

ORDINANCE NO. 2003-O-042

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND COMMUNITY
CONSOLIDATED SCHOOL DISTRICT NUMBER 146 RELATIVE TO THE
TINLEY PARK MAIN STREET NORTH TAX INCREMENT FINANCING DISTRICT**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Tinley
Park,

Cook and Will Counties, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of Tinley Park (hereinafter referred to as the "VILLAGE") is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on April 1, 2003, the corporate authorities of the VILLAGE adopted Ordinance Numbers 2003-O-022, 2003-O-023 and 2003-O-024, in accordance with the TIF ACT, as subsequently amended on April 15, 2003, by Ordinance Number 2003-O-035, to correct certain scrivener's errors, approving a tax increment redevelopment plan and project (hereinafter referred to as the "TIF PLAN"), designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S Main Street North Tax Increment Financing District (hereinafter referred to as the "NORTH TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT 1 attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. Pursuant to the TIF PLAN, the VILLAGE has provided for a reimbursement to Community Consolidated School District Number 146 (hereinafter referred to as the "SCHOOL DISTRICT") for capital costs incurred by the SCHOOL DISTRICT for projects within the NORTH TIF DISTRICT as a result of the VILLAGE'S implementation of the TIF PLAN, subject to certain terms and conditions, all as more fully set forth in the Intergovernmental Agreement attached hereto as EXHIBIT 2 and made part hereof (hereinafter referred to as the "AGREEMENT").
- E. In accordance with the TIF ACT, it is in the best interest of, and convenient and necessary for, the VILLAGE to approve the AGREEMENT, so that the SCHOOL DISTRICT can be properly reimbursed for its capital costs associated with projects within the NORTH TIF DISTRICT, as a result of the VILLAGE'S implementation of the TIF PLAN, and so that redevelopment can occur within the

NORTH TIF DISTRICT.

SECTION 2: Based upon the foregoing, the AGREEMENT attached hereto as EXHIBIT 2 is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to execute same on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, as may be necessary or convenient to carry out the terms and conditions of said AGREEMENT.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

SECTION 4: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. **SECTION 5:** That all ordinances or parts of ordinances in conflict herewith are,

to the extent of such conflict, hereby repealed.

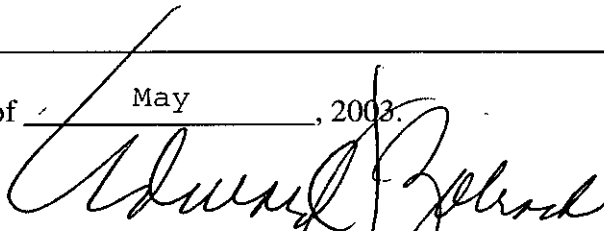
ADOPTED this 22nd day of May, 2003, pursuant to a roll call vote as follows:

AYES: REA, SEAMAN, HANNON, BETTENHAUSEN, HEFFERNAN, MAHER

NAYS: NONE

ABSENT: NONE

APPROVED by me this 22nd day of May, 2003.


VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

Published by me in pamphlet form this 22nd day of May, 2003.

VILLAGE CLERK

EXHIBIT 1

MAIN STREET NORTH T.I.F. DISTRICT

Lots 3, 4, 5 and 6, the East 141.75 feet of Lot 10 (as measured along the South line thereof), the East 142.05 feet of Lot 8 (as measured along the South line thereof) and the East 142.20 feet of Lot 7 (as measured along the South line thereof), in Block 6 in Elmore's Oak Park Avenue Estates, a subdivision of the Northwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian (except that part of drainage ditch conveyed by Document 377150); Lots 1, 2, 3, 4, 5 and 6, and the East 125 feet of Lots 7, 8 and 9, in Block 7 in Elmore's Oak Park Avenue Estates, aforesaid; and Lots 1 through 19, inclusive, along with the 20 foot wide North/South alley lying West of and adjacent thereto, Lots 20, 21 and 22, along with the 20 foot wide East/West alley lying North of and adjacent thereto, the East 125 feet of the South 60 feet of Lot 31, the East 125 feet of the North 60 feet of Lot 33 and the East 125 feet of Lot 34, in Block 12 in Elmore's Oak Park Avenue Estates, aforesaid; all in Cook County, Illinois;

P.I.N.'S: 28-30-107-011, -012, -017, -020, -025, -026 and -027; 28-30-111-011, -019, -020, -021, -022, -023, -024, -028, -030, -032 and -036; and 28-30-115-016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -029, -030, -037, -039, and -045;

Common Addresses: 16820 through 17054 South Oak Park Avenue;
6830 West 170th Street; 6932 West 170th Street;
6825 West 170th Street and 6825 West 171st Street; Tinley Park, Illinois;

Also, Lots 1, 7, 8 and 9 in Block 1 in Parkside, a subdivision of the Northeast 1/4 (except the South 330 feet of the West 330 feet thereof) in Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; Lot 3 in Marquardt's Subdivision of the South 180 feet of the South 330 feet of the West 330 feet of the Northeast 1/4 of Section 30, aforesaid; and the East 132 feet of the West 165 feet of the North 150 feet of the South 330 feet of the Northeast 1/4 of Section 30, aforesaid; all in Cook County, Illinois;

P.I.N.'S: 28-30-200-007, -011, -012, -013, -093, -096 and -097;

Common Addresses: 17007 through 17043 South Oak Park Avenue, Tinley Park, Illinois;

Also, the East 299.30 feet of Block 1 (except the East 150 feet of the North 99.25 feet, and except that part taken for street purposes), Block 2 (except that part used for Polygon Resubdivision of part of Blocks 2 and 3 in McClary's Subdivision of the East 1/2 of the North 1/2 of Lot 1 of the Southwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian, and except that part of the North 16.5 feet thereof located West of the East 299.30 feet thereof), Block 3 (except that part used for Polygon Resubdivision, aforesaid, and except that part used for J.P. Gallagher's Resubdivision of part of Blocks 3 and 4 in McClary's Subdivision, aforesaid) and the East 225 feet of Block 4, all in McClary's Subdivision of the East 1/2 of the North 1/2 of Lot 1 of the Southwest 1/4 of Section 30, Township 37 North, Range 13, East of the Third Principal Meridian; and Lot 7 in Polygon Resubdivision, aforesaid; all in Cook County, Illinois;

P.I.N.'S: 28-30-301-004, -007, -019, 023, -024, 027, -030, -033, -035, 037, -039, -046, and -047;

Common Addresses: 17110, 17114, 17116, 17120, 17122, 17126, 17132, 17140, 17150, 17204 and 17214 South Oak Park Avenue; 6825 West 171st Street; Tinley Park, Illinois;

Also, Lots 7, 23, 24 and 25 in Breitbarth's Subdivision of part of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; the 34 foot wide (North to South) portion of vacated 172nd Street, running from the East right-of-way line of Oak Park Avenue to the West right-of-way line of 67th Court; the Midlothian Creek right-of-way line of 67th Court; the Midlothian Creek right-of-way located within Breitbarth's Subdivision, aforesaid; all that portion of the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian lying East of the East right-of-way line of 66th Court and the East line of Lot 25 in Breitbarth's Subdivision, aforesaid, and North of the C. R. I. & P. Railroad right-of-way (except Harper Hill Townhomes Association, a resubdivision of part of Block 1 in Village of Bremen, a subdivision in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian, and except the dedicated right-of-way of 171st Street); Lots 10 and 11, along with the 16 foot wide North/South alley located East of and adjacent thereto, in Nielsen's Subdivision (except the South 200 feet of the West 266 feet) of Block 2 in Village of Bremen, aforesaid; all in Cook County, Illinois;

P.I.N.'S: 28-30-400-007 and -016; 28-30-401-008 and -009; 28-30-402-001, -003, -004 and -005; 28-30-403-001 and -002; 28-30-406-002, -004 and -005;

Common Addresses: 17147, 17201 and 17207 South Oak Park Avenue; 6501, 6601 and 6611 West 171st Street; 17145 South 66th Court; 172nd and 66th Court; 6500 and 6601 West Oak Forest Avenue; Tinley Park, Illinois;

Also, that portion of the West 1/2 of the Southwest 1/4 of Section 29, Township 36 North, Range 13, East of the Third Principal Meridian, located North of the C. R. I. & P. Railroad right-of-way (except that portion thereof covered by P.I.N. 28-29-300-015); all in Cook County, Illinois;

P.I.N.: 28-29-300-007 and -016;

Common Addresses: 6300 and 6350 West Oak Forest Avenue, Tinley Park, Illinois;

Also, Block 21 in Parkside, a subdivision of the Northeast 1/4 (except the South 330 feet of the West 330 feet thereof) in Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.'S: 28-30-200-006 and -076;

Common Addresses: 6400 West 171st Street, Tinley Park, Illinois;

Also, Blocks 10 and 11, (except that portion thereof covered by P.I.N. 28-29-101-010), in

Assessor's Division of the East ½ of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 (except the railroad) in Section 29, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.'S: 28-29-101-015, -016 and -017;

Common Addresses: 17029 and 17100 South Ridgeland Avenue and 6310 West Oak Forest Avenue, Tinley Park, Illinois;

Along with the following dedicated rights-of-way: Oak Park Avenue, from a point 198.8 feet South of the South right-of-way line of 168th Street to the South right-of-way line of 171st Street; Oak Park Avenue from a point 99.25 feet South of the South right-of-way line of 171st Street to a point 100 feet South of the South right-of-way line of 172nd Street; 169th Street, from the West right-of-way line of Oak Park Avenue to a point 183 West thereof; 170th Street, from the West right-of-way line of Oak Park Avenue to a point 328 feet West thereof; Ravinia Drive, from the East right-of-way line of Oak Park Avenue to a point 70 feet East thereof; 171st Street, from a point 299.3 feet West of the West right-of-way line of Oak Park Avenue to a point 115 feet East of the East right-of-way line of Oak Park Avenue; 172nd Street, from the East right-of-way line of Oak Park Avenue to the East right-of-way line of 66th Court; 67th Court, from a point 350 feet South of the South right-of-way line of 171st Street to a point 445.01 feet South of the South right-of-way line of 171st Street; Ridgeland Avenue, from the South right-of-way line of Willow Lane Drive to a point 635.25 feet South thereof; and that portion of Gaynelle Road located West of the East line of Block 11 in Assessor's Division of the East ½ of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 (except the railroad) in Section 29, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois.

EXHIBIT 2

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF TINLEY PARK AND COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 146 RELATIVE TO THE TINLEY
PARK MAIN STREET NORTH TAX INCREMENT FINANCING DISTRICT**

THIS Agreement entered into this 22nd day of May, 2003, between the VILLAGE OF TINLEY PARK, a municipal corporation (hereinafter referred to as "TINLEY PARK"), and COMMUNITY CONSOLIDATED SCHOOL DISTRICT NUMBER 146 (hereinafter referred to as the "SCHOOL DISTRICT").

RECITALS

WHEREAS, pursuant to Ordinance Numbers 2003-O-022, 2003-O-023 and 2003-O-024, adopted April 1, 2003, as subsequently amended on April 15, 2003, by Ordinance Number 2003-O-035, to correct certain scrivener's errors, TINLEY PARK approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area (as legally described in EXHIBIT A attached hereto and made part hereof) and adopted tax increment financing relative to TINLEY PARK'S Main Street North Tax Increment Financing District (hereinafter referred to as the "NORTH TIF DISTRICT"); and

WHEREAS, the SCHOOL DISTRICT agreed not to object to the creation of the NORTH TIF DISTRICT provided that certain benefits as allowed under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., (hereinafter referred to as the "TIF ACT"), as more fully described in Sections 2 and 3 below, would be provided to the SCHOOL DISTRICT by TINLEY PARK; and

WHEREAS, the redevelopment project and plan relative to the NORTH TIF DISTRICT (hereinafter referred to as the "TIF PLAN"), contemplates that the above-referenced benefits will be provided to the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL DISTRICT has advised TINLEY PARK that it will incur certain capital costs resulting from the implementation of the TIF PLAN by TINLEY PARK; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act," 5 ILCS 220/1 et. seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised and enjoyed jointly with any other units of local government or school districts; and

WHEREAS, the TIF ACT authorizes municipalities to enter into contracts necessary to implement or maintain a TIF redevelopment plan or project; and

WHEREAS, TINLEY PARK and the SCHOOL DISTRICT have determined that it is in their overall respective best interests to enter into this Agreement;

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

1. The preambles set forth above are hereby incorporated herein by reference as if fully set forth herein.

2. Pursuant to the TIF PLAN and Section 11-74.4-3(q)(7) of the TIF ACT (65 ILCS 5/11-74.4-3(q)(7)), TINLEY PARK agrees to place seventeen percent (17%) of the incremental real estate tax revenues received during each year of the NORTH TIF DISTRICT into a separate fund entitled the "School District 146 North TIF District Capital Costs Fund" (hereinafter referred to the "SD 146 CAP FUND"), subject to the following terms and conditions:

A. The total amount of incremental real estate tax revenues deposited into said SD 146 CAP FUND during the life of the NORTH TIF DISTRICT shall not exceed Two Million Five Hundred Thousand and No/100 Dollars

(\$2,500,000.00).

- B. Payments into the SD 146 CAP FUND shall be subordinate to the payment of the debt service relative to any debt instruments issued by TINLEY PARK in regard to the NORTH TIF DISTRICT (hereinafter referred to as the "TIF DEBT").
- C. Payment into the SD 146 CAP FUND shall be subordinate to the funding of a debt service reserve fund relative to any TIF DEBT, with said debt service reserve fund to be funded so as to at all times have sufficient funds therein to pay for six (6) months of principal and interest payments relative to the then outstanding TIF DEBT (hereinafter referred to as the "RESERVE FUNDING REQUIREMENT").
- D. Payment into the SD 146 CAP FUND shall be subordinate to the NEW STUDENT PAYMENTS as defined in Section 3 below.
- E. Payment into the SD 146 CAP FUND shall be subordinate to the payment or use of any incremental real estate tax revenues by the VILLAGE that, pursuant to a redevelopment agreement entered into between the VILLAGE and a party other than the SCHOOL DISTRICT, have been committed to a specific redevelopment project within the NORTH TIF DISTRICT (hereinafter referred to as the "REDEVELOPMENT PROJECT REQUIREMENT").
- F. In light of subsections B, C, D and E above, in any year in which the deposit of incremental real estate tax revenues into the SD 146 CAP FUND is less than the required percent as a result of the TIF DEBT, the RESERVE FUNDING REQUIREMENT, the NEW STUDENT PAYMENTS and the REDEVELOPMENT PROJECT REQUIREMENT

(hereinafter referred to as the "UNFUNDED OBLIGATION"), said UNFUNDED OBLIGATION shall carry forward to future years of the NORTH TIF DISTRICT and, to the extent that there are incremental real estate tax revenues available after the payment of the TIF DEBT, the RESERVE FUNDING REQUIREMENT, the NEW STUDENT PAYMENTS, the REDEVELOPMENT PROJECT REQUIREMENT and the current payment into the SD 146 CAP FUND, in any such future years of the NORTH TIF DISTRICT, additional payments from the incremental real estate tax revenues shall be deposited into the SD 146 CAP FUND until said UNFUNDED OBLIGATION no longer exists. If, on the date on which the NORTH TIF DISTRICT comes to an end, there still exists an UNFUNDED OBLIGATION, the VILLAGE agrees to fund said UNFUNDED OBLIGATION out of general VILLAGE corporate revenues.

- G. Upon receipt of paid bills for capital costs incurred by the SCHOOL DISTRICT for projects within the NORTH TIF DISTRICT as a result of the VILLAGE'S implementation of the TIF PLAN, along with a written certification from the SCHOOL DISTRICT that said capital costs were incurred as a result of TINLEY PARK'S implementation of the TIF PLAN, the VILLAGE shall reimburse the SCHOOL DISTRICT from funds available in the SD 146 CAP FUND.

3. Pursuant to the TIF PLAN, in addition to the payments to the SCHOOL DISTRICT as referenced in Section 2 above, TINLEY PARK hereby acknowledges its obligation to make payments to the SCHOOL DISTRICT, as well as to Community High School District No. 228, during the life of the NORTH TIF DISTRICT, as provided for in 65 ILCS 5/11-74.4-3(q)(7.5)

(hereinafter referred to as the "NEW STUDENT PAYMENTS"), provided that the VILLAGE'S use of incremental real estate tax revenues triggers the provisions of said 65 ILCS 5/11-74.4-3(q)(7.5), and further provided that the SCHOOL DISTRICT annually complies with the documentation requirements of 65 ILCS 5/11-74.4-3(q)(7.5).

4. TINLEY PARK agrees that the life of the NORTH TIF DISTRICT shall not exceed twenty-three (23) years, subject to the collection of the incremental real estate tax revenues from the twenty-third (23rd) year in year twenty-four (24), and that the Redevelopment Project Area, as legally described in EXHIBIT A, will not be expended without the written consent of the SCHOOL DISTRICT.

5. Notwithstanding the provisions of Sections 2 and 3 above, if a change in the TIF ACT during the term of this Agreement would necessitate a reduction in the amount that the VILLAGE can deposit into the SD 146 CAP FUND or a reduction in the amount that the VILLAGE can pay relative to the NEW STUDENT PAYMENTS, said reduction shall be made without need to further amend this Agreement.

6. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the TINLEY PARK:

Village Manager
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

B. If to the SCHOOL DISTRICT:

Superintendent
Community Consolidated School District No. 146
6611 West 171st Street

Tinley Park, Illinois 60477

or to such other address, or additional parties, as either party may from time to time designate in written notice to the other party.

7. This Agreement represents the entire Agreement between the SCHOOL DISTRICT and TINLEY PARK. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.

8. The SCHOOL DISTRICT, by its execution and approval of this Agreement, hereby waives forever any and all right to set aside, modify or contest in any manner the NORTH TIF DISTRICT including, but not limited to, the TIF PLAN, the redevelopment project area and any redevelopment agreements or professional services agreements as now or hereafter constituted or entered into by TINLEY PARK.

9. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement.

10. This Agreement shall be effective when approved by TINLEY PARK'S President and Board of Trustees and the Board of Education of the SCHOOL DISTRICT, and signed on behalf of TINLEY PARK and the SCHOOL DISTRICT.

11. This Agreement will remain in effect until the dissolution of the NORTH TIF DISTRICT.

12. This Agreement shall be executed in two (2) counterparts so that each party hereto shall receive an original signature copy hereof.

IN WITNESS WHEREOF, TINLEY PARK and the SCHOOL DISTRICT have caused this Agreement to be duly executed by their respective authorized officials.

BUYER:

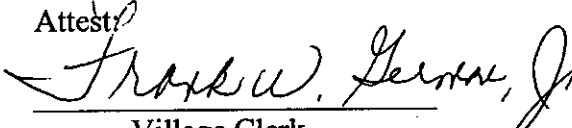
VILLAGE OF TINLEY PARK

By: 

Village President

Date: 5-22-03

Attest:


Village Clerk

SELLER:

COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 146

By: 

President

Date: 5/22/2003

Attest:


Secretary

EXHIBIT A

MAIN STREET NORTH T.I.F. DISTRICT

Lots 3, 4, 5 and 6, the East 141.75 feet of Lot 10 (as measured along the South line thereof), the East 142.05 feet of Lot 8 (as measured along the South line thereof) and the East 142.20 feet of Lot 7 (as measured along the South line thereof), in Block 6 in Elmore's Oak Park Avenue Estates, a subdivision of the Northwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian (except that part of drainage ditch conveyed by Document 377150); Lots 1, 2, 3, 4, 5 and 6, and the East 125 feet of Lots 7, 8 and 9, in Block 7 in Elmore's Oak Park Avenue Estates, aforesaid; and Lots 1 through 19, inclusive, along with the 20 foot wide North/South alley lying West of and adjacent thereto, Lots 20, 21 and 22, along with the 20 foot wide East/West alley lying North of and adjacent thereto, the East 125 feet of the South 60 feet of Lot 31, the East 125 feet of the North 60 feet of Lot 33 and the East 125 feet of Lot 34, in Block 12 in Elmore's Oak Park Avenue Estates, aforesaid; all in Cook County, Illinois;

P.I.N.'S: 28-30-107-011, -012, -017, -020, -025, -026 and -027; 28-30-111-011, -019, -020, -021, -022, -023, -024, -028, -030, -032 and -036; and 28-30-115-016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -029, -030, -037, -039, and -045;

Common Addresses: 16820 through 17054 South Oak Park Avenue;
6830 West 170th Street; 6932 West 170th Street;
6825 West 170th Street and 6825 West 171st Street; Tinley Park, Illinois;

Also, Lots 1, 7, 8 and 9 in Block 1 in Parkside, a subdivision of the Northeast 1/4 (except the South 330 feet of the West 330 feet thereof) in Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; Lot 3 in Marquardt's Subdivision of the South 180 feet of the South 330 feet of the West 330 feet of the Northeast 1/4 of Section 30, aforesaid; and the East 132 feet of the West 165 feet of the North 150 feet of the South 330 feet of the Northeast 1/4 of Section 30, aforesaid; all in Cook County, Illinois;

P.I.N.'S: 28-30-200-007, -011, -012, -013, -093, -096 and -097;

Common Addresses: 17007 through 17043 South Oak Park Avenue, Tinley Park, Illinois;

Also, the East 299.30 feet of Block 1 (except the East 150 feet of the North 99.25 feet, and except that part taken for street purposes), Block 2 (except that part used for Polygon Resubdivision of part of Blocks 2 and 3 in McClary's Subdivision of the East 1/2 of the North 1/2 of Lot 1 of the Southwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian, and except that part of the North 16.5 feet thereof located West of the East 299.30 feet thereof), Block 3 (except that part used for Polygon Resubdivision, aforesaid, and except that part used for J.P. Gallagher's Resubdivision of part of Blocks 3 and 4 in McClary's Subdivision, aforesaid) and the East 225 feet of Block 4, all in McClary's Subdivision of the East 1/2 of the North 1/2 of Lot 1 of the Southwest 1/4 of Section 30, Township 37 North, Range 13, East of the Third Principal Meridian; and Lot 7 in Polygon Resubdivision, aforesaid; all in Cook County, Illinois;

P.I.N.'S: 28-30-301-004, -007, -019, 023, -024, 027, -030, -033, -035, 037, -039, -046, and -047;

Common Addresses: 17110, 17114, 17116, 17120, 17122, 17126, 17132, 17140, 17150, 17204 and 17214 South Oak Park Avenue; 6825 West 171st Street; Tinley Park, Illinois;

Also, Lots 7, 23, 24 and 25 in Breitbarth's Subdivision of part of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; the 34 foot wide (North to South) portion of vacated 172nd Street, running from the East right-of-way line of Oak Park Avenue to the West right-of-way line of 67th Court; the Midlothian Creek right-of-way line of 67th Court; the Midlothian Creek right-of-way located within Breitbarth's Subdivision, aforesaid; all that portion of the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian lying East of the East right-of-way line of 66th Court and the East line of Lot 25 in Breitbarth's Subdivision, aforesaid, and North of the C. R. I. & P. Railroad right-of-way (except Harper Hill Townhomes Association, a resubdivision of part of Block 1 in Village of Bremen, a subdivision in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian, and except the dedicated right-of-way of 171st Street); Lots 10 and 11, along with the 16 foot wide North/South alley located East of and adjacent thereto, in Nielsen's Subdivision (except the South 200 feet of the West 266 feet) of Block 2 in Village of Bremen, aforesaid; all in Cook County, Illinois;

P.I.N.'S: 28-30-400-007 and -016; 28-30-401-008 and -009; 28-30-402-001, -003, -004 and -005; 28-30-403-001 and -002; 28-30-406-002, -004 and -005;

Common Addresses: 17147, 17201 and 17207 South Oak Park Avenue; 6501, 6601 and 6611 West 171st Street; 17145 South 66th Court; 172nd and 66th Court; 6500 and 6601 West Oak Forest Avenue; Tinley Park, Illinois;

Also, that portion of the West 1/2 of the Southwest 1/4 of Section 29, Township 36 North, Range 13, East of the Third Principal Meridian, located North of the C. R. I. & P. Railroad right-of-way (except that portion thereof covered by P.I.N. 28-29-300-015); all in Cook County, Illinois;

P.I.N.: 28-29-300-007 and -016;

Common Addresses: 6300 and 6350 West Oak Forest Avenue, Tinley Park, Illinois;

Also, Block 21 in Parkside, a subdivision of the Northeast 1/4 (except the South 330 feet of the West 330 feet thereof) in Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.'S: 28-30-200-006 and -076;

Common Addresses: 6400 West 171st Street, Tinley Park, Illinois;

Also, Blocks 10 and 11, (except that portion thereof covered by P.I.N. 28-29-101-010), in Assessor's Division of the East 1/2 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 (except the railroad) in Section 29, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.'S: 28-29-101-015, -016 and -017;

Common Addresses: 17029 and 17100 South Ridgeland Avenue and 6310 West Oak Forest Avenue, Tinley Park, Illinois;

Along with the following dedicated rights-of-way: Oak Park Avenue, from a point 198.8 feet South of the South right-of-way line of 168th Street to the South right-of-way line of 171st Street; Oak Park Avenue from a point 99.25 feet South of the South right-of-way line of 171st Street to a point 100 feet South of the South right-of-way line of 172nd Street; 169th Street, from the West right-of-way line of Oak Park Avenue to a point 183 West thereof; 170th Street, from the West right-of-way line of Oak Park Avenue to a point 328 feet West thereof; Ravinia Drive, from the East right-of-way line of Oak Park Avenue to a point 70 feet East thereof; 171st Street, from a point 299.3 feet West of the West right-of-way line of Oak Park Avenue to a point 115 feet East of the East right-of-way line of Oak Park Avenue; 172nd Street, from the East right-of-way line of Oak Park Avenue to the East right-of-way line of 66th Court; 67th Court, from a point 350 feet South of the South right-of-way line of 171st Street to a point 445.01 feet South of the South right-of-way line of 171st Street; Ridgeland Avenue, from the South right-of-way line of Willow Lane Drive to a point 635.25 feet South thereof; and that portion of Gaynelle Road located West of the East line of Block 11 in Assessor's Division of the East ½ of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 (except the railroad) in Section 29, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois.