

**PAMPHLET**  
**FRONT OF PAMPHLET**

**ORDINANCE NO. 2017-O-016**

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT**  
**BETWEEN THE VILLAGE OF TINLEY PARK AND**  
**BANGING GAVEL PROPERTIES, LLC**

Published in pamphlet form this 3<sup>rd</sup> day of April, 2017, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By: 

Village Clerk

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

**CLERK'S CERTIFICATE**

I, PATRICK E. REA, the duly appointed, 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 Ordinance now on file in my office, entitled:

**ORDINANCE NO. 2017-O-016**

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK AND  
BANGING GAVEL PROPERTIES, LLC**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3<sup>rd</sup> day of April, 2017, at which meeting a quorum was present, and approved by the President of Tinley Park on the 3<sup>rd</sup> day of April, 2017.

I further certify that the vote on the question of the passage of the said Ordinance 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 the vote was as follows, to wit:

**AYES:** Maher, Vandenberg, Younker, Suggs

**NAYS:** None

**ABSENT:** Grady, Pannitto

I do further certify that the original Ordinance, 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 3<sup>rd</sup> day of April, 2017.

By: 

Village Clerk

**ORDINANCE NO. 2017-O-016**

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK AND  
BANGING GAVEL PROPERTIES, LLC**

**WHEREAS**, the Village of Tinley Park (the “Village”) is a home rule municipality and pursuant to the Illinois Constitution, Article VII, Section 6, has certain powers which it is exercising; and

**WHEREAS**, Banging Gavel Properties, LLC (the “Banging Gavel”) is the contract purchaser and intends to redevelop certain property located at 17400 Oak Park Avenue, which currently sits the historic Vogt building (the “Subject Property”); and

**WHEREAS**, in recognition of Banging Gavel’s purchase and commitment to redevelop the subject property the Village has agreed to provide certain economic incentives as more fully set forth in the Economic Incentive Agreement attached hereto and made a part hereof (“the Agreement”); and

**NOW, THEREFORE**, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, as follows:

**SECTION ONE:** The above recital are incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION TWO:** In accordance with 65 ILCS 5/11-8-20 the President and Board of Trustees specifically find that (a) the Subject Property has remained significantly underutilized for a period of at least one year; (b) that the Project is expected to create and retain job opportunities in the Village; (c) the Project will serve to further the development of adjacent areas; (d) that without this Agreement, the Project would not be possible; (d) that without this Agreement, the Project would not be possible; (e) the Banging Gavel meets the high standards of creditworthiness and financial strength as demonstrated by equity investment of not less than 10% of the Project Costs; (f) that the Project will strengthen the commercial sector of the Village; (g) that the Project will enhance the tax base of the Village; and (h) that this Agreement is made in the best interest of the Village and its residents

**SECTION THREE:** The President and Board of Trustees hereby approve the Economic Incentive Agreement in substantial form as the copy Attached hereto as Exhibit 1 subject to review and revision as to form by the Village Attorney.

**SECTION FOUR:** Publication. The Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

**SECTION FIVE:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED** this 3<sup>rd</sup> day of April, 2017, by the Corporate Authorities of the Village of Tinley Park  
on a roll call vote as follows:

**AYES:** Maher, Vandenberg, Younker, Suggs


**NAYS:** None

**ABSENT:** Grady, Pannitto

**APPROVED** this 3<sup>rd</sup> day of April, 2017, by the President of the Village of Tinley Park.

ATTEST:

By:

  
Village Clerk

By:

  
Village President

ECONOMIC INCENTIVE AGREEMENT

by and between

THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS

and

BANGING GAVEL PROPERTIES, LLC

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this 3rd day of ~~March~~ 2017, by and between the Village of Tinley Park, an Illinois municipal corporation (the "Village"), and Banging Gavel Properties, LLC ("BGB").

PREAMBLE

WHEREAS, the Village is an Illinois municipal home rule corporation created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (hereinafter referred to as the "Act"), to finance the redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, BGB proposes to redevelop property, also known as the Vogt Building, located at the southwest corner of Oak Park Avenue and Hickory Street, 6811 Hickory Street (and also known by address 17400 Oak Park Avenue), Tinley Park, IL, legally described on Exhibit A, (hereinafter referred to as the “Subject Property”), which property is approximately 28,683 SF inclusive of the historic Vogt building; and

WHEREAS, this Agreement not only relates to the proposed redevelopment of the historic three-story Vogt building which is approximately 8,000 SF and is included as part of the “pub parcel” identified and legally described on Exhibit B measuring approximately 10, 193 SF but also relates to the land acquisition by the Village of two (2) parcels which total approximately 18,490 SF and are identified and legally described on Exhibit C comprised of: Parcel – 1 parking area on the west and south side of the building measuring approximately 14, 353 SF; and Parcel – 2 the public plaza area at the northeast corner of the property which is approximately 4,137 SF (hereinafter referred to as the “Public Parcels”); and

WHEREAS, the Village authorized the preparation of a report, entitled “Tinley Park Main Street South Expanded Redevelopment Plan and Project”, prepared jointly by the Village of Tinley Park, Illinois and Ehlers, Inc. and dated December 2006 concerning the redevelopment of the Expanded Main Street South Redevelopment Plan and Project area. The Redevelopment Plan was adopted March 27, 2007; and

WHEREAS, pursuant to proper notice, the Village conducted a public hearing, as required by 65 ILCS 5/11-74.4-6(e), with respect to the redevelopment plan and project for the Expanded Main Street South Tax Increment Financing District at a meeting of the President and Board of Trustees (hereinafter referred to as the “Corporate Authorities”) held on March 6, 2007; and

WHEREAS, to stimulate and induce redevelopment in the TIF District pursuant to the Act, the Village has adopted the following ordinances, pursuant to proper notice and after conducting the public hearings required by law (hereinafter referred to as the “Enabling Ordinances”);

- a. Ordinance Number 2006-O-002 adopted January 2, 2007, calling for a public hearing and a Joint Review Board meeting to consider the expansion of the redevelopment project area for the Main Street South Tax Increment Financing District and an amended redevelopment plan and project for the Main Street South Tax Increment Financing District in relation thereto.
- b. Ordinance Number 2007-O-014 adopted March 27, 2007, designating the Main Street South Tax Increment Expanded Redevelopment Project Area.
- c. Ordinance Number 2007-O-015 adopted March 27, 2007, approving the tax increment redevelopment project area and redevelopment plan and project for the Expanded Main Street South TIF District).
- d. Ordinance Number 2007-O-016 adopted March 27, 2007, adopting tax increment financing.

WHEREAS, the Corporate Authorities have concluded that the Subject Property remains qualified as a “redevelopment project area” under Section 11-74.4-3 of the TIF Act as of the date hereof; and

WHEREAS, the Subject Property was placed on the National Register of Historic Places in 1988. The building was converted from residential to office uses in 1992. BGB desires to purchase, remodel, preserve and restore the Subject Property into a brewery and restaurant which will feature a brewery in the basement, a bar and restaurant on the first floor, a kitchen and

private party room on the second floor and an apartment and office on the third floor. BGB desires to renovate the Subject Property in order to feature a brewery and restaurant to the area; and

WHEREAS, to purchase and remodel the Subject Property, BGB must make certain improvements to both the interior and exterior of the building including but not limited to an extensive excavation and plumbing for the brewery, a wide ramp and wide door entry-way into the basement, and bringing the exterior into code compliance without sacrificing the historic nature of the building design but also preserving the intricate detail woodwork and the structure of the building and maintain its registration on the National Register of Historic Places; and

WHEREAS, BGB's brewery and restaurant will employ up to 26 employees at its brewery and restaurant; and

WHEREAS, the Corporate Authorities believe it would be in the best interest of the Village that the Subject Property be rehabilitated and converted in order to enhance the tax base of the Village, the profitability and marketability of neighboring businesses, preserve and restore one of the few landmark buildings in the Village and add to the welfare, prosperity and image of the Village and its residents; and

WHEREAS, in order to stimulate and induce BGB to undertake the Redevelopment Project, the Village has determined that it is in the best interest of the Village and the health, safety, and welfare of its residents for the Village to provide some assistance and to reimburse BGB for eligible costs incurred in connection with the Redevelopment Project, conditioned upon the terms hereinafter set forth; and

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**Section 1. Incorporation of Preamble.**

All of the recitals contained in the Preamble to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

**Section 2. The Redevelopment Project.**

**2.1 Zoning.** The Subject Property which is located in the Downtown Core Zoning District as set forth and created by adoption of the 2011 Legacy Code. BGB intends on purchasing the Subject Property and remodeling the historic Vogt Building into a brewery and restaurant. Such use requires the approval of a Special Use Permit and BGB shall file all necessary petitions in order to commence the required hearing for the granting of a Special Use. In addition, BGB must submit for approval a Plat of Subdivision which provides for the subdivision of the Subject Property into three (3) parcels as depicted in Exhibits B & C. In order to open the brewery and restaurant, BGB must be issued a Certificate of Occupancy and Liquor License. The estimated cost of the Redevelopment Project is between \$4,150,000 and \$4,500,000. The completion of the Redevelopment Project would not reasonably be anticipated without the incentives contemplated in this Agreement. The Redevelopment Project will be carried out in accordance with this Agreement and the Expanded Main Street South TIF District “redevelopment plan.”

**2.2 Public Parcels.** Upon purchasing Subject Property, and approval of the Plat of Subdivision, BGB shall deed the Public Parcels as depicted and legally described on Exhibit C (18,490 SF) to the Village for a public plaza and public parking areas. Based on Village appraisals, the purchase of the public parcels were assigned a value of approximately \$8/SF. The total purchase price of the Public Parcels shall not exceed one hundred and fifty thousand dollars (\$150,000).

**2.3 Development.** Within three (3) months after satisfaction of the condition precedent as set forth in Section 4, BGB agrees to apply for all necessary permits and approvals, including final engineering and construction approvals, from all governmental agencies having applicable jurisdiction as may be required to actually commence construction of the Project. Upon receipt of all required approvals, including approval of the Final Plans, Final Plat and permits for the Project from the Village and any other federal, state, regional or county agencies having applicable jurisdiction, BGB shall commence construction of the Project within three (3) months, weather permitting. If the Project has not been commenced within twelve (12) months after the last approval or permit is received, all such permits, approvals, variances and waivers for the Property and Project shall be immediately revoked and of no further force and effect (subject to the notice and curia provisions in this Agreement). BGB shall have the right to apply for a three (3) month extension of the time in which BGB shall have to commence construction pursuant to this Agreement or any permits issued by the Village if market conditions render commencement of such construction economically infeasible. The Village shall not unreasonably withhold approval of such an extension.

### **Section 3. Village Covenants and Agreements**

**3.1 TIF Reimbursement** Subject to the terms, conditions and restrictions of this Agreement and the Act, the Village shall pay to or on behalf of BGB, its successors, assigns, transferees or designees solely from the incremental revenues available at the time of the request in the TIF Fund up to a maximum of Four Hundred and Fifty Thousand (\$450,000) Dollars (the "TIF Incentive Amount") solely to reimburse BGB for Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law and pursuant to the procedures set forth in Section 3.2 below (it being understood that the Village is in no way guarantying that

there will be sufficient Incremental Property Taxes to pay the full Incentive Amount), all in accordance with the provisions of Section 3.2.

### **3.2 Reimbursement Procedures.**

- (a) The Village shall authorize the reimbursement of eligible Redevelopment Project Costs to BGB, or directly, to BGB's subcontractors of, or reimbursement to the Village of, solely from the existing fund balance in the TIF District Fund as determined by the Village in its sole discretion under this Section 3.2 in accordance with the terms of this Agreement, upon satisfaction of the following conditions:
  - (i) BGB has submitted to the Village's Treasurer a disbursement request on a form reasonably acceptable to the Village with respect to such portions.
  - (ii) BGB is not in default under this Agreement after expiration of all applicable cure periods.
  - (iii) Village has previously inspected and approved the Eligible Improvements.
- (b) As a prerequisite to the making of payments to BGB, BGB must certify to the Village the following:
  - (i) BGB (or its successor or assign, if applicable) is duly organized and validly existing.
  - (ii) BGB has the right, power and authority to submit the request for payment and to perform its obligations under the Agreement.
  - (iii) No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default under the Agreement or under any financing agreement related to the Project or under any construction contract for the Project exists and remains un-remedied.
  - (iv) The requested disbursement is for Redevelopment Project Costs which are qualified for payment under this Agreement and applicable law.

- (v) None of the items for which payment is requested has been the basis for a previous payment.
  - (vi) No payment is due and owing (or has already been paid) from BGB to its construction manager, contractor, subcontractor or material supplier or others.
  - (vii) BGB has obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and as applicable to reconstruct, complete and operate the Improvements.
  - (viii) BGB is in substantial compliance with its material covenants under this Agreement and has satisfied any other preconditions to disbursement.
  - (ix) That no uncontested lien other than a mortgage or mortgages exists against the Property.
  - (x) That BGB has certified the work for which payment is sought has been completed.
- (c) As a prerequisite to any payments by the Village and to assist in the Village's consideration, BGB must provide to the Village:
- (i) Good and sufficient (partial or full) waivers of liens with respect to the payment requested.
  - (ii) Proof in a form reasonably acceptable to the Village, such as a contractor's sworn statement and architect's certification, that BGB is or was obligated to make the payments for which reimbursement is sought.
  - (iii) Such information as is reasonably necessary for the Village to determine that reimbursement is being sought for a Redevelopment Project Cost and is otherwise due and payable hereunder.
  - (v) A request for disbursement ("Request for Disbursement") on a form acceptable to the Village.
  - (iv) All certificates required above.
- (d) Notwithstanding subparagraph (b) above, it is understood and acknowledged by the Parties that the entire Project shall be fully completed prior to any TIF reimbursement and a Certificate of Occupancy has been issued.
- (e) BGB shall, upon request by the Village, provide the Village with all documentation required to evidence the cost of the Eligible Improvements. Such

records to include, but not be limited to, all contracts with general contractors and all subcontractors, contractors sworn affidavits, lien waivers, copies of checks and any other documentation specified by the Village and/or in the possession of BGB. The Village may, at BGB's cost, require an audit of all evidence of the cost of Eligible Improvements such audit to be performed by an auditor selected by the Village in its sole discretion.

- (f) It is understood that the Incentive Amount, is the maximum amount the Village will be required to reimburse BGB. If the cost of the Eligible Improvements (taken as a whole) are less than the Incentive Amount, the lesser amount is the maximum amount BGB will be entitled to be reimbursed hereunder. If the cost of the Eligible Improvements exceeds the Incentive Amount, BGB still shall be entitled to only receive a maximum amount of Four Hundred and Fifty Thousand dollars (\$450,000).
- (g) It is understood that the Village is not required to issue any tax increment financing revenue bonds, Village or Developer investment notes, or any other financing device of any kind to pay the Incentive Amount.

### **3.3 Sales Tax Incentive.**

- (a) The parties hereto acknowledge and BGB represents and warrants that it requires economic assistance from the Village in order to redevelop and renovate the Subject Property as it is a historic building. Without the economic assistance, the Redevelopment Project as contemplated would not be economically viable
- (b) For purposes of this Agreement, the use of the terms "sales tax" and "sales tax revenue" shall be construed to refer to that net portion of taxes imposed by the State of Illinois for distribution to the Village pursuant to the Retailer's Occupation Tax Act and the Service Occupation Tax Act. The sales tax will be collected from BGB by the State of Illinois and in turn, the State will distribute to Village all revenue derived from such taxes.

If a governmental or legislative body enacts any law or statute which results in material changes or amendments to the foregoing sales tax provisions that

prohibit the Village from complying with this Agreement or which adversely affects the Village's ability to comply herewith, then the Village, at its sole discretion, will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein. One example of a specific initiative that may have such an impact is the Streamlined Sales Tax Initiative which is set forth in Section 12 herein.

- (c) If a governmental or legislative body enacts any law or statute which results in material changes or amendments to the foregoing sales tax provisions that prohibit the Village from complying with this Agreement or which adversely affect the Village's ability to comply herewith, then the Village, at its sole discretion, will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein.
- (d) It is specifically understood that the terms "sales tax" and "sales tax revenue" as used herein does not refer to nor include the home rule municipal retailers occupation tax and home rule service occupation tax imposed by the Village by Ordinance Number 2014-O-001 adopted on March 4, 2014, and as may be amended from time to time, pursuant to 65 ILCS 5/8-11-1- and 8-11-5 and the home rule powers of the Village, nor any revenues received by the Village from the imposition of such taxes.
- (e) In the event that all terms and conditions set forth in this Agreement are satisfactorily met by BGB, the Village hereby agrees to pay BGB a sum not to exceed TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000), by annual installment payments over a maximum of a ten (10) year period as follows,

subject to the following conditions and restrictions: Each amount will be due and payable solely from the proceeds of sales tax revenue received by the Village from the Subject Property computed as follows:

- i. It is acknowledged and understood by and between the parties hereto that the Village receives sales tax revenue monthly from the Illinois Department of Revenue ("IDOR"), and that the taxes generated by sales in any one month are distributed to the Village approximately three (3) months later (e.g. taxes collected by sales in March are generally received in mid to late June). In addition, however, it is further acknowledged and understood that the Illinois Department of Revenue ("IDOR") only reports and releases sales tax information showing sales taxes received from specific locations on a tri-annual (not monthly) basis under an active Reciprocal Agreement according to the following schedule:

The tri-annual reporting cycles will cover the following months based on when the sales taxes were originally generated (IDOR refers to this as the Liability Month):

- 1<sup>st</sup> trimester – August, September, October, November – reported in February
- 2<sup>nd</sup> trimester – December, January, February, March – reported in June
- 3<sup>rd</sup> trimester – April, May, June – reported in October

- ii. The initial payment year (hereinafter referred to as the "Initial Incentive Year") shall be that twelve (12) month period commencing on the first day of the full month that follows the month in which the Redevelopment Project is completed as evidenced by the business being opened and receiving customers (each subsequent 12-month period is hereinafter referred to as "Subsequent Incentive Year").
- iii. The incentive base for the Initial Incentive Year and for each Subsequent Incentive Year shall be six thousand dollars (\$6,000) (hereinafter referred to as the "Incentive Base"). For the Initial Incentive Year and for each of the following nine (9) Subsequent Incentive Years, the Village shall be entitled to all sales tax revenue received from the Subject Property, attributable to the Initial Incentive Year or the individual Subsequent Incentive Years, up to the Incentive Base. For all sales tax revenue in excess of the Incentive Base received in the Initial Incentive Year and the individuals Subsequent Incentive Years, BGB shall be entitled to fifty percent (50%) of the sales tax revenue received in excess of the Incentive Base, with the Village retaining the remaining fifty-five percent (50%) of the excess over the Incentive Base

received in any one payment year. The payments remitted to BGB that accrue during the Initial Incentive Year shall hereinafter be referred to as the "Initial Payment." Payments are remitted to BGB that accrue during the Individual Subsequent Incentive Years shall hereinafter be referred to as "Subsequent Payments."

- iv. Contingent upon the IDOR quarterly reporting cycles set forth above the Initial Payment shall be made not later than the first day of the fourth month after the end of the Initial Incentive Year or within thirty (30) days of receipt by the Village of the actual revenue for such Initial Incentive Year, whichever is later. Payments, if any, shall be made annually, contingent upon the IDOR reporting cycles, for the following nine (9) Subsequent Incentive Years not later than the fourth month after the end of the respective Subsequent Incentive Year or within thirty (30) days of receipt of the actual revenue for each such year, whichever is later. However, BGB shall not be entitled to receive any such sales tax revenues (incentive payments) once BGB has received the sum total of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) under the provision of this Agreement. If BGB has not received the total sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) under this Agreement after receipt of the incentive payment for the last Subsequent Incentive Year hereunder, or by the end of the applicable ten (10) year period, the annual installment payments to be made to BGB hereunder nevertheless shall cease, since there is no guarantee being made to BGB that it shall receive the full TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) hereunder.
- (f) In the event that at any time BGB owes any reimbursements, fines and/or fees to the Village which are overdue, the Village shall have the right to deduct any such amounts from any payment due from the Village to BGB under this Section and this Agreement.
- (g) This Agreement and the incentives and inducements set forth herein shall only apply to the taxable sales incentives of BGB brew house and restaurant on the Subject Property.

**Section 4      Conditions Precedent to Undertakings on Part of the Village**

All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions by BGB on or before the date initial payment of any incentive contemplated by this Agreement:

- (a) BGB shall have obtained final approvals for construction of the Project including but not limited to approval by both the Village Plan Commission and Village Board of all necessary zoning relief.

**Section 5      Incentives Not a General Obligation of the Village**

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE FINANCIAL INCENTIVES OFFERED BY THE VILLAGE SHALL NOT BE DEEMED GENERAL OBLIGATIONS OF THE VILLAGE AND SHALL ONLY BE PAYABLE FROM FUNDS SPECIFICALLY IDENTIFIED IN SECTIONS 2 AND 3 OF THIS AGREEMENT

**Section 6.      Real Estate Conveyances**

At or before the time any permit is issued by the Village for construction of the Project, BGB will execute any and all necessary documents to convey cross parking and cross-access easements at such locations as approved by the Village. BGB shall provide a Title Commitment and full ALTA survey for and shall remove any objections to Title made by the Village prior to the Village's Acceptance of the Public Parcels.

**Section 7.      BGB's Representations and Warranties**

**7.1      Requirement of Economic Assistance.** BGB hereby represents and warrants that the Project requires economic assistance from the Village in order to commence and complete

the Project and, but for the economic assistance to be given by the Village as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.

**7.2 Compliance with Law.** BGB hereby represents and warrants that at all times it shall comply with all applicable local zoning ordinances and regulations, all building and fire code regulations and all other applicable Village ordinances, resolutions and/or regulations. BGB hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois, the County of Cook and the United States of America, and any and all agencies or subdivisions thereof. BGB also represents and warrants that it shall comply with all applicable Village ordinances concerning unlawful employment practices and consumer protection.

**7.3 No Defaults.** BGB represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not default or permit a continuing default under any document or agreement relating to the Project or the financing and development of the Project, including but not limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, a default under which would have a material adverse effect on the sales tax revenue generated thereby to the Village.

**7.4 Standing.** BGB hereby represents and warrants that it is an Illinois limited liability company in good standing under the laws of the State of Illinois.

**7.5 Total Cost of Project** BGB hereby represents and warrants that, as of the date of this Agreement, the cost of Project is anticipated to be at least four million, one hundred and fifty-seven thousand, three hundred and fifty dollars (\$4,157,350).

**Section 8.     Representations and Warranties of the Village**

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

**8.1     Organization and Authority.** The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

**8.2     Authorization.** The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

**8.3     Litigation.** To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

**Section 9.     Term.**

Unless earlier terminated pursuant to Section 16, the term of this Agreement shall commence on the date of execution and end at the first to occur of: (a) rebate recoverage over \$250,000 or (b) the completion of the ten (10) year contract period of operation.

**Section 10. No liability of Village to Others for BGB's Expenses.**

The Village shall have no obligation to pay costs of the Redevelopment Project or to make any payments to any person other than BGB, or its successors or assigns (subject to Section 8 below), nor shall the Village be obligated to pay any contractor, subcontractor, mechanic or materialman providing services or materials to BGB for the Redevelopment Project.

**Section 11. Time; Force Majeure.**

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failures due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accident casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

**Section 12. Streamlined Sales Tax Initiative**

It is expressly acknowledged and understood by the parties hereto that the payments to the Company by the Village are based on the current sales tax laws of Illinois which place the incidence of the sales tax on the location where the seller's place of acceptance or point of sale operations are located (as interpreted by the Illinois Supreme Court). It is further acknowledged that the Illinois General Assembly has in the past considered the Streamlined Sales Tax Initiative in Illinois which would shift the incidence of sales tax on shipped and delivered items from the location of the seller's point of sale operations to the location where the item is shipped and delivered. It is further understood and agreed that if the Streamlined Sales Tax Initiative is ever adopted by the State of Illinois, or any other legislation or administrative rules are adopted and by reason thereof the Village received no sales tax revenue from the Subject Property, then and in that event the Village shall be relieved from all obligations to make payments to the Company under this Agreement and specifically Paragraph 3 hereof. However, to the extent that, even under the Streamlined Sales Tax Initiative, the Village receives Sales Tax revenue from the Company's Business operations at the Subject Property during the Term of this Agreement, the Village shall continue to comply with its payment obligations under Section 3 as to such Sales Tax revenues actually received from Company's Business operations on the Subject Property under the same terms and conditions as provided in Section 3.

**Section 13. Assignment.**

BGB may not assign this Agreement without the prior written consent of the Village, which approval shall not be unreasonably withheld.

**Section 14. Indemnification.**

BGB shall indemnify and hold harmless the Village, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and

expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from failure of BGB, or any contractor, subcontractor, agent or employee thereof (so long as such contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by BGB; or from any negligence or reckless or willful misconduct of BGBs or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by BGB). BGB shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the Village, its agents, officers, officials, or employees in any such action, BGB shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees, or contractors.

**Section 15. Waiver.**

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

**Section 16. Severability.**

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement, or the application of same to

Parties or circumstances other those to which it is held invalid or unenforceable, shall not be affected thereby.

**Section 17. Notices.**

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

With a copy to BGB:  
Banging Gavel Properties, LLC  
Attn: James G. Richert, Manager  
10723 W. 159<sup>th</sup> Street  
Orland Park, IL 60467

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

With a copy to:  
Patrick Connelly, Village Attorney  
Peterson, Johnson & Murray  
200 W. Adams, Suite 2125  
Chicago, Illinois 60602

**Section 18. Successors in Interest.**

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

**Section 19. No Joint Venture, Agency, or Partnership Created.**

Neither anything in this Agreement nor any acts 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 20. No Discrimination – Construction.**

BGB, or its successors or assigns, agrees that with respect to the Redevelopment Project it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. BGB shall take affirmative action to require that all employees be treated during employment, without regard to their race, creed, color, religion, sex or national origin by any business operated on the Subject Property. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BGB agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this non-discrimination clause.

**Section 21. Remedies – Liability.**

(a) If, in the Village's judgment, BGB is in material default of this Agreement, the Village shall provide BGB with a written statement indicating any failure on BGB's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village may not exercise any remedies against BGB in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing for the same, so long as BGB diligently proceeds with such cure; if such default is

cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If BGB materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph (a) above have expired, the Village shall terminate this Agreement and shall have the right to specifically enforce all applicable ordinances, and laws of the Village and the State of Illinois.

(c) If prior to completion of the Redevelopment Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against BGB; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare BGB insolvent or unable to pay BGBs' debts; or BGB makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for BGB or for the major part of the BGBs property; the Village may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws. In order to terminate this Agreement for any reason described in this subsection (c), the Village's sole obligation shall be to record a Certificate of Default with the Cook County Recorder's Office, executed by the Village President or a Village designee, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall ipso facto automatically become null and void and have no further force and effect.

(d) If, in BGBs' judgment, the Village is in material default of this Agreement, BGB shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. BGB may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by BGB in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) It is hereby agreed by BGB that, no recourse of any claim under or upon any obligation contained in this Agreement shall be had against the Village, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the Village pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different

times, of any other rights or remedies for the same default or for any other default by the other party.

**Section 22. Amendment.**

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the Village approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Redevelopment Project.

**Section 23. Remittance upon Vacancy**

**23.1. Vacancy Event.** Any incentive-based compensation or other amounts paid to BGB pursuant to any and all agreements or arrangements with the Village will be subject to remittance back to the Village upon the on occurrence of "Vacancy Event". For Purposes of this Section a Vacancy Event shall be defined as the non-occupancy of the Subject Property for a continuous and uninterrupted period of six (6) months at any point during the Term of this Agreement after certificate of occupancy is granted. A Vacancy Event shall qualify as a Default under Section 23.2 of this Agreement

**23.2 Percentage of Remittance of Incentives to Village**

In the event of a Vacancy Event and a failure to cure in accordance with Section 23.1, then BGB shall, in addition to any other remedies to the Village provided hereunder, remit to the Village all reimbursement payments BGB has received to date in accordance with the following schedule:

Year	Percentage of Reimbursement Payments
------	--------------------------------------

	Received to be Returned to the Village
2-4	100%
5-8	70%
9-10	50%

**Section 24. Right of First Refusal to Purchase Subject Property and/or Public Parcels**

If the Village desires to sell the Subject Property and/or public parcels, the Village agrees to grant BGB the exclusive and irrevocable right of first refusal and the first option to purchase the Subject Property and/or Public Parcels. The right of first refusal is limited to the ten (10) year period contract terms of this Agreement.

**Section 25. Video Gaming Prohibited**

The parties agree video gaming will be prohibited on the Subject Property for the term of this agreement. No electronic video game machines, which accept cash, electronic cards or vouchers, or any combination thereof, will be made available to the patrons of the establishment to play or stimulate the playing of a video game, including but not limited to video slots, poker, line up and blackjack.

**Section 26. Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Tinley Park, Illinois.

Village of Tinley Park, Cook County,  
an Illinois municipal corporation

By: [Signature]  
Village President

Date: 4/3/2017, 2017

ATTEST:

By: [Signature]  
Village Clerk

Date: 4/3/2017, 2017

Banging Gavel Properties, LLC,  
an Illinois Limited Liability Company

By: [Signature]  
Its: Managing Member

Date: 4/4, 2017

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

Village of Tinley Park, Cook County,  
an Illinois municipal corporation

By:   
Village President

Date: 4/3/2017, 2017

ATTEST:

By:   
Village Clerk

Date: 4/3/2017, 2017

Banging Gavel Properties, LLC,  
an Illinois Limited Liability Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

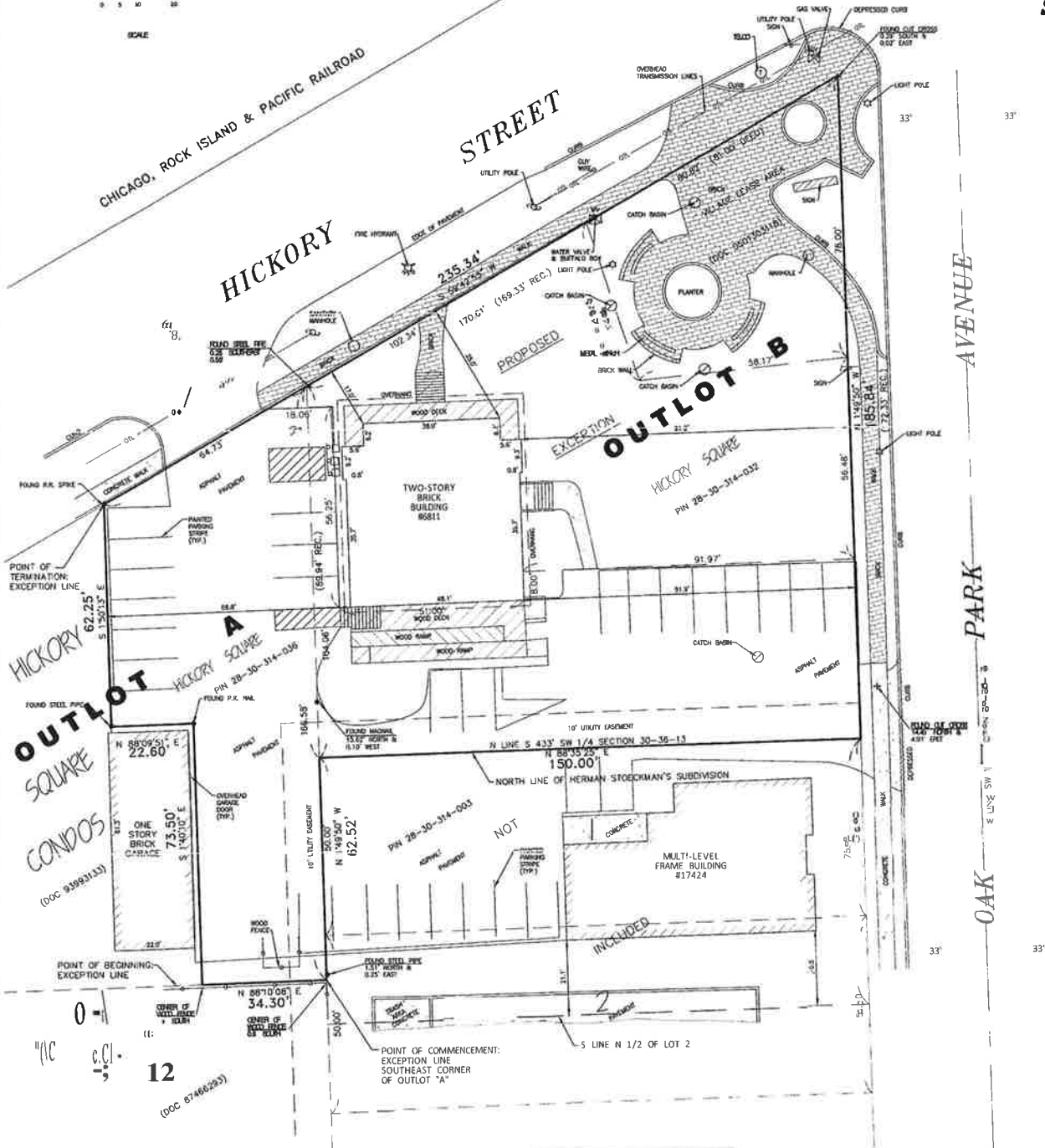
Date: \_\_\_\_\_, 2017

# PLAT OF SURVEY

EXHIBIT A

**SOUTH STREET**

OUTLOTS "A" AND "B" IN HICKORY SQUARE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1987 AS DOCUMENT 87437606, EXCEPT THAT PART OF SAID OUTLOT A LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT A, THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT A, 34.30 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 73.50 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 22.60 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 62.25 FEET TO THE NORTHERLY LINE OF SAID OUTLOT A, AND THERE TERMINATING, IN COOK COUNTY, ILLINOIS.



PREPARED FOR:  
JAMES G. RICHERT

PREPARED BY:

**LANDMARK**  
ENGINEERING LLC  
2600 W. 103RD STREET  
P.O. BOX 1529  
P.O. BOX 1529  
P.O. BOX 1529

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MEASUREMENTS OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

NOTES  
SUBJECT PROPERTY MAY BE ENCUMBERED BY DECLARATION OF CROSS ACCESS EASEMENT FOR INGRESS, EGRESS AND PARKING AND UTILITIES PER DEC. 99349143.

SUBJECT PROPERTY AREA  
28,683 SQ. FT. (more or less)



FIELD WORK COMPLETED: 1/18/17  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY  
DATED: 2/27/17

*Richard P. Urchell*

RICHARD P. URCELL, I.P.S. No. 3183  
LICENSE RENEWAL DATE: NOVEMBER 30, 2018  
SURVEY No. 17-01-024-PROP

**174TH PLACE**

# PLAT OF SURVEY

EXHIBIT B

THAT PART OF OUTLOTS "A" AND "B" IN HICKORY SQUARE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1987, AS DOCUMENT 87437656, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT "B"; THENCE SOUTH 1°49'51" EAST, ALONG THE EAST LINE OF SAID OUTLOT "B", 79.00 FEET TO A POINT OF BEGINNING, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE VILLAGE OF TINLEY PARK LEASED PREMISES DESCRIBED IN EXHIBIT A TO RESOLUTION RECORDED JANUARY 13, 2005, AS DOCUMENT 0501303118; THENCE CONTINUING SOUTH 1°49'51" EAST, ALONG THE EAST LINE OF SAID OUTLOT "B", 56.48 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88°09'24" WEST, ALONG SAID PARALLEL LINE, 91.97 FEET, MORE OR LESS, TO A POINT ON AN EAST WALL OF SAID BUILDING, 8.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BUILDING, AS MEASURED ALONG SAID EAST WALL; THENCE SOUTH 1°50'36" EAST, ALONG SAID EAST WALL, 8.00 FEET TO SAID SOUTHEAST CORNER; THENCE SOUTH 88°09'24" WEST, ALONG SAID SOUTH WALL AND THE WESTERLY EXTENSION THEREOF, 51.00 FEET; THENCE NORTH 1°50'38" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 56.25 FEET; THENCE SOUTH 88°09'24" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 18.06 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST LINE OF AFORESAID OUTLOT "A"; THENCE NORTH 59°42'55" EAST, ALONG SAID NORTHWEST LINE OF OUTLOT "A" AND THE NORTHWEST LINE OF AFORESAID OUTLOT "B", 102.34 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AFORESAID LEASED PREMISES; THENCE SOUTH 18°03'06" EAST, ALONG THE WEST LINE OF SAID LEASED PREMISES, 46.73 FEET, MORE OR LESS, TO SOUTHWEST CORNER OF SAID LEASED PREMISES; THENCE NORTH 83°51'05" EAST, ALONG THE SOUTH LINE OF SAID LEASED PREMISES, 58.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 10,193 SQUARE FEET, MORE OR LESS, THEREIN.

**SOUTH STREET**

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD

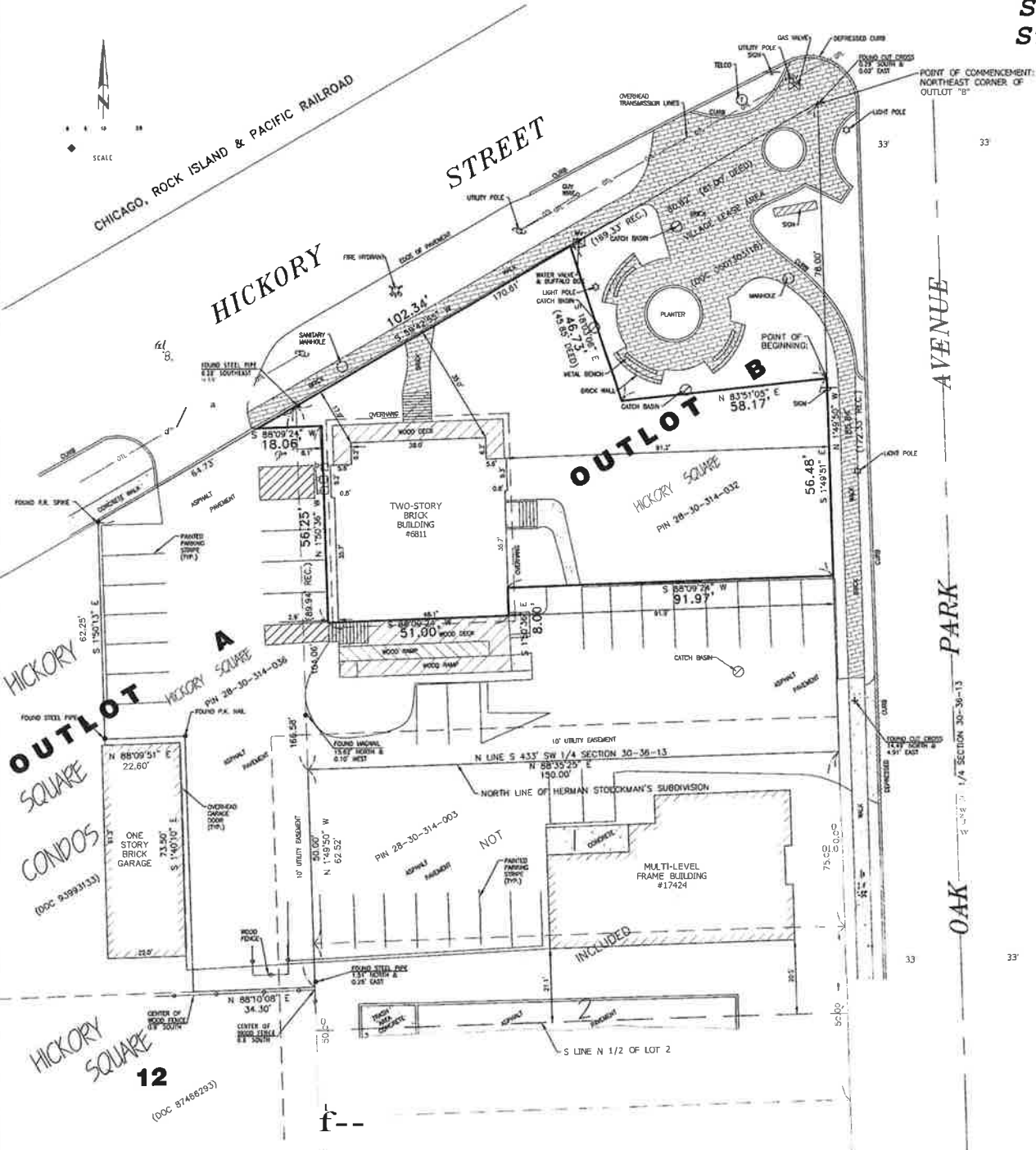
**HICKORY STREET**

**PARK AVENUE**

**PARK AVENUE**

**OAK STREET**

**174TH PLACE**



PREPARED FOR:  
JAMES G. RICHERT

PREPARED BY:

**LANDMARK**  
ENGINEERING LLC  
DESIGN AND REGISTRATION NO. 111-005577  
7808 W. 109TH STREET  
PULASKI, ILLINOIS 62455-1129  
Phone (708) 648-3737

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE AND NO CONVEYANCES, EASEMENTS OR INTERESTS SHOULD BE ASSUMED FROM SCALING. FIELD MEASUREMENTS OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

## NOTES

SUBJECT PROPERTY MAY BE ENCUMBERED BY DECLARATION OF CROSS ACCESS EASEMENT FOR INGRESS, EGRESS AND PARKING AND UTILITIES PER DOCC 99349143.

## PUB. PARCEL AREA

PUB. PARCEL: 10,193 SQUARE FEET (more or less)  
TOTAL SUBJECT PROPERTY: 28,683 SQUARE FEET (more or less)



FIELD WORK COMPLETED: 1/18/17

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATE: 2/27/17

*Richard P. Urchell*

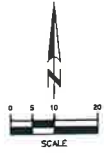
RICHARD P. URCELL, I.P.S., No. 3183  
LICENSE RENEWAL DATE: NOVEMBER 30, 2018  
SURVEY No. 17-01-024-PUB

# PLAT OF SURVEY

EXHIBIT C

OUTLOTS "A" AND "B" IN HICKORY SQUARE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1987, AS DOCUMENT 87437604, EXCEPTING THOSE PARTS OF SAID LOTS DESCRIBED AS FOLLOWS: THAT PART OF SAID OUTLOT "A" LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT "A", THENCE NORTH 89°59'30" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT "A", 34.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°00'00" EAST 73.50 FEET; THENCE NORTH 90°00'00" WEST 22.60 FEET; THENCE NORTH 0°00'00" EAST 82.25 FEET TO THE NORTHERLY LINE OF SAID OUTLOT "A", AND THERE TERMINATING, ALSO EXCEPTING THAT PART OF AFORESAID OUTLOTS "A" AND "B" DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT "B", THENCE SOUTH 1°49'51" EAST, ALONG THE EAST LINE OF SAID OUTLOT "B", 79.00 FEET TO A POINT OF BEGINNING, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE VILLAGE OF DUNLEY PARK LEASED PREMISES DESCRIBED IN EXHIBIT A TO A RESOLUTION RECORDED JANUARY 13, 2005, AS DOCUMENT 0501303118; THENCE CONTINUING SOUTH 1°49'51" EAST, ALONG THE EAST LINE OF SAID OUTLOT "B", 56.48 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88°09'24" WEST, ALONG SAID PARALLEL LINE, 91.97 FEET, MORE OR LESS, TO A POINT ON AN EAST WALL OF SAID BUILDING, 8.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BUILDING, AS MEASURED ALONG SAID EAST WALL; THENCE SOUTH 1°50'36" EAST, ALONG SAID EAST WALL, 8.00 FEET TO SAID SOUTHEAST CORNER; THENCE SOUTH 88°09'24" WEST, ALONG SAID SOUTH WALL AND THE WESTERLY EXTENSION THEREOF, 51.00 FEET; THENCE NORTH 1°50'36" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 56.25 FEET; THENCE SOUTH 88°09'24" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 18.06 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST LINE OF AFORESAID OUTLOT "A"; THENCE NORTH 83°51'05" EAST, ALONG SAID NORTHWEST LINE OF OUTLOT "A" AND THE NORTHWEST LINE OF AFORESAID OUTLOT "B", 102.34 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AFORESAID LEASED PREMISES; THENCE SOUTH 18°03'06" EAST, ALONG THE WEST LINE OF SAID LEASED PREMISES, 46.73 FEET, MORE OR LESS, TO SOUTHWEST CORNER OF SAID LEASED PREMISES; THENCE NORTH 83°51'05" EAST, ALONG THE SOUTH LINE OF SAID LEASED PREMISES, 58.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 10,193 SQUARE FEET, MORE OR LESS, THEREIN.

SOUTH STREET



CHICAGO, ROCK ISLAND & PACIFIC RAILROAD

HICKORY STREET

PARCEL 2

OUTLOT B

PARCEL 1

OUTLOT A

HICKORY SQUARE CONDOS

HICKORY SQUARE 12

PREPARED FOR:  
JAMES G. RICHERT

PREPARED BY:

**LANDMARK**  
ENGINEERING LLC  
DESIGN (P.E.) REGISTRATION NO. 184-029577  
7800 N. 103RD STREET  
PALOS HILLS, ILLINOIS 60465-1520  
Phone (708) 598-3737

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

## NOTES

SUBJECT PROPERTY MAY BE ENCUMBERED BY DECLARATION OF CROSS ACCESS EASEMENT FOR INGRESS, EGRESS AND PARKING AND UTILITIES PER DOC 96349143

## VILLAGE PARCEL AREA

VILLAGE LEASED PREMISES: 4,137 SQUARE FEET (more or less)  
VILLAGE PARCEL SOUTH: 14,353 SQUARE FEET (more or less)  
TOTAL VILLAGE PARCEL: 18,490 SQUARE FEET (more or less)



FIELD WORK COMPLETED: 1/18/17

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATE: 2/27/17

*Richard P. Urchell*

RICHARD P. URCELL, I.P.L.S. No. 3183  
LICENSE RENEWAL DATE: NOVEMBER 30, 2018  
SURVEY No. 17-Q1-024-VILLAGE

174TH PLACE

AVENUE PARK OAK

**PAMPHLET**

**BACK OF PAMPHLET**

**ORDINANCE NO. 2017-O-016**

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT**  
**BETWEEN THE VILLAGE OF TINLEY PARK AND**  
**BANGING GAVEL PROPERTIES, LLC**

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park,  
Cook and Will Counties, Illinois