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

CLERK'S CERTIFICATE

I, PATRICK REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2016-R-0-014

RESOLUTION AUTHORIZING THE EXECUTION OF RETAINING WALL MAINTENANCE AGREEMENT INTERNATIONAL IMPORTS, LLC

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

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES:        Maher, Grady, Pannitto, Vandenberg, Younker

NAYS:        None

ABSENT:      None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 3rd day of May, 2016.

[Signature]
Village Clerk
RESOLUTION NO. 2016-R-014

RESOLUTION AUTHORIZING THE EXECUTION OF RETAINING WALL MAINTENANCE AGREEMENT INTERNATIONAL IMPORTS, LLC

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a certain Retaining Wall Maintenance Agreement (the “Agreement”) between the Village of Tinley Park (“Village”), and International Imports, LLC., an Illinois limited liability company, a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Agreement be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

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

AYES: Maher, Grady, Pannitto, Vandenberg, Younker

NAYS: None

ABSENT: None

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

Village President

ATTEST: Village Clerk
RETAINING WALL MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 3rd day of May, 2016, between International Imports, LLC, Property Owner, and the VILLAGE OF TINLEY PARK, a municipal corporation in the County of Cook, State of Illinois.

WITNESSETH: That the Property Owner hereby agrees to utilize a portion of the following described real estate for the purpose of constructing, using, replacing and maintaining a privately owned and maintained retaining wall, safety railing, and appurtenant work with the duty to repair, replace and maintain the retaining wall, for purposes of stormwater management.

Legal Description: LOT 3 AND THE EAST 30 FEET OF LOT 2 IN GRAY PROPERTIES 159TH STREET COMMERCIAL SUBDIVISION OF THE NORTH 650.00 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DEEDED TO COMMONWEALTH EDISON COMPANY AND EXCEPT THAT PART PREVIOUSLY DEDICATED FOR HIGHWAY PURPOSES), ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1987, AS DOCUMENT NUMBER 87421369, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 8301 W. 159TH STREET, TINLEY PARK, IL.

PROPERTY INDEX NUMBER 27-23-202-010-0000.

THIS AGREEMENT is executed and delivered and said agreement is granted upon the following conditions to wit:

1. It is understood by the Property Owner that the retaining wall constructed hereunder shall, in every respect be a privately owned and maintained retaining wall; and the Property Owner, shall have the duty at all times to make any necessary repairs to or renewals for replacements of the retaining wall.

2. The rights granted herein shall not be construed to interfere with or restrict the Property Owner, its heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said retaining wall or stormwater management area.

3. The maintenance of the stormwater detention retaining wall and appurtenances shall be the responsibility of the Owner of the property identified on this agreement at any given time.
International Imports, LLC, the current owner of the property, on behalf of itself and its successors and assigns hereby grants a perpetual maintenance agreement to the Village of Tinley Park, Illinois and to its successors and assigns for the purpose of performing emergency procedures deemed necessary by the Village Engineer of the Village of Tinley Park, Illinois. This agreement grants the Village the right, privilege and authority, but not the duty, to inspect, reconstruct, repair, maintain, and operate the retaining wall and appurtenances as may be deemed necessary by the Village together with the right of access across the property for necessary personnel and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants adjacent to the retaining wall that interfere with the operation of the retaining wall. The Village will not be responsible for replacing any hard surfaces (such as pavement or sidewalks) that may later be built adjacent to the retaining wall. The Village shall have the right to charge the then owner for its cost to correct deficiencies, if any. No changes to the topography or stormwater management structures within the retaining wall area shall be made; however, the same may be used for purposes that do not then or later interfere with the Village's aforesaid uses or rights and, with the express written consent of the Village Engineer, Village of Tinley Park, Illinois, which consent shall not be unreasonably withheld. International Imports, LLC, and its successors and assigns shall have the right to change the shape and location of this retaining wall in order to develop the property if permitted by the Village. If the Village shall do any such work, the Owner shall be responsible to reimburse the Village for all costs incurred by the Village and if the Owner fails to do so the Village shall have the right to record a lien for such amounts not reimbursed, which lien shall be recorded against the entirety of the property owned by the Owner.

This agreement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property. It shall be filed of record with the Recorder of Deeds, Cook County, Illinois.

Signature

Printed Name

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

BE IT REMEMBERED, That on this ___ day of ____________, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ________________, a member of INTERNATIONAL IMPORTS, LLC, a Limited Liability Company duly formed under the provisions of the ILLINOIS Limited Liability Company Act, who is/are personally known to me to be the same person who executed the within instrument of writing and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires

Notary Public

Page 2 of 2
RETAINING WALL MAINTENANCE AGREEMENT

THIS AGREEMENT, made this __ day of ___, 20__, between International Imports, LLC, Property Owner, and the VILLAGE OF TINLEY PARK, a municipal corporation in the County of Cook, State of Illinois.

WITNESSETH: That the Property Owner hereby agrees to utilize a portion of the following described real estate for the purpose of constructing, using, replacing and maintaining a privately owned and maintained retaining wall, safety railing, and appurtenant work with the duty to repair, replace and maintain the retaining wall, for purposes of stormwater management.

Legal Description: LOT 3 AND THE EAST 30 FEET OF LOT 2 IN GRAY PROPERTIES 159TH STREET COMMERCIAL SUBDIVISION OF THE NORTH 650.00 FEET OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DEEDED TO COMMONWEALTH EDISON COMPANY AND EXCEPT THAT PART PREVIOUSLY DEDICATED FOR HIGHWAY PURPOSES), ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1987, AS DOCUMENT NUMBER 87421369, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 8301 W 159TH STREET, TINLEY PARK, IL

PROPERTY INDEX NUMBER 27-23-202-010-0000.

THIS AGREEMENT is executed and delivered and said agreement is granted upon the following conditions to wit:

1. It is understood by the Property Owner that the retaining wall constructed hereunder shall, in every respect be a privately owned and maintained retaining wall, and the Property Owner, shall have the duty at all times to make any necessary repairs to or renewals for replacements of the retaining wall.

2. The rights granted herein shall not be construed to interfere with or restrict the Property Owner, its heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said retaining wall or stormwater management area.

3. The maintenance of the stormwater detention retaining wall and appurtenances shall be the responsibility of the Owner of the property identified on this agreement at any given time International Imports, LLC, the current owner of the property, on behalf of itself and its successors and assigns hereby grants a perpetual maintenance agreement to the Village of Tinley Park, Illinois and to its successors and assigns for the purpose of performing emergency procedures deemed necessary by the Village Engineer of the Village of Tinley Park, Illinois. This agreement grants the Village the right, privilege and authority, but not the duty, to inspect, reconstruct, repair, maintain, and operate the retaining wall and appurtenances as may be deemed necessary by the Village together with the right of access across the property for necessary personnel and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants adjacent to the retaining wall that interfere with the operation of the retaining wall. The Village will not be responsible for replacing any hard surfaces (such as pavement or sidewalks) that may later be built adjacent to the retaining wall. The Village shall have the right to charge the then owner...
for its cost to correct deficiencies, if any. No changes to the topography or stormwater management structures within the retaining wall area shall be made, however, the same may be used for purposes that do not then or later interfere with the Village's aforesaid uses or rights and, with the express written consent of the Village Engineer, Village of Tinley Park, Illinois, which consent shall not be unreasonably withheld. International Imports, LLC, and its successors and assigns shall have the right to change the shape and location of this retaining wall in order to develop the property if permitted by the Village. If the Village shall do any such work, the Owner shall be responsible to reimburse the Village for all costs incurred by the Village and if the Owner fails to do so the Village shall have the right to record a lien for such amounts not reimbursed, which lien shall be recorded against the entirety of the property owned by the Owner.

This agreement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property. It shall be filed of record with the Recorder of Deeds, Cook County, Illinois.

Signature
Francis Mauro
Printed Name

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS )
COUNTY OF COOK )

BE IT REMEMBERED, That on this 7th day of January, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Francis Mauro, member of INTERNATIONAL IMPORTS, LLC, a Limited Liability Company duly formed under the provisions of the ILLINOIS Limited Liability Company Act, who is/are personally known to me to be the same person who executed the within instrument of writing and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires
11-17-19

Notary Public

OFFICIAL SEAL
ROBERTA V RAUL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/19
Date: January 17, 2019
To: Clerk's Office
From: Kimberly Clarke, Planning Manager
Subject: Resolution #2016-R-014 for 8301 W. 159th Street- International Autos

Resolution #2016-R-014 for the property located at 8301 W. 159th Street went before the Village Board in May of 2016. The project to expand the parking lot was abandoned and therefore the Resolution is not executed. In 2018, the owner came back wanting to pursue the parking lot expansion project. Due to the length of time between the original proposal, staff brought the plans back through Plan Commission on August 2, 2018 for Site Plan Approval. A condition of the Site Plan Approval was for the owner and village to execute the retaining wall agreement.

The attached retaining wall agreement was reviewed by our current attorneys and deemed acceptable. This explains the difference between the dates for the Resolution No. and agreement.

I discussed the matter with the Village Manager to see if the new agreement needed to go before the Village Board with a new Resolution Number. The Village Manager did not deem it necessary to bring it back to Village Board for approval and therefore we can use the existing Resolution #2016-R-0014.