STATE OF ILLINOIS  
COUNTY OF COOK  
COUNTY OF WILL

CLERK'S CERTIFICATE

I, PATRICK E. REA, the duly elected and qualified 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-043

RESOLUTION AUTHORIZING A DEMOLITION/REIMBURSEMENT AGREEMENT WITH TINLEY PARK PLACE, LLC FOR THE PROPERTY LOCATED AT 6724 NORTH STREET

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of November, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of November, 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: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

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 3rd day of November, 2015.

[Signature]
Village Clerk
RESOLUTION NO. 2015-R-043

RESOLUTION AUTHORIZING A DEMOLITION/REIMBURSEMENT AGREEMENT WITH TINLEY PARK PLACE, LLC FOR THE PROPERTY LOCATED AT 6724 NORTH STREET

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Agreement with the Tinley Park Real Estate, LLC, a true and correct copy of such Demolition/Reimbursement Agreement being attached hereto and made a part hereof as EXHIBIT 1; 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 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said 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 on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 3rd day of November, 2015, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

APPROVED this 3rd day of November, 2015, by the President of the Village of Tinley Park.

ATTEST: 

[Signature]
Village Clerk

[Signature]
Village President
DEMOLITION/REIMBURSEMENT AGREEMENT
6724 NORTH STREET

This Demolition/Reimbursement Agreement (this "Demolition Agreement") is made and entered into as of the 3rd day of November, 2015 ("Agreement Date") by and between the Village of Tinley Park, Illinois, an Illinois municipal home rule corporation (the "Village"), and Tinley Park Real Estate Investors, LLC, an Illinois limited liability company, (the "Owner"). (The Village and the Owner are sometimes referred to individually as a "Party" and collectively as the "Parties.")

WHEREAS, Owner is the legal title holder/owner of the property with the street address of 6724 North Street (the "Subject Property") in Tinley Park, Illinois, the legal description of which is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the building on the Subject Property is not in compliance with Village codes and contain unsafe conditions, and therefore the Village has determined that it is in the best interests of the Village and its residents that said structure be demolished; and

WHEREAS, the Owner has received three bids for the demolition of the building on the Subject Property.

NOW, THEREFORE, in consideration of the foregoing premises, the following terms and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1: The Owner has asked for and received the following competitive bids for the demolition of the building located at 6724 North Street, from the following companies in the following amounts:

<table>
<thead>
<tr>
<th>Company</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dynamic Wrecking &amp; Excavation, Inc.</td>
<td>$15,500.00</td>
</tr>
<tr>
<td>Precise Construction &amp; Dismantlement Systems</td>
<td>$21,500.00</td>
</tr>
<tr>
<td>MJC Demolition, Inc.</td>
<td>$20,100.00</td>
</tr>
</tbody>
</table>

Owner shall provide Village with copies of all such bids and any related bid documents. The parties hereto hereby determine that Dynamic Wrecking & Excavation, Inc. is the lowest responsible bidder, with a total bid for demolition of the building on the Subject Property being in an amount of $15,500.00, a true
and correct copy of such bid being attached hereto as Exhibit B. Accordingly, Owner agrees to enter into a contract with Dynamic Wrecking and Excavation, Inc. in an amount not to exceed $15,500.00, providing for such demolition as more fully described in Exhibit B, and to obtain all applicable permits and approvals for the demolition; including all necessary approvals from Cook County and, if required, the Illinois Environmental Protection Agency.

SECTION 2: Owner shall be responsible to remove any equipment, materials, debris and structures that are not considered salvage by the demolition contractor on the Subject Property either before or immediately after all demolition is completed on the Subject Property. Owner further waives any rights it may have to any salvage on the Subject Property. All salvage shall become the property of the demolition contractor.

SECTION 3: Once all the work provided for in Sections 1 and 2 is completed to the reasonable satisfaction of the Village and the Owner, the Owner shall, weather permitting, proceed to provide and install top soil for the Subject Property and plant the same with seed. Such work, if prevented by weather at the time of completion of the work provided for in Sections 1 and 2, shall be completed thereafter as soon as weather permits.

SECTION 4: Once all the work provided for in Sections 1, 2 and 3 above (collectively the Project), is completed to the satisfaction of the Village, the Village shall reimburse the Owner, solely out of Net Incremental Property Taxes (as that term is defined in the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.)) received by the Village from the Main Street South Tax Increment Financing District of the Village (the “TIF District”) in the total amount of $15,500. It is understood that upon written direction by Owner to the Village, the Village may make any reimbursement payment jointly to the Owner and the demolition contractor, and Owner shall be responsible for endorsing the check to the demolition contractor and obtaining a full and final waiver of lien from the demolition contractor.

SECTION 5: In addition, prior to the Village reimbursing Owner for any amounts as provided for herein, the Owner shall record a lien in favor of the Village against the Subject Property in the amount to be reimbursed and in a recordable form approved by the Village Attorney. Such lien shall provide that if the Subject Property (or any portion of it) is sold the Village shall be fully reimbursed for amounts paid by it under the terms of this Demolition Agreement from the proceeds of any such sale. Upon receipt of any amounts received from the proceeds of the sale, the Village shall provide the Owner with a release of lien in recordable form in the amount of the proceeds actually paid to the Village.

SECTION 6: It is recognized that the Subject Property is part of the Village’s historical past. Accordingly, prior to any of the work provided for in
Sections 1 through 3 being commenced, the Owner shall allow the Tinley Park Historical Society to inspect the Subject Property and remove any items that the Society feels are of historical interest and/or value, and also document the Subject Property through photographs, videos, drawings or any other means of documenting local history in order to preserve a record of the Subject Property for future historical reference and research. The items that the Society may remove include not only personal property and “contents” remaining on the Subject Property, but shall also include any fixtures (such as windows, columns, railings, trim, doors, light fixtures, etc.). Owner shall provide the Society with at least 21 days notice prior to demolition being commenced and hereby agrees and authorizes the Society to take any and all action provided for in this Section 6. Notice to the Society shall be provided to Brad L. Bettenhausen in the manner provided in Section 9 and to the address of the Village provided for in Section 9. The Society shall complete its activities under this Section within the 21 day notice period.

SECTION 7: Owner shall obtain, or cause its contractors to obtain and maintain all necessary insurance to protect against any bodily injury or property damage claims that may arise, indirectly or directly, from any work (specifically including all asbestos related work) to be performed under the terms of this Demolition Agreement, with the Village to be named as an additional named insured under all such policies.

All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Owner or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor materially modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Owner, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Owner or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. All such policies shall contain such limits as approved by the Village.

SECTION 8: The Owner releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Subject Property
to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

Except for gross negligence or willful misconduct of the Indemnified Parties, the Owner agrees to indemnify the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Owner and the demolition contractor (or any other persons acting on its behalf or under its direction or control) under this Demolition Agreement, or the transaction contemplated hereby.

The Village makes no warranties or representations regarding, nor does it indemnify the Owner with respect to, the existence or nonexistence on or in the vicinity of the Subject Property or anywhere within the TIF District of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Subject Property or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Subject Property that would cause or contribute to causing (1) the Agreement to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Development Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §691 et. seq., or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Subject Property within the meaning of, or otherwise bring the Subject Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq., or any similar state law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Owner with respect to, the existence or nonexistence on or in the vicinity of the Subject Property or anywhere within the TIF District of any substances or conditions in or on the Subject Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.
The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Subject Property, or whether any above or underground tanks have been located under, in or about the Subject Property and have subsequently been removed or filled.

The Owner waives any claims against the Village, and its members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the land comprising the Subject Property.

SECTION 9: Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village President
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

With a copy to: Village Manager
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

And:
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Terrence M. Barnicle

If to Owner: Tinley Park Real Estate Investors, LLC
19148 S. 104th Avenue
Mokena, IL 60448
Attn: David J. Denler

With a copy to: Michael P. Fontana
10 S. Riverside Plaza - Suite 1830
Chicago, IL 60606

Michael Tuchman
Levenfeld & Pearlstein
2 North La Salle St. #1300
Chicago, IL 60602
The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

SECTION 10: Performance/Deadline: Time of the Essence. Time is of the essence of this Demolition Agreement. All work required in Sections 1 and 2 must be completed no later than September 1, 2015, or within 30 days after all permits are obtained for the work, whichever is later. All work required under Section 3 must be completed by October 1, 2015 or if prevented by weather, as soon thereafter as weather shall permit.

SECTION 11: Counterparts. This Demolition Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

SECTION 12: Severability. If any provision of this Demolition Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Demolition Agreement shall be construed as if such invalid part were never included herein, and this Demolition Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 13: Entire Contract and Amendments. This Demolition Agreement is the entire contract between the Village and Owner relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Owner, and may not be modified or amended except by a written instrument executed by the Parties hereto.

SECTION 14: Third Parties. Nothing in this Demolition Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Demolition Agreement on any other person other than the Village and Owner, nor is anything in this Demolition Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Owner, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Owner. This Demolition Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
SECTION 15: No Joint Venture, Agency or Partnership Created.
Nothing in this Demolition Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

SECTION 16: No Personal Liability of Officials of Village. No covenant or agreement contained in this Demolition Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, agent, employee or attorney of the Village, in his or her individual capacity, and no elected official, officer, agent, employee or attorney of the Village shall be liable personally under this Demolition Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Demolition Agreement, or any failure in that connection.

SECTION 17: The term of this Demolition Agreement shall commence as of the Agreement Date hereof and terminate when all work provided for herein is satisfactorily completed and all claims, if any, are satisfactorily resolved and/or any and all applicable statute of limitations periods have expired.

SECTION 18: The Acting Village President and Village Clerk of the Village shall affix their signatures last and the Agreement Date for this Demolition Agreement shall be the day on which this Agreement is so executed by the Acting Village President and Village Clerk pursuant to a duly enacted Village resolution authorizing the execution of and approval of this Demolition Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Demolition Agreement to be executed on or as of the day and year first above written.

Village of Tinley Park,
an Illinois municipal corporation

ATTEST:  
By:  
Village Clerk  
Date: November 3, 2015

By:  
Village President  
Date: November 3, 2015
ATTEST:
By:
Its: Manager/Member
Date: 12/1/15

OWNER:
By:
Its: Manager
Date: 12/1/15
Exhibit A
Legal Description

LOT 5 IN BLOCK 4 OF THE VILLAGE OF BREMEN (now Tinley Park) IN SECTIONS 30 & 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN 28-30-407-005
Exhibit B
Demolition Proposal
March 13, 2015

Mr. David Denler
19148 S. 104th
Mokena, Illinois 60448

DEMOLITION PROPOSAL

Re: 2 Story Frame structure at
6724 N. Street
Tinley Park, Illinois

Dynamic Wrecking & Excavation, Inc. is pleased to give you a proposal, and provide all supervision, labor, equipment, material, licenses, and insurance necessary to complete the Demolition of the building located at the above referenced site. The scope of work will comply with the following specifications, pursuant to which DYNAMIC will:

1. Demolish the above-captioned 2 Story Frame Structure, at 6724 N. Street Tinley Park, Illinois

2. Load, haul, and legally dispose of all building components and other material generated in the course of the subject demolition, in compliance with all local, state, and federal regulations.

3. Dynamic will demolish the frame structure down to grade level. Upon completion of the demolition scope of work, foundations, and footings will be removed below grade. We will then rough grade, and leave the site in a clean and safe condition.

4. Schedule work between the hours of 7:00 a.m. and 3:30 p.m. on a single shift basis 5 days a week. No overtime or weekend work is included in this proposal.

5. Pricing is based on a single mobilization in, and mobilization out.

6. There is a 10 day wait for Cook County Environmental Control notification.

EXCLUSIONS:

1. Handling, removal, or disposal of any asbestos-containing material (ACM), or hazardous waste remaining in the building. There will not be additional costs for the testing, and inspection of any ACM in the building. In the event ACM is present, Owner will be responsible for the additional cost to remove ACM prior to the commencement of Demolition.
Conditions and Clarifications:
1. Owner will transfer all rights, title, and interest in and to all ferrous and non-ferrous salvage, scrap, or brick generated as a result of the above-captioned demolition project.
2. Owner will need to sign and fully executed contract prior to commencement of work.
3. DYNAMIC will provide, erect, and maintain through the duration of the demolition project, all required OSHA-compliant Fencing, Dust Screen and any other safety or security devices necessary to protect DYNAMIC employees and any authorized 3rd party entrant from injury.
4. DYNAMIC will be authorized to use cutting torches, heavy equipment and machinery with pneumatic and/or hydraulic attachments to perform the Demolition work.
5. DYNAMIC will have exclusive control of the work area upon commencement of DYNAMIC's work.
6. Project delays caused by hidden conditions, unspecified hazardous materials or other trade scheduling conflicts will not result in additional costs to DYNAMIC.
7. DYNAMIC will be responsible for notifying all utility providers to disconnecting their equipment.

Pricing for Demolition:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost for demolition</td>
<td>$15,500.00</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$15,500.00</td>
</tr>
</tbody>
</table>

DYNAMIC will complete the above-described scope of work, for and in consideration of the amount of Fifteen Thousand Five Hundred Dollars ($15,500.00). Dynamic requests 50% or $7,750.00 as a down payment, which includes permit fees. Dynamic request balance upon completion of the Demolition, with no retention being held weather or not the Owner/Client has been paid by a third party vendor. Due to my current demolition schedule I will not be able to start on this project until late May 2015. Shall you have any questions do not hesitate to contact me.

THIS PROPOSAL IS GOOD FOR 60 DAYS

Respectfully Submitted by,

Rasheed H. Bonds
Dynamic Wrecking

cc: File
ACKNOWLEDGMENTS

State of Illinois  
}  
} SS  
Counties of Cook and Will  
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David Seaman, personally known to me to be the Acting Village 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 Acting Village President and Village Clerk, they signed and delivered the said instrument, pursuant to authority given by the Village 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 3rd day of November, 2015.

[Signature]
Notary Public
State of Illinois )

) SS
County of __________ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David Denler, personally known to me to be the Manager/Member of Tinley Park Real Estate Investors, LLC, and David Denler, personally known to me to be the Manager of said Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member and Manager, he signed and delivered the said instrument, pursuant to authority given by the Members of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ___ day of ___ Dec. ___________, 2015.

________________________
Notary Public