions, easements and dedications required of the Developer hereunder in relation to the development of Proposed Lot 1 (only), provided, however, that all fees provided for in the codes and ordinances of the Village shall be required to be paid at the time such fees are otherwise required to be paid under the applicable ordinance provisions, including but not limited to fees pertaining to building permits, plat approval, engineering review and inspections, water and sewer connection fees, other inspection fees, certificates of occupancy and zoning permits, and reimbursement of Village expenses.
SECTION FOUR: Utility Recaptures and Contributions

A. In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversize sewer, water, central retention ponds, and other utilities or public improvements beyond their territory to serve other territories, and particularly, the Subject Property, and the policy of providing recapture for the construction of future central retention ponds, Developer shall pay to the Village all sums of money due to the Village or other developers who are entitled to recapture for extending and/or oversizing such utilities or public improvements, or for future public improvements, to serve the Subject Property in accordance with and limited to the schedule set forth below.

1. The following recaptures which include all interest, shall be paid upon passage and approval and execution of this Agreement:

<table>
<thead>
<tr>
<th>Recaptures</th>
<th>Total Amount Due*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift Station</td>
<td></td>
</tr>
<tr>
<td>171st and 80th ($666.86 per gross acre)</td>
<td>$12,843.72</td>
</tr>
<tr>
<td>Sewer Mains</td>
<td></td>
</tr>
<tr>
<td>80th Avenue Sewer ($556.32 per gross acre)</td>
<td>$10,714.72</td>
</tr>
<tr>
<td>Water Main</td>
<td></td>
</tr>
<tr>
<td>Village 12” Water Main ($65.00 per foot frontage)</td>
<td>$42,900.00</td>
</tr>
<tr>
<td>Roadways</td>
<td></td>
</tr>
<tr>
<td>80th Avenue ($75.00 per foot frontage)</td>
<td>$49,500.00</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT DUE ON ANNEXATION</strong></td>
<td><strong>$115,958.44</strong></td>
</tr>
</tbody>
</table>

*Includes applicable interest

No further Recaptures shall be due.
SECTION FIVE: Storm Water Retention/
Detention and Storm Sewers.

Storm Water runoff emanating from Proposed Lot 1 and Lot 2 of the Subject Property shall be retained or detained in accordance with a master detention system for the Proposed Lot 1 and Lot 2 to be constructed and installed by the Developer. The detention system for the Subject Property is identified as part of the Village’s Central Detention System as Pond G-1. The detention system shall include detention for lands upstream of the site that are tributary to the low lying areas of the Subject Property. These upland parcels were developed in the Village as Tinley Downes Estates (20 acres) and Tinley Downes Estates First Addition (16.3 acres) (collectively the “Off-Site Areas”). The developers for the Off-Site Areas contributed monies to the Village in an escrow account held by the Village for their prorata share of the construction of the central detention system (the “Escrow Account”). Those parcels were required to provide compensatory storage independently and that volume is not part of the central detention system. Thus, the Developer’s storm water detention plan will include provisions to include the detention volume required by the MWRDGC permits for the Off-Site Areas (collectively, the “Regional Pond”). It is noted that these parcels have a total acreage of 36.3 acres with a volume of detention of 3.2 acre-feet and a release rate of 3.39 cfs. The Developer will be entitled to a reimbursement for the costs of construction of the Regional Pond (including the cost of the land, but not including the cost of engineering) (the “Cost of Construction”) from the Escrow Account because of the inclusion of the Off-Site Areas in an amount equal to the lesser of 67% of said Cost of Construction or the amount in the Escrow Account. The Escrow Account has a current balance of approximately $337,000. The reimbursement to the Developer shall not exceed the amount in the Escrow Account. If there are excess funds in the Escrow Account after Developer
is reimbursed for 67% of the Cost of Construction of the Regional Pond, the Developer shall be entitled to reimbursement for additional storage that may be provided by Developer that will enhance the drainage for the watershed beyond the Off-Site Areas and the Subject Property up to but not exceeding the entire amount in the Escrow Account. Any such additional storage would be for public benefit only and shall not include any storage for any private properties other than the Subject Property and the Off-Site Areas. If the Developer, at the request of the Village, provides any such additional storage then Developer will be entitled to additional reimbursement at the rate set forth above, which reimbursement, along with the reimbursement for the storage for Proposed Lot 1, Proposed Lot 2 and the Off-Site Areas, shall not exceed the available amount in the Escrow Account. The Developer shall submit copies of the contractor’s sworn statement and contractor and subcontractors (if any) lien waivers to the Village for reimbursement requests. The final reimbursement shall be as determined by the Village Engineer pursuant to the terms of this Agreement and based on the actual Cost of Construction of the Regional Pond.

The design criteria, construction and maintenance of the storm sewers and detention system, including the Regional Pond, shall be in accordance with all standards of the Village in force on the date of installation of said improvements and also all standards of the Water Reclamation District of Chicago in effect at the time of installation of such improvements, and shall be completed by the Developer at its expense. Compensatory storage of any fill in the flood plain shall also be provided. It is noted that the Subject Property contains a depression and wetland and any such actions requiring permits from the U.S. Army Corps of Engineers are solely the responsibility of the Developer. Flood plain fill is required for all flood plain including both regulatory and non-regulatory. Such fill may be staged for the development of
each of the two Proposed Lots on the Subject Property. Easements to the Village for the storm water facilities shall be provided in a form and substance satisfactory to the Village.

The Developer must prepare a storm water management plan for the Regional Pond and development of the Proposed Lot 1, Proposed Lot 2 and the Off-Site Areas of Pond G-1 ("Phase 1") (if additional storm water management is to be staged for Proposed Lot 2 a separate storm water management plan must be prepared for said Proposed Lot 2 in the future) and such must be submitted to and approved by the Village prior to the approval of the development of Proposed Lot 1. Such plan must be in accordance with the standards set forth in the ordinances of the Village. The required storm water management facilities for each phase, if applicable, of development must be completed (except for final sodding) before any occupancy permits shall be issued for such phase. The Village recognizes that it may be most economical to build the detention system for both Phases during Phase 1.

Developer shall be required to construct such Regional Pond at its expense (subject to reimbursement of a portion of the cost as provided above) at the location(s) approved by the Village, such facilities to be constructed in accordance with the final engineering plans approved by the Village. Upon completion of landscaping of such Regional Pond detention facilities, such shall remain owned by Developer and shall thereafter be maintained by the Developer. Developer shall have the same completed, except for landscaping, prior to the issuance of any occupancy permit for any buildings on the Subject Property.

**SECTION SIX: Streets and Sidewalks.**

The Developer shall provide vehicular, pedestrian and emergency vehicle access to Proposed Lot 1 by a private street/access drive and easement in accordance with **EXHIBIT C.** Developer shall be responsible for keeping 80th Avenue free from construction debris and for
repair of damages to the street. For each day that the public street is not cleaned as required hereunder during construction, the Developer shall be subject to a fine of $250.00 each day. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

A public sidewalk must be installed along 80th Avenue for the full frontage of the Subject Property and shall be concrete and be a minimum of five (5) feet wide. It must connect with the existing sidewalks located to the north and south along 80th Avenue. All sidewalks must meet all crosswalk requirements and must comply with the Americans with Disabilities Act (ADA).

SECTION SEVEN: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service the Subject Property. All such water mains shall be constructed and installed in accordance with the Subdivision and Development Regulations Ordinance of the Village and final engineering plans approved by the Village. The water main shall be extended along the entire north boundary of the Subject Property and shall connect to the existing Village water main at the northeast corner of the Subject Property. Water tap fees required to be paid by Developer for Lot 1 shall be paid based upon the size of the water connection.

SECTION EIGHT: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Subdivision and Development Regulations Ordinance of the Village and final engineering plans approved by the Village. Sewer tap fees required to be paid by Developer for Lot 1 shall be based on the size of the sewer connection.
SECTION NINE: Street Dedications.

No street dedications are required.

SECTION TEN: Easements.

The Developer agrees at the time of final subdivision plat approval, or earlier if requested by the Village and if necessary to serve either Proposed Lot 1 or Proposed Lot 2 of the Subject Property, to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve the Subject Property. Also, Developer shall grant a blanket easement (or easement over a defined area acceptable to the Village Engineer) to the Village to have access to and the right, but not the duty, to maintain any storm water management facilities located on the Subject Property for storm water management purposes, even though the Developer is required to maintain such facilities for such purposes. Developer shall record an easement or other legally sufficient document in a form and substance approved by the Village and providing for the care and maintenance of said storm water management facilities, including the right of the Village, in its sole discretion and not implying any duty whatsoever, after 30 days notice to Developer and the right to cure unless an emergency exists requiring more immediate reaction, to go in and perform such maintenance work if necessary and to charge the Developer, or any subsequent individual property owners for the costs for the same, including the right to record a lien against the Subject Property if such costs are not paid. Notwithstanding the foregoing, any such easements need not be by separate grant but instead may, in the discretion of the Developer, be placed on the final plat of subdivision for the Subject Property, as approved by the Village Engineer.
All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Developer to obtain all off-site easements necessary to serve the Subject Property; provided, however, the Village agrees to assist, to the extent possible, the Developer in obtaining any such required (if any) off-site easements.

SECTION ELEVEN: Developmental Codes and Ordinances and General Matters.

Except as otherwise expressly provided for herein, the development of Proposed Lot 1 and Proposed Lot 2 of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development is issued. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time.

No occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of the required public and private improvements, except for the final surface course for the private street. Provided, however, the construction and installation of the public and private improvements to be done by Developer may be commenced at any time after Developer has delivered to Village an irrevocable letter of credit (the “Letter of Credit”), in the form customarily used by the Village and from a financial institution approved by the Village (Wells Fargo Bank, National Association is, acceptable at the time of execution of this Agreement) in the amount of 125% of the Developer’s Engineer’s estimate of the cost of
construction and installation of all such improvements as approved by the Village Engineer, or 110% of actual construction contract costs as approved by the Village Engineer, including all required lighting, streets and street lights, landscaping, sidewalks, street trees and sewer and water lines, as well as the cost of removing the concrete spills (as identified in Section 20 below). Said Letter of Credit may be drawn on by the Village in the event such construction and installation is not satisfactorily completed and approved by the Village, as provided herein and in said Letter of Credit. See also Section 20 regarding further provisions regarding the Letter of Credit.

SECTION TWELVE: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer’s option.

SECTION THIRTEEN: Impact Requirements.

Developer agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, and in particular the future residents of Proposed Lot 1 and Proposed Lot 2 of the Subject Property with access to and use of public utilities, streets, libraries, schools, parks and recreational facilities, fire protection, and emergency services. Developer further agrees that the recaptures, contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of Proposed Lot 1 of the Subject Property.
SECTION FOURTEEN: Disconnection.

Developer and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village for the entire term of this Agreement.

SECTION FIFTEEN: Subordination of Mortgage(s).

In the event there are any existing mortgages or other liens of record against the Subject Property, Developer shall obtain by appropriate document(s) a subordination of rights of such mortgagee and/or lienholder to the terms of this Agreement.

SECTION SIXTEEN: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land, and any amendment to this Agreement formally approved and executed by all parties hereto (or any successors) shall constitute a modification of such covenants to the extent of the express terms of any such amendment. Village agrees, at the request and cost of
Developer, to give an estoppel letter requested by a lender or purchaser regarding Developer’s compliance with all obligations, including monetary obligations, hereunder.

SECTION SEVENTEEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President
   Village Hall
   16250 South Oak Park Avenue
   Tinley Park, Illinois 60477

2. Village Clerk
   Village Hall
   16250 South Oak Park Avenue
   Tinley Park, Illinois 60477

3. Village Manager
   Village Hall
   16250 South Oak Park Avenue
   Tinley Park, Illinois 60477

4. Klein, Thorpe and Jenkins, Ltd.
   20 North Wacker Drive, Suite 1660
   Chicago, Illinois 60606
   Attention: Terrence M. Barnicle

For the Developer:

1. Eby Realty Group, LLC
   13795 S. Mur-Len Road
   Olathe, KS 66062
   Attn: Richard Eby

2. H3GM
   333 Commerce St.
   Suite 1500
   Nashville, TN 37201
   Attn: John Brittingham
or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION EIGHTEEN: Sign/Sign Variations.

After application is made to the Village's Zoning Administrator, and all required fees are paid, the Village will permit Developer to erect and maintain one sign for Proposed Lot 1, with such sign to be not more than six feet in height and no more than twenty-four square feet in sign face area, and Village shall grant by Ordinance, variations from the provisions of Section IX,D,4,a(1) of the Tinley Park Zoning Ordinance (maximum height) and Section IX,D,3,a (Sign Face Area) of the Tinley Park Zoning Ordinance to so allow such sign. The location of said sign upon Proposed Lot 1 shall be in accordance with the Village's Sign Ordinance and EXHIBIT C attached hereto and shall have such reasonable setback from streets and highways as the interest of safety may require.

SECTION NINETEEN: Landscaping.

Proposed Lot 1 shall be landscaped by Developer at its expense in full compliance with EXHIBIT D attached hereto and hereby made a part hereof. Thereafter Developer shall maintain such landscaping in order for it to remain in full compliance with the original landscape plan. Failure to do so by the Developer shall result in Developer being subject to such fines and other legal remedies provided for in the Village’s ordinances including code compliance and property maintenance provisions of said ordinances.

SECTION TWENTY: Permits and Letter of Credit.

The Developer shall not be entitled to obtain any building permits, nor any sign permits, unless and until the proper Letter of Credit as required in Section Eleven, or cash deposit has
been made to the Village in accordance with the Subdivision and Development Regulations Ordinance of the Village and this Agreement. The Letter of Credit or cash deposit shall specifically include an amount to cover the water mains, sewer mains, the cost of street trees, street lights and sidewalks and other improvements and facilities as required by the Subdivision and Development Regulations Ordinance and this Agreement.

Developer agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods approved by the Village. Also, Developer shall remove the concrete spill located near the existing horse barn. In addition, the Village, after providing Developer with 30 days advance written notice and right to cure, shall have the right to draw upon the Letter of Credit provided for in this Agreement to remove such concrete spill and/or to relocate or remove any dirt stock pile which results from the development should any such pile not be placed in an approved location or if the pile is causing a storm water drainage problem, or if it remains beyond the time period specified by the Village; provided, however, that the Village will not draw upon the Letter of Credit if Developer relocates or removes the concrete spill and/or stock piles as directed by the Village within 30 days notice after notice is given by the Village. The Village shall not draw on the Letter of Credit if any such removal is timely done by Developer to the reasonable satisfaction of the Village and the Village is immediately reimbursed by Developer for any costs and expenses incurred by the Village.
SECTION TWENTY-ONE: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Developer, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

1. the fees and costs incurred by the Village for engineering services; and
2. all attorneys' fees and costs incurred by the Village;
3. all landscape architect fees and costs incurred by the Village; and
4. miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its Manager, Developer from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional
documents relevant to determining such costs and expenses as designated from time to time by the Developer.

Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall
determine and include in its judgment against Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

SECTION TWENTY-TWO: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. That the Developer shall become the legal title holder and the owner of record of the Subject Property prior to Developer’s execution of this Agreement.

2. That the Developer proposes to develop Proposed Lot 1 of the Subject Property in the manner contemplated under this Agreement. That the Developer has no current plans for the development of Proposed Lot 2 of the Subject Property.

3. Other than the Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.

4. That Developer has provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

SECTION TWENTY-THREE: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of Proposed Lot 1 by Developer, Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer from any or all of such obligations. As to Proposed Lot 2, Developer shall be released from all
obligations relating to Proposed Lot 2 upon the sale of Proposed Lot 2 provided such obligations
do not arise until after the sale of Proposed Lot 2, and also Developer shall not be released for all
obligations arising as a result of the storm water requirements set forth in Section Five above.

SECTION TWENTY-FOUR: Developer's Risk.

It is understood and agreed that Developer is an experienced developer and is proceeding
with the development of the Subject Property at its sole risk and is assuming all responsibility
and liability in connection therewith. Even though the Village may issue certain permits and
make certain plan reviews and inspections, Developer agrees that Village is in no way assuming
any liability or risk in connection with the development including, but not limited to, any
structural defects caused either directly or indirectly and in whole or in part by the condition of
the soils on the Subject Property. Developer is relying solely on its own due diligence, including
engineering studies and reviews, soil borings (including the adequacy of the number of such
borings and their locations) and their experience in developing multiple such facilities in other
locations. Developer does hereby waive any rights or claims it may have against the Village in
relation to the development (including but not limited to any future sinking of the structures on
the Subject Property) and Developer does hereby covenant not to sue the Village for any such
possible claims or damages resulting therefrom.

SECTION TWENTY-FIVE: No Waiver or Relinquishment of
Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of
the terms covenants, agreements, and conditions herein contained, or any of them, upon any
other party imposed, shall not constitute or be construed as a waiver or relinquishment of any
party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION TWENTY-SIX: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY-SEVEN: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION TWENTY-EIGHT: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION TWENTY-NINE: Recording.

A Memorandum of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.

SECTION THIRTY: Authorization to Execute.

The Developer and the officers and members of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said Developer. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Developer and
Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

**SECTION THIRTY-ONE: Amendment.**

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

**SECTION THIRTY-TWO: Counterparts.**

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

**SECTION THIRTY-THREE: Curing Default.**

The parties to this Agreement shall at all times have a right to cure any default hereunder (which does not already contain an enumerated cure period) within thirty (30) days from written notice of such default.

**SECTION THIRTY-FOUR: Conflict Between the Text and Exhibits.**

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.
SECTION THIRTY-FIVE: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION THIRTY-SIX: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION THIRTY-SEVEN: Assignments as to Proposed Lot 1.

As to its obligations and the provisions set forth herein relating to Proposed Lot 1, the Developer shall not assign this Agreement (an “Assignment”) to any person or entity without the prior written consent of the Village, said consent not to be unreasonably withheld; provided, however, that the Developer may, without the requirement of any approval or consent by the Village, assign this Agreement and any rights to payment hereunder to a party which is a trustee or nominee for, or a parent or subsidiary of, or has common ownership with, the Developer. However, any such Assignment that is not subject to the prior consent of the Village may be made only after the Developer gives the Village written notice thereof. No such Assignment shall be effective, even if consented to by the Village, unless and until the Assignee acknowledges in writing to the Village that the obligations of the Village to the Developer or any Assignee hereunder are contingent upon certain conditions, covenants and/or the performance of certain obligations on the part of the Developer which such Assignee is willing to assume. Notwithstanding any such Assignment and/or assumption of responsibility, the Developer shall
remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

SECTION THIRTY-EIGHT: Execution of Agreement.

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ATTEST: 

By: 

Village Clerk

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: 

Village President

NHI-BICKFORD RE, LLC, a Delaware limited liability company

By: 

Its Secretary

ATTEST: 

By: 

Its 

By: 

Its
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Patrick Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27 day of April, 2015.

Commission expires 9/14/15.

[Signature]
Notary Public
AKCNOWLEDGMENTS

STATE OF Tennessee )
COUNTY OF Rutherford ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Justin Lowthers and Kristin S. Gaines, respectively the President and Secretary of NHI-Bickford RE, LLC, a Delaware limited liability company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, and that they appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 8th day of April, 2015.


Kimberly V. Quint
Notary Public
SURVEY PREPARED FOR

EDY REALTY GROUP
1379 S. MURRISON ROAD
OLATHE, KANSAS 66062

LEGAL DESCRIPITION

THE NORTH 20 ACRES EXCEPT THE WEST 50 FT

QUARTER IN THE SOUTH HALF OF THE

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COO

ANNEXED AREA

636,450 SQUARE FEET (16.266 ACRES)

THERE ARE HABITABLE STRUCTURES OR

ELECTORS ON THE PROPERTY

OWNER'S CERTIFICATE

STATE OF: 1

COUNTY OF: 1

THIS IS TO CERTIFY THAT IS THE OWNER OF

RECORD OF THE F OlMEN DESCRIBED PROPERTY AND THAT AS SUCH OWNER

HEREBY CONSENTS TO THE ANNEXATION OF SAID PROPERTY TO THE VILLAGE OF

TINLEY PARK, COOK COUNTY, ILLINOIS

DATED: 1

DAY OF: 1

A.D., 20-

BY:

NOTARY PUBLIC

STATE OF: 1

COUNTY OF: 1

NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE HEREBY CERTIFY THAT I WAS HEREAFTER PERSONALLY KNOWN TO BE TO

THE SAME TO WhOM I'VE SET THE VARIOUS MARKS TO THE FOREGOING

CERTIFICATE, APPEARED BEFORE ME AT THIS IN PERSON AND ACKNOWLEDGED THAT HE OR SHE TO BE TRUE AND DELIVER THIS INSTRUMENT AS A TRUE AND

FAITHFUL COPY FOR THE USES AND PURPOSES AFORESaid FOR

OATH UNDER MY HAND AND SEAL OF SAID THIS: 1

DAY OF: 1

A.D., 20-

NOTARY PUBLIC

SURVEYOR'S NOTE:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE

REVEALED BY A CURRENT TITLE REPORT.

2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT

HEREIN.
0PETITION REQUESTING ANNEXATION
TO THE VILLAGE OF TINLEY PARK, ILLINOIS

TO: THE VILLAGE CLERK, VILLAGE OF TINLEY PARK, ILLINOIS

The undersigned Petitioner, owner of record of all the land herein requested to be annexed, respectfully represents that all the conditions required for annexation to the Village of Tinley Park, pursuant to and in accordance with Chapter 65, Illinois Compiled Statutes, Act 5, Illinois Municipal Code, Article 7, Division 1, Section 8 (65 ILCS 5/7-1-8) do hereby exist, to wit:

1. That the territory requested to be annexed is described as follows (include tax identification number):

   The north 20 acres (except the west 50 feet thereof) of the southwest quarter of the southwest quarter of Section 25, Township 36 North, Range 12 East of the Third Principle Meridian in Cook County, Illinois

   Permanent Index Number (or PIN) is 27-25-300-007-0000

2. That the described territory is not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, a municipality organized and existing under the laws of the State of Illinois.

3. That an accurate Plat of Annexation showing the described territory is attached hereto and made a part of this Petition.

4. That this Petition is signed by the owner of record of all land in the described territory.

5. That there are no electors residing in the described territory.

WHEREFORE, your Petitioner respectfully requests the Corporate Authorities of the Village of Tinley Park to annex the above described territory to the Village of Tinley Park.

NHI-BICKFORD RE, LLC,
a Delaware limited liability company

By: [Signature]
J. Justin Hutchens
President
Date: 4/27/2015

I, J. Justin Hutchens, do hereby state under oath that I am the President of NHI-Bickford RE, LLC, the limited liability company which has signed the above and foregoing Petition for Annexation, that I am duly authorized to sign said Petition on behalf of NHI-Bickford RE, LLC, that I have read the same, and that the facts stated in such Petition are true and correct.

J. Justin Hutchens
President of NHI-Bickford RE, LLC
Date: 4/27/2015

Notary Signature: [Signature]
Notary Seal:
Date: 4-27-15

[Notary Public Seal]
PETITION REQUESTING ANNEXATION
TO THE VILLAGE OF TINLEY PARK, ILLINOIS

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a Delaware limited liability company

By: ____________________________

[Signature]

President

Date: 4-27-2015

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J. Justin Hutchens
President of NHI-Bickford RE, LLC
Date: 4-27-2015

Notary Signature: ____________________________

Notary Seal: ____________________________

[Notary Seal]

[Notary Signature]

[Notary Seal]
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President of NHI-Bickford RE, LLC
Date: 4/27/2015

Notary Signature:  

Notary Seal:

Date: 4/27/15