CLERK'S CERTIFICATE

I, PATRICK 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. 2016-R-011

RESOLUTION AUTHORIZING THE EXECUTION OF DEVELOPMENT AGREEMENT – HANUS 191ST STREET AND HARLEM AVENUE

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of May, 2016, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of May, 2016.

I further certify that the vote on the question of the adoption 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

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 May, 2016.

Village Clerk
RESOLUTION NO. 2016-R-011

RESOLUTION AUTHORIZING THE EXECUTION OF
DEVELOPMENT AGREEMENT –
HANUS 191ST STREET AND HARLEM AVENUE

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a certain Development Agreement (the “Agreement”) between the Village of Tinley Park (“Village”), and Webster Property Group, LLC., an Illinois limited liability company, a true and correct copy of which is 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 behalf of said Village of Tinley Park the aforesaid Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 3rd day of May, 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker

NAYS: None

ABSENT: None

APPROVED this 3rd day of May, 2016, by the President of the Village of Tinley Park.

[Signature]
Village President

[Signature]
Village Clerk
DEVELOPMENT AGREEMENT
HANUS 191ST STREET and HARLEM AVENUE

1. This Agreement entered into this 3rd day of May, 2016, by
and between the VILLAGE OF TINLEY PARK, ILLINOIS, a Municipal Corporation,
(hereinafter referred to as the "Village") and Webster Property Group, L.L.C., an Illinois limited
liability company, c/o National Shopping Plazas, Inc., 200 W. Madison Street-Suite 4200,
Chicago, Illinois 60606 (hereinafter referred to as "Developer").

2. The Property subject to this Agreement is legally described on EXHIBIT 1
attached hereto and hereby made a part hereof (hereinafter the "Subject Property").

3. The Subject Property is generally located on the west side of Harlem Avenue
immediately south of its intersection with 191st Street.

4. 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, Section 10 of Article VII of the Illinois Constitution and the statutes in such cases made
and provided.

RECATALS:

1. The parties hereto, being the Village and Developer, desire that the Subject
Property be developed in the manner as set forth in this Agreement for a retail development
under the B-3 General Business and Commercial District provisions of the Tinley Park Zoning
Ordinance.

2. Developer has petitioned the Village for rezoning of the Subject Property and
approval of the site plan for the Subject Property.
3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to development of the Subject Property, including zoning of the Subject Property 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 rezoning, including a hearing by the Plan Commission of the Village, 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 adoption of such ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. 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, be in implementation of the comprehensive plan of the Village, and will constitute a preservation of environmental values.

SECTION ONE: Zoning, Plan Approval and Design Standards.

A. Zoning/Development.

1. It is understood that the Developer has petitioned for and Village will contemplate causing, by proper ordinance, the Subject Property to be developed as shown on EXHIBIT 2 under the Zoning Ordinance of the Village as B-3 General Business and Commercial District.

2. If such ordinance referred to in Section One, A.1 above is passed by the Village, the Subject Property shall be developed by Developer substantially in accordance with the land
plan attached hereto and hereby made a part hereof as **EXHIBIT 2**, as the same may be revised by Developer and approved by the Village, which plan is entitled “Proposed Retail,” and dated August 18, 2015, as last revised on August 18, 2015, and approved by the Village, and which was prepared by KMA & Associates, Inc., Architects (hereinafter referred to as the “Site Plan”). The Developer agrees that the Subject Property shall be developed by Developer substantially in accordance with said Site Plan as approved by the Village, and in accordance with any modifications thereof made by Developer and approved by the Village.

3. It is understood that the Subject Property shall be landscaped in full compliance with a landscape plan prepared by David R. McCallum Associates, dated 8/18/15, which is attached hereto and hereby made a part hereof as **EXHIBIT 3**.

4. The Subject Property shall be developed in full compliance with all provisions of the Tinley Park Subdivision and Development Regulations Ordinance. In no event shall any plat of a portion or all of the Subject Property be recorded prior to the recording of this Agreement.

**SECTION TWO: Contributions.**

Prior to the issuance of a building permit for the building on the Subject Property, the applicant for the building permit shall make the following contributions, which are payable to the Village on behalf of the following:

- Water Construction Fund $ 300.00
- Sewer Construction Fund $ 100.00
- Tinley Park Volunteer Fire Department $ 150.00
- E.S.D.A. Siren System $ 15.00
SECTION THREE: 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 oversized 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 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 includes all interest, shall be paid prior to the issuance of the building permit for the Subject Property:

<table>
<thead>
<tr>
<th>Recapture</th>
<th>Total Amount Due*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 191st Street 16 inch watermain ($76.06 per frontage foot x 310 feet)</td>
<td>$23,578.60</td>
</tr>
<tr>
<td>2. 191st Street peripheral roadway fund ($65.00 per frontage foot x 310 feet)</td>
<td>$20,150.00</td>
</tr>
<tr>
<td>3. Brookside Glen Lift Station ($3,362.13 per acre x 1.96 acres)</td>
<td>$6,589.77</td>
</tr>
<tr>
<td>4. Brookside Glen Sanitary Trunk Sewers ($721.36 per acre x 1.96 acres)</td>
<td>$1,413.87</td>
</tr>
<tr>
<td>5. 191st Street Lighting (design engineering only) $584.24 per pole x 3 poles</td>
<td>$1,752.72</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT OF RECAPTURE DUE**

*Includes applicable interest

$53,484.96

SECTION FOUR: Storm Water Retention/Detention, Compensatory Storage and Storm Sewers.

Storm water run-off emanating from the Subject Property shall be retained on site in underground detention, and the compensatory storage for floodplain development shall be provided off site in central facilities known as the Storm Water Management Area located on adjacent property owned by Developer (or one of its affiliates as described on **EXHIBITS 4, 5, 6 and 7** described herein below ["Developer or Affiliates"]). All storm water detention for the
Subject Property shall be constructed by Developer on the Subject Property (with the detention for the adjacent property to be constructed separately on Developer's or Affiliates' adjacent property at the time of development of such adjacent property). All compensatory storage for the Subject Property shall be constructed by Developer or Affiliates offsite on the adjacent property owned by Developer or Affiliates (with the compensatory storage for Developer's Affiliates' adjacent property to be constructed separately on such adjacent property at the time of development of such adjacent property).

The design criteria, construction and maintenance for the storm sewers and storm water management facilities required in the final engineering plans approved by the Village Engineer shall meet all standards of the Village, Will County Storm Water Management and Federal Emergency Management Agency (FEMA) regulations currently in force as of the date of their construction and shall be completed by the Developer at its expense.

The ownership of, and duty to maintain, said storm water management facilities shall remain with the Developer or Affiliates.

It is recognized that the development will require elevation of the land to remove it from the regulatory floodplain. The Developer shall submit the necessary documents to FEMA for the Conditional Letter of Map Revision (LOMR) and same shall be approved prior to issuance of any building permit for any building to be built on the Subject Property. Upon completion of the building construction, the Final LOMR – Fill shall be submitted documenting the parcel removal from the floodplain. No building construction can begin prior to FEMA approval of the Conditional Letter of Map Revision.

Any such facilities which are to be located in a wetland or any excavation work which will disrupt the wetlands shall require a permit from the U.S. Army Corps of Engineers. No
work shall commence in any wetland until such time as any such permit is obtained. Developer shall also construct and install any other storm water retention or detention facilities required by any public body having applicable jurisdiction.

Developer shall record plats of easement in a form and substance approved by the Village and providing for the care and maintenance of all of said facilities, including the right of the Village, in its sole discretion and not implying any duty whatsoever, to go in and perform such maintenance work if necessary and to charge the applicable owner as shown on the applicable plat of easement for the costs for the same, including the right to record a lien against any land owned by such applicable owner if such costs are not paid, with said easements being in the form of EXHIBITS 4, 5, 6 and 7 attached hereto and hereby made a part hereof.

SECTION FIVE: Easements.

The Developer agrees to grant all necessary utility easements to serve the Subject Property as it is proposed to be developed, with the easements naming as grantee the Village and/or other appropriate entity designated by Village, for the extension of sewer, water, or other utilities, or for other improvements (including landscaping) which may serve not only the Subject Property, but other territories in the general area. Such easements shall include an easement covering all of the storm sewer detention facilities, including access thereto, as well as a drainage and utility easement. Such easements shall be granted at the time requested by the Village. In addition, pursuant to and as shown on the Plat of Easement for the Subject Property prepared by Manhard Consulting, Ltd. that is approved by the Village, a copy of which is attached hereto as EXHIBIT 8 and made a part hereof, and which shall be recorded upon execution of this Agreement and the granting of the necessary approvals by the Village pursuant to and in furtherance of the terms of this Agreement and the development of the Subject
Property, the Developer shall grant certain cross access or public ingress/egress easements as may be required and approved by the Village and included on the approved EXHIBIT 8. The plats of easement as approved by the Village will be recorded at Developer's expense in the office of the Will County Recorder of Deeds following the parties' entry into this Agreement. It shall be the responsibility of the Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION SIX: Developmental Codes and Ordinances and General Matters.

Except as otherwise provided in this Agreement, the development of the Subject Property and of each portion thereof shall be in accordance with the existing building, zoning, subdivision and development, storm water detention and other developmental codes and ordinances of the Village as they exist on the date the building permit for development of the Subject Property is issued. Planning and engineering designs and standards 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. The construction standards for all common driveways shall be as established in the preliminary engineering plans entitled "191" and Harlem Retail Development," and dated February 18, 2015, as last revised on July 16, 2015, and approved by the Village, and which were prepared by Manhard Consulting, Ltd., as such engineering plans may hereafter be modified as required by the Village or as modified by Developer and approved by the Village (such preliminary engineering plans, as they may be so modified and approved by the Village in the future are collectively hereinafter referred to as the "Final Engineering Plans").

SECTION SEVEN: Development Variations

Under Village codes and ordinances a maximum of one permanent curb cut is allowed for the Subject Property, as well as a maximum of one temporary curb cut, which temporary curb cut
must be eliminated when ingress and egress for Developer to the additional permanent curb cuts described below is established. The Village agrees that the planned curb cut on Harlem Avenue as shown on EXHIBIT 2 attached hereto is the permanent curb cut allowed for the Subject Property. Subject to Will County approval, the Village also hereby approves a temporary curb cut (right in, right out only) on 191st Street also as shown on EXHIBIT 2 and to allow such temporary curb cut to remain until the earlier of: (i) a permanent right in, right out only or full access curb cut and public ingress/egress is established to 191st Street to the west of the Subject Property that Developer is able to make use of and travel to; or (ii) a permanent full access curb cut and public ingress/egress is established to Harlem Avenue to the south of the Subject Property that Developer is able to make use of and travel to, also as shown on EXHIBIT 2.

Once Developer is able to make use of, and travel to, the future curb cuts for such permanent public ingress/egress either to 191st Street or permanent public ingress/egress to Harlem Avenue then Developer agrees (1) to eliminate all “right out” portions of the temporary curb cut on 191st Street, thus creating a “right in” driveway, all in a manner satisfactory to the Village and also in accordance with final engineering plans approved by the Village, (2) to demolish the portion of the driveway located in the ROW of 191st Street and to reconstruct the ROW in a manner satisfactory to, and in accordance with final engineering plans approved by the Village, and (3) to extend the existing drive aisles within the Subject Property from their locations in the parking lot to the planned locations for public cross access and ingress/egress in accordance with plans approved by the Village. Financial security in a form and amount acceptable to the Village shall be provided to ensure that all such work is completed when the temporary curb cut is eliminated.

SECTION EIGHT: Construction of Asphalt Paths/Sidewalks

The Developer is required to construct and install a ten feet wide asphalt path along the entire boundary of the Subject Property adjacent to Harlem Avenue, and also a ten feet wide asphalt path along the entire boundary of the Subject Property adjacent to 191st Street, all as depicted on EXHIBIT 2. Such asphalt paths shall be completed by Developer on or before completion of construction of the building(s) on the Subject Property. Such asphalt paths shall
be located and constructed in the dedicated rights-of-way and in accordance with the Final Engineering Plans approved by the Village.

SECTION NINE: Water Supply.

Developer shall be required to construct at its expense the necessary water main in the interior parking areas on the Subject Property from the existing Village water main located in the right-of-way of 191st Street and extending south to the south property line of the Subject Property in order to service the Subject Property in accordance with the Subdivision and Development Regulations Ordinance of the Village and the Final Engineering Plans approved by the Village, which water main extension need not be looped.

SECTION TEN: Sanitary Sewers and Treatment.

Developer shall be required to construct at its expense all necessary sanitary sewer mains to service the Subject Property in accordance with the Subdivision and Development Regulations Ordinance of the Village and the Final Engineering Plans approved by the Village.

SECTION ELEVEN: Utilities.

All new electricity, telephone, cable television and gas lines installed to service the Subject Property shall be installed underground, the location of which underground utilities shall be at the Developer’s option. The Village agrees that Developer shall not be obligated to bury or be responsible for the cost of burial of the existing above ground utility lines and improvements located on or about the Subject Property.

SECTION TWELVE: 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 term of twenty (20) years from the date of this Agreement.

This Agreement shall be recorded in the office of the Recorder of Deeds of Will County, Illinois, at Developer's expense.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, granting of easements to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

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

For the Developer:

1. Webster Property Group, L.L.C.
   c/o National Shopping Plazas, Inc.
   200 W. Madison St. – Suite 4200
2. John B. Murphey  
Rosenthal, Murphey, Coblentz and Donahue  
30 N. La Salle St.-Suite 1624  
Chicago, IL 60602  
or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION FOURTEEN: 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 has been made to the Village in accordance with the Subdivision and Development Regulations Ordinance of the Village.

The letter of credit shall specifically include an amount to cover the water and sanitary sewer mains, all stormwater detention and management facilities, the cost of street trees, street lights and the asphalt paths as required by the Subdivision and Development Regulations Ordinance and this Agreement. At such time as all work is completed and the only work remaining to be secured is the 191st Street curb cut closure work described in Section Seven, Developer may, at its option, substitute a cash bond for the letter of credit.

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 as approved by the Village. In addition, the Village, after providing Developer with 30 days advance written notice, shall have the right to either be reimbursed in full for all costs incurred by the Village or to draw upon the letter of credit provided for in this Agreement to relocate or remove any dirt stock pile which results from the development should it not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it remain 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 stock piles as directed by
the Village within the 30 day notice period.

SECTION FIFTEEN: Reimbursement of Village for Legal
and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Developer concurrently with adoption of this Agreement by the Village shall
reimburse the Village for the following expenses of outside contractors and professionals
incurred in the preparation and review of the Site Plan, the Final Engineering Plans and this
Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to
the Subject Property:

(1) the costs incurred by the Village for engineering services; and
(2) the costs incurred by the Village for landscape architect services; and
(3) all attorneys’ fees incurred by the Village; and
(4) miscellaneous out-of-pocket Village expenses, such as legal publication costs,
recording fees and copying expense.

B. From and After Effective Date of Agreement.

Upon demand by Village made by and through its Manager, Developer from time to time
shall promptly reimburse Village for all enumerated expenses and costs incurred by Village in
the administration of the Agreement, including and not 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 agree-
ments 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 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 the 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, 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 the 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 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 SIXTEEN: Disconnectio.

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 SEVENTEEN: 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 right of such mortgagee and/or lienholder to the terms of this Agreement. In the event that the Developer (or any future owner and/or developer) hereafter obtains a mortgage or other loan of money secured by the Subject Property, the rights of such mortgagee or lender shall be subordinate to the terms and conditions of this Agreement.

SECTION EIGHTEEN: Warranties and Representations.

The Developer represents and warrants to the Village that the Developer is the owner of the Subject Property, and that other than the entities and persons hereinbefore described on page 1 of this Agreement, no other entity or person has any interest in the Subject Property or its
development as herein proposed and that Developer has provided the legal description of the
Subject Property set forth in this Agreement and that said legal description is accurate and
correct. The Developer further represents that the Developer intends and proposes to develop the
Subject Property in the manner provided in this Agreement.

SECTION NINETEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, the 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. Nothing herein shall be construed to limit any such future conveyances.

SECTION TWENTY: 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-ONE: 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 or this Agreement, 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-TWO: Singular and Plural.

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

SECTION TWENTY-THREE: 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-FOUR: Recording.

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

SECTION TWENTY-FIVE: Authorization to Execute.

The officer of Developer executing this Agreement warrants that he has been lawfully authorized by the Managing Member of Developer to execute this Agreement on behalf of said Developer and is lawfully authorized to execute this Agreement on Developer’s behalf. The Acting 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, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-SIX: 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 to writing and signed by them.

SECTION TWENTY-SEVEN: Counterparts.

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

SECTION TWENTY-EIGHT: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, subject to extension if the cure cannot be reasonably effected within thirty (30) days and the party at fault proceeds diligently to effect such cure at the earliest practicable time.

SECTION TWENTY-NINE: 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: 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-ONE: 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-TWO: Execution of Agreement.

This Agreement shall be signed last by the Village and the President 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, 
a Municipal Corporation

By: Village President

WEBSTER PROPERTY GROUP, L.L.C. 
an Illinois limited liability company

By: Its George D. Harris
ACKNOWLEDGMENTS

STATE OF ILLINOIS )
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David G. Seaman, personally known to me to be the President of the Village of Tinley Park, and Patrick E. 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 and caused the corporate seal of said municipal corporation to be affixed thereto, 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 1st day of MAY, 2016.

[Signature]
Notary Public
STATE OF ILLINOIS  

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named George D. Hanes, President of Webster Property Group, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 18th day of May, 2016.

[Signature]

Notary Public

[Stamp]
EXHIBIT 1

Legal Description of the Subject Property

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, IN TOWNSHIP 35 NORTH, AND IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF CIRCLE OF 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED TO THE COUNTY OF WILL FOR HIGHWAY PURPOSES BY DEED DATED AUGUST 5, 1971 AS DOCUMENT NUMBER R71-32454, ALL IN WILL COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 390.00 FEET TO THE WEST LINE OF THE EAST 390.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 08 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 104.56 FEET (104.90 FEET PER DOCUMENT R71-32454) TO THE SOUTHERLY LINE OF DEDICATION AS SHOWN IN DOCUMENT R71-32454 AND THE POINT OF BEGINNING; THENCE THE FOLLOWING COURSE ALONG SAID SOUTHERLY LINE OF DEDICATION; SOUTHEASTERLY ALONG A NON-TANGENT ARC HAVING A RADIUS OF 1178.916 FEET, AN ARC LENGTH OF 314.39 FEET (314.65 FEET PER DOCUMENT R71-32454) AND A CHORD BEARING OF SOUTH 81 DEGREES 37 MINUTES 14
SECONDS EAST TO THE WEST LINE OF THE EAST 80.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 08 MINUTES 25 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 8.88 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 52 SECONDS WEST, A DISTANCE OF 62.77 FEET TO A TANGENT ARC; THENCE WESTERLY ALONG AN ARC HAVING A RADIUS OF 6620.00 FEET, AN ARC LENGTH OF 247.29 FEET, AND A CHORD BEARING OF NORTH 89 DEGREES 04 MINUTES 56 SECONDS WEST, TO THE WEST LINE OF THE EAST 390.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 50.76 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Property Address: Southwest corner of Harlem Avenue and 191st Street, Tinley Park, IL

PIN: 09-12-200-012
EXHIBIT 2

Site Plan
EXHIBIT 3

Landscape Plan
PROPOSED RETAIL DEVELOPMENT

LANDSCAPE DETAILS

<table>
<thead>
<tr>
<th>Description</th>
<th>Dimension</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pathway</td>
<td>5 ft</td>
<td>Center</td>
</tr>
<tr>
<td>Tree Plant</td>
<td>6 ft</td>
<td>Right</td>
</tr>
<tr>
<td>Bench</td>
<td>2 ft</td>
<td>Left</td>
</tr>
</tbody>
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EXHIBIT #3
EXHIBIT 4-7

Compensatory Storage Easement Plats
EXHIBIT 8

Plat of Easement