

RESOLUTION NO. 2003-R-018

**RESOLUTION AUTHORIZING A TIF RELOCATION AGREEMENT -
CHIROPRACTIC HEALTH SERVICE
7050 W. 183rd Street**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a TIF relocation agreement for the relocation of the existing chiropractic health service business as part of the development in the tax financing district of the Village of Tinley Park, a true and correct copy of such TIF Relocation Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said TIF Relocation 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 "TIF Relocation Agreement - Chiropractic Health Service " 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 TIF Relocation Agreement.

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

ADOPTED this 6th day of May, 2003, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Rea, Seaman, Hannon, Bettenhausen, Heffernan, Maher

NAYS: None.

ABSENT: None.

APPROVED this 6th day of May, 2003, by the President of the Village of Tinley Park.

ATTEST:

Village President

Village Clerk

TIF RELOCATION AGREEMENT -
CHIROPRACTIC HEALTH SERVICE - 7050 W. 183rd STREET

THIS AGREEMENT is entered into on this 10th day of June, 2003, by and between the VILLAGE OF TINLEY PARK, ILLINOIS, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE"), and CHIROPRACTIC HEALTH SERVICE, an Illinois S-CORP ^{PC.} (hereinafter referred to as the "COMPANY").

WITNESSETH:

WHEREAS, the VILLAGE is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is thereby authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the COMPANY is the owner of certain commercial property commonly known as 7050 W. 183rd Street, Tinley Park, Cook County, Illinois (hereinafter referred to as the "Property"); and

WHEREAS, the VILLAGE is desirous of having the COMPANY relocate its existing business on the Property to another location in the Village to allow for the development of the Property and adjacent property in a coordinated, well-planned manner which would be of more benefit to the VILLAGE and its residents and in compliance with the Tax Increment Financing District redevelopment plan for the area.

NOW, THEREFORE, in consideration of the foregoing recitations, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties covenant and agree as follows:

I. Incentive

A. Upon satisfaction by the COMPANY of all of the terms and conditions set forth in this Agreement, the VILLAGE hereby undertakes to pay the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) to the COMPANY for payment, at least in part, of its relocation expenses. The VILLAGE shall not contribute more than \$20,000.00 for such relocation costs.

B. The VILLAGE shall pay the COMPANY the entire amount due under Paragraph I.A. of this Agreement within a reasonable period of time after the COMPANY both sells the Property to the owner/contract purchaser of the property to the east and relocates the COMPANY's business to another location within the VILLAGE and receives a certificate of occupancy from the VILLAGE for the new location, ~~and after receiving an appropriate accounting of all relocation payments and receipts.~~

C. The payment of the incentive provided for in Paragraph I.A. above shall be made solely from the VILLAGE's Oak Park Avenue TIF Fund. The VILLAGE warrants that there are sufficient monies on hand in said Fund to pay the aforesaid incentive.

II. Representations and Warranties of the COMPANY

The COMPANY hereby makes the following representations and warranties:

A. That the COMPANY currently owns the Property and will sell the Property to the owner/contract purchaser of the adjoining property to the east.

B. That the COMPANY shall comply in all material respects with all terms, provisions and conditions contained herein, and that it shall not default or permit a default under any document or agreement relating to the Property and/or the relocation of the COMPANY's business to another location in the VILLAGE.

C. That no other entity or person, other than the COMPANY and/or the COMPANY's lender(s), has any interest in the Property, nor in its sale as herein proposed.

III. Notices

All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, to the following individuals at their respective addresses:

For the VILLAGE:

- | | |
|---|--|
| 1. Village President
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477 | 2. Village Clerk
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477 |
| 3. Terrence M. Barnicle
KLEIN, THORPE AND JENKINS, LTD.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903 | |

For the COMPANY:

1. Chiropractic Health Service
c/o Dr. Ann Zajac
7050 W. 183rd Street
Tinley Park, Illinois 60477

or at such other addresses as the parties may indicate in writing to the other either by personal delivery or by certified mail, return receipt requested, with proof of delivery thereof.

IV. Limitation of Liability

A. No recourse under or upon any obligation, covenant, term and/or condition of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against the VILLAGE, and/or any of its officers, agents and/or employees, in any amount in

excess of the Incentive agreed by the VILLAGE to be paid to the COMPANY hereunder, subject to the terms and conditions contained herein.

B. No liability, right and/or claim at law or in equity shall attach to, or shall be incurred by, the VILLAGE and/or any of its officers, agents and/or employees in excess of the Incentive amount, and any and all rights and/or claims of the COMPANY against the VILLAGE, and/or any of its officers, agents and/or employees, are hereby expressly waived and released as a condition of, and as consideration for, the execution of this Agreement by the VILLAGE.

~~C. In the event that any third party or parties institute any legal proceedings against the COMPANY and/or the VILLAGE which relate in any way to the terms and conditions of this Agreement, the COMPANY, upon notice from the VILLAGE, shall fully and vigorously assume the entire defense of such lawsuit, and shall further assume any and all expenses of whatever nature relating thereto; provided, however, that the COMPANY may at any time settle or compromise such lawsuit, so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the VILLAGE, nor any liability on the part of the VILLAGE, monetary or otherwise.~~

~~D. If the VILLAGE, in its sole discretion, determines that it has or may have a conflict of interest with the COMPANY which has or may have a substantial adverse effect on the VILLAGE, then the VILLAGE shall have the option of being represented by its own legal counsel. In the event that the VILLAGE exercises this option, the COMPANY shall reimburse the VILLAGE for any and all out-of-pocket expenses relating thereto, including but not limited~~

to court costs, reasonable attorneys' fees, witness fees and/or other litigation expenses.

E. In the event that the VILLAGE institutes legal proceedings against the COMPANY for breach of this Agreement and secures a judgment in its favor, the VILLAGE shall be entitled to recover from the COMPANY any and all expenses incurred in connection therewith, including but not limited to court costs, reasonable attorneys' fees, witness fees and/or other litigation expenses.

V. General Provisions

A. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

B. Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by an express written waiver lawfully authorized and executed by the party excusing such timely performance.

C. This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and the COMPANY, and their respective successors and assigns.

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

E. The Officers of the COMPANY who have executed this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of the COMPANY. The

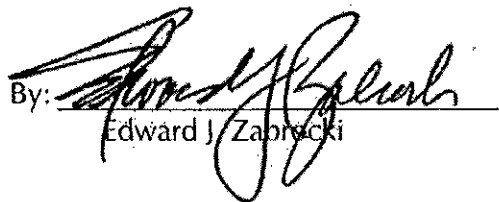
President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Village Board to execute this Agreement.

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

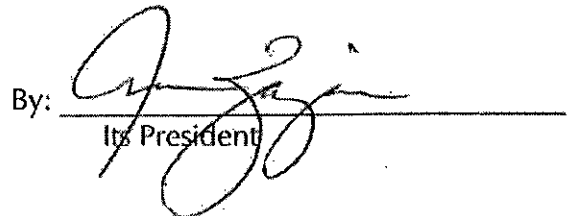
G. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument. If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event that a court determines that the VILLAGE lacks the power or authority to perform any provision hereof, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect the validity of this Agreement, and any such judgment or decree shall relieve the VILLAGE from performance under such provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement on the day and year first above written.

VILLAGE OF TINLEY PARK

By: 
Edward J. Zabrocki

CHIROPRACTIC HEALTH SERVICE

By: 
Its President

Village President

ATTEST:

By: _____
Frank W. German
Village Clerk

ATTEST:

By: _____
Its Secretary

109131-114/345

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., personally known to me to be the Village Clerk of the Village of Tinley Park, 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 ____ day of _____, 2003.

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Ann Zajac and _____, (Names) _____ and _____, (Titles) of Chiropractic Health Service, an Illinois _____, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said OWNER for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 13th day of June, 2003.

Nancy G. Hoag
Notary Public exp. 4-2-05

