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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**ORDINANCE**  
**NO. 2018-O-052**

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**AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE  
VILLAGE OF TINLEY PARK AND DD TINLEY PARK, LLC, FOR THE PARCEL  
COMMONLY KNOWN AS THE CONVENTION CENTER OUT LOT**

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**JACOB C. VANDENBERG, PRESIDENT**  
**KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO**  
**BRIAN H. YOUNKER**  
**CYNTHIA A. BERG**  
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**MICHAEL W. GLOTZ**  
**JOHN A. CURRAN**  
**Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Law Offices of Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Ste. 2125, Chicago, IL 60606

**VILLAGE OF TINLEY PARK**  
Cook County, Illinois  
Will County, Illinois

**ORDINANCE NO. 2018-O-052**

**AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE  
VILLAGE OF TINLEY PARK AND DD TINLEY PARK, LLC FOR THE PARCEL  
COMMONLY KNOWN AS THE CONVENTION CENTER OUT LOT**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park believe and hereby declare that it will be in the best interest of the Village and its residents to approve and authorize the execution of a Purchase and Sale Agreement substantially in the form, attached hereto as Exhibit 1, to acquire Property owned by DD Tinley Park, LLC, commonly known as the Convention Center Out Lot in an amount not to exceed Six Hundred Fifty Thousand and 00/100 dollars (\$650,000); and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees hereby approve the Purchase and Sale Agreement substantially in the form, attached hereto as Exhibit 1, for certain the real property commonly known as the Convention Center Out Lot in the amount of Six Hundred Fifty Thousand and 00/100 dollars (\$650,000); the Village President and/or the Village Manager are hereby authorized to execute said Purchase and Sale Agreement and any other documents necessary to close the transaction, subject to review and revision as to form by the Village Attorney.

Commonly known as: **18303 Convention Center Drive, Tinley Park, Illinois**

**PIN: 31-06-100-039-0000**

SECTION 3: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 18<sup>th</sup> day of September, 2018.

AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: None

APPROVED THIS 18<sup>th</sup> day of September, 2018.



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

# **EXHIBIT 1**

**A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF  
TINLEY PARK AND DD TINLEY PARK, LLC, FOR THE  
PARCEL COMMONLY KNOWN AS THE CONVENTION  
CENTER OUT LOT**

## AGREEMENT - REAL ESTATE TERMS AND CONDITIONS FOR CONVEYANCE OF THE DRIVE PARCEL

This Agreement, entered into this 18<sup>th</sup> day of September, 2018, by and between the Village of Tinley Park, an Illinois municipal corporation and DD Tinley Park, LLC, a Florida limited liability company, sets forth the terms and conditions relative to the conveyance of that certain real property more particularly described herein.

### 1. PARTIES AND SALE.

A. The Village of Tinley Park, Cook and Will Counties, Illinois, an Illinois municipal corporation (the "Purchaser-Village" or sometimes "Village") agrees to purchase from Seller-LLC (as defined below), subject to the terms and conditions set forth herein in this Agreement, a parcel of real property located in Tinley Park, Cook County, Illinois, the legal description of which is attached hereto as Exhibit A (the "Drive Parcel"); and

B. DD Tinley Park, LLC, a Florida limited liability company ("Seller-LLC" or sometimes "LLC") agrees to sell to Purchaser-Village, subject to the terms and conditions set forth in this Agreement, the Drive Parcel described herein and legally described in Exhibit A; and

2. PURCHASE PRICE. The total purchase price (the "Purchase Price") to be paid by Purchaser-Village is SIX HUNDRED AND FIFTY THOUSAND DOLLARS (\$650,000.00), subject to the provisions set forth in this Agreement. No later than two (2) business days following execution of this Agreement by the parties, Purchaser-Village shall deposit with Gray Robinson, P.A., as escrow agent, the sum of Thirty Two Thousand Five Hundred and No/100 Dollars (\$32,500.00) (the "Deposit"), which Deposit shall be held in escrow by Escrow Agent pending closing. The Deposit shall be fully non-refundable and shall be paid to Seller-LLC, except in the event that Purchaser-Village terminates this Agreement as provided for in Section 4 below or unless Seller -LLC is in default under the terms of this Agreement. The Deposit shall be credited toward the Purchase Price at Closing or distributed by Escrow Agent to Seller-LLC in the event that Escrow Agent receives written notice from Seller-LLC that Purchaser-Village has failed to close on the transaction as provided for in this Agreement, unless such failure is the result of Purchaser-Village's right to terminate pursuant to Section 4 below or the result of Seller-LLC's default under the terms of this Agreement. At Closing, Purchaser-Village shall pay to Seller-LLC, in good and available funds by wire transfer or cashier's check, the Purchase Price, less the Deposit, plus or minus any prorations as provided herein.

3. CLOSING DOCUMENTS The "Seller-LLC" agrees to convey the Drive Parcel to the Purchaser-Village by a recordable Special Warranty Deed (the "Deed"), subject only to the Permitted Exceptions. On the Closing Date, the obligations of the Purchaser-Village and Seller-LLC shall be as follows:

Seller shall deliver or cause to be delivered to the Title Company:

- the original executed and properly notarized Deed, and Plat Act Affidavit, if required;
- the original executed and properly notarized Affidavit of Title, Warranty and Covenant;
- the original executed and properly notarized Non-Foreign Affidavit;
- counterpart originals of Seller's closing statement;
- such other standard closing documents or other documentation approved by Seller, in Seller's reasonable discretion, and/or required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Purchaser-Village its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Purchaser-Village as of the Closing Date, subject only to the Permitted Exceptions.

Buyer shall deliver or cause to be delivered to the Title Company:

- the balance of the Purchase Price, plus or minus prorations;
- counterpart originals of Seller's closing statement;

- ALTA Statement and such other standard closing documents or other documentation approved by Purchaser, in Purchaser's reasonable discretion, and/or as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

The parties shall jointly deposit fully executed State of Illinois Transfer Declarations, County Transfer Declarations, local Transfer Declarations, if any and a Grantor and Grantee Statement.

Each Party shall be responsible for their own attorneys' fees and normal closing costs in closing the transaction contemplated under this Agreement.

4. **TITLE COMMITMENT.** Within five (5) days of the Effective Date of this Agreement, the Village shall obtain, at its sole cost and expense, a title commitment (the "Title Commitment") issued by Stewart Title Guaranty Company (the "Title Company") for the Drive Parcel to be conveyed, together with copies of all underlying title documents listed in the Title Commitment (the "Underlying Title Documents"), subject only to (i) covenants, conditions, restrictions and easements of record (ii) all applicable laws and ordinances affecting the Drive Parcel to be conveyed, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Drive Parcel; (iv) the restrictions and reservations, if any, contained in the Deed; (v) 2018 general real estate taxes not yet due and payable, if applicable, and subsequent years; and (vi) acts done or suffered by or judgments against the Purchaser-Village (collectively, the "Permitted Exceptions"). If Purchaser-Village requires extended coverage such cost shall be borne by the Village. If the Title Commitment, Underlying Title Documents or the Survey (as defined below) disclose exceptions to title which are not acceptable to Purchaser-Village (the "Unpermitted Exceptions"), Purchaser-Village shall have two (2) days from the later of (i) the delivery of the Title Commitment and the Underlying Title Documents, (ii) the Survey, or (iii) ten (10) days from the Effective Date of this Agreement to object to the Unpermitted Exceptions. Purchaser-Village shall provide the Seller-LLC with a title and survey objection letter (the "Purchaser's Objection Letter") listing those matters which are not acceptable to Purchaser-Village. Seller-LLC shall have three (3) days from the date of delivery of the Objection Letter ("Seller's Cure Period") to elect, by written notice to Village, whether to (i) prior to the Closing Date, use its best efforts to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or (ii) not cure such matters which are not acceptable to Purchaser-Village. In the event that Seller-LLC fails to provide written notice to Purchaser-Village, then Seller-LLC shall be deemed to have elected not to cure such matters. In the event that Seller-LLC elects to, prior to the date of Closing, to use its best efforts to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, then, in such event, the time of Closing shall be extended ten (10) days (the "Extended Title Closing Date") after Purchaser-Village's receipt of Seller-LLC's notice to permit Seller to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions. In the event that Seller is unable to have a proforma title policy (the "Proforma Title Policy") issued reflecting that Seller has caused the Unpermitted Exceptions to be removed or that Seller-LLC has cured such Unpermitted Exceptions or that the Title Company has committed to insure against loss or damage that may be occasioned by such Unpermitted Exceptions on or prior to the Extended Title Closing Date, then Purchaser-Village shall be permitted to either (i) elect to terminate this Agreement or (ii) accept title to the Drive Parcel subject to the Unpermitted Exceptions and proceed toward Closing. If Seller-LLC elects not to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, the Purchaser-Village may elect to either (i) terminate this Agreement or (ii) to take title to the Drive Parcel subject to the Unpermitted Exceptions. All Unpermitted Exceptions which the Title Company commits to insure with the approval of the Purchaser-Village shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. Seller-LLC shall furnish to the Purchaser-LLC an affidavit of title in customary form, reasonably acceptable to Purchaser-LLC.
5. **SURVEY.** Within ten (10) days after the Effective Date of this Agreement, LLC shall provide to the Village a survey of the Drive Parcel (the "Survey") that is less than two years old, prepared by a surveyor licensed by the State of Illinois.
6. **CLOSING.** The time of closing (the "Closing") on the Drive Parcel shall be fourteen (14) days from the Effective Date of this Agreement (the "Closing Date") or on such other date mutually agreed upon by the Parties, at the office of the

Title Company or other location mutually agreed upon by the Parties, provided the terms and conditions set forth herein have been complied with.

7. **NO BROKER.** Each Party hereto hereby represents and warrants to the other that, in connection with each respective conveyance, no third-party broker or finder has been engaged or consulted by it or, through such Party's actions (or claiming through such Party), is entitled to compensation as a consequence of this transaction, other than CBRE, Inc. ("Broker"). Broker shall be paid a real estate commission by Seller-LLC pursuant to a separate agreement. Each Party hereby defends, indemnifies, and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third Parties claiming any right to a commission or compensation by or through acts of that Party or that Party's partners, agents or affiliates in connection with this Agreement. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.
8. **PRORATIONS.** At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Seller-LLC having the day prior to the Closing Day.
  - A. **Real Estate Taxes.** Real Estate Property Tax prorations shall be based upon 105% of the last ascertainable tax bill. Seller-LLC shall pay all special assessments levied prior to Closing regardless as to when due.
  - B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable, the parties shall prorate on the best available information.
9. **COMPUTATION OF TIME.** In computing any period of time pursuant to this Agreement, the date of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or a federal holiday in which event the period runs until the end of the next day which is not a Saturday, Sunday or such federal holiday.
10. **NO ESCROW.** The Parties agree that the Drive Parcel conveyance does not need to be closed through an escrow. Should one Party desire the conveyance to be closed through an escrow at the Title Company, the costs of the escrow closing shall be borne by the requesting Party.
11. **TIME OF ESSENCE.** Time is of the essence in carrying out the Drive Parcel conveyance set forth herein.
12. **NOTICE.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received if sent by fax or email, with an additional copy sent by certified mail, return receipt requested, addressed as follows:

If to Seller-LLC:

DD Tinley Park, LLC  
Attention: James D. Palermo, Esq.  
15436 North Florida Avenue, Suite 200  
Tampa, Florida 33613  
FAX: 813-969-2871  
Email: JPalermo@DeBartoloHoldings.com

With copy to:  
Gray Robinson, P.A.  
Attention: Joseph P. Covelli, Esquire  
401 East Jackson Street, Suite 2700  
Tampa, Florida 33602  
FAX: 813-273-5145  
Email: joseph.covelli@gray-robinson.com

If to the PURCHASER-VILLAGE: [PLEASE CONFIRM]

VILLAGE Manager  
VILLAGE of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477  
FAX: 708-444-5099  
Email: sniehaus@tinleypark.org

with copies to:

Patrick G. Connelly  
Peterson, Johnson & Murray Chicago, LLC  
200 West Adams St., Suite 2125  
Chicago, IL 60608  
FAX: (312) 896-9318  
Email: pconnelly@pjmchicago.com

13. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The venue for any action or proceeding arising out of, or related to, this Agreement shall be in Cook County, Illinois.
14. **EXEMPT.** The Parties acknowledge that as the Village is an Illinois municipal corporation, the conveyance of the Drive Parcel is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). The Seller-LLC is obligated to furnish completed Real Estate Transfer Declarations signed by the Parties or their agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.
15. **VILLAGE APPROVAL.** As the Village is an Illinois Municipal Corporation, this Agreement is subject to the approval of, and is not enforceable until, the Agreement is approved at an open meeting by the Village President and Board of Trustees and executed by the Village President. If such approval is not so received on or before September 28, 2018 (the "Approval Date"), this Agreement shall be null and void and without any further force and effect; provided, however, Seller-LLC shall have the right to extend the Approval Date by a period of thirty (30) days by providing written notice of Seller-LLC's election to extend the Approval Date to the Village no less than three (3) business days prior to the Approval Date.
16. **AMENDMENT.** This Agreement embodies the entire agreement between the Parties hereto with respect to the conveyance of the Drive Parcel. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be made or claimed by either of the Parties, and no notices of any extension, change, modification or amendment made or claimed by either Party (except with respect to permitted unilateral waivers of conditions precedent by a Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by both Parties.
17. **RIGHT OF WAIVER.** Each and every condition of the Closing other than the Buyer's duties at closing is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition of Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in a writing signed by Buyer and delivered to Seller.
19. **PROPERTY SOLD "AS-IS": PURCHASER-VILLAGE ACKNOWLEDGEMENT OF USE AND CONDITION OF PROPERTY.** Purchaser-Village has inspected the Drive Parcel which is being sold in "AS IS" condition with all faults and accepts the Drive Parcel in its condition as of the Effective Date of this Agreement. The Purchaser-Village expressly waives any claims against the Seller-LLC and its respective agents, employees, officers, directors, successors and assigns for any defects that may exist or be discovered by the Purchaser-Village. The Purchaser-Village acknowledges that the Seller-LLC makes no representations or warranties of any type, either express or implied, with respect to any legal encumbrances or restrictions ("Encumbrances") on the Drive Parcel of any kind and waives any and all claims against the Seller-LLC and its respective agents or employees resulting from any Encumbrances. Purchaser-Village has not relied on any information provided by the Seller-LLC in connection with this transaction.



20. **EXHIBITS.** The following Exhibits, Schedules, Riders or attachments are attached and made a part hereof by reference:

Exhibit A – Legal Description – Drive Parcel

21. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date that the authorized signatories of Purchaser-Village shall sign the Agreement, which date shall be the date stated below the Purchaser-Village's signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**LLC:**


DD TINLEY PARK, LLC, a Florida limited liability company

By: DeBartolo Development, LLC, a Delaware limited liability company, its Manager

By:   
Name: James D. Palermo  
Title: Executive Vice President

DATE: 9/19/2018

**ATTEST:**

By:   
Name: Joanne Petrella  
Title: \_\_\_\_\_

DATE: 9/19/18

**VILLAGE:**

VILLAGE OF TINLEY PARK, Cook and Will Counties, Illinois, an Illinois Municipal corporation

By:   
Name: Jacob Vandenberg  
Title: Village President

DATE: 9-18-2018

**ATTEST:**

By:   
Name: Kristin Thibault  
Title: Village Clerk

DATE: 9-18-2018

**Exhibit A**  
**Legal Description of Drive Parcel**

**PARCEL 1:**

**LOT 2 IN MILLENNIUM LAKES SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 6 NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED IN JUNE 18, 1999 AS DOCUMENT NUMBER 99587379, EXCEPT THAT PART THEREOF DEDICATED PER DOCUMENT NUMBER 0334319089, IN COOK COUNTY, ILLINOIS,**

**EXCEPTING THE FOLLOWING:**

**THAT PART OF LOT 2 IN MILLENNIUM LAKES SUBDIVISION, IN THE NORTHWEST QUARTER OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DEDICATED FOR PUBLIC STREET PER DOCUMENT 0334319089, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1999, AS DOCUMENT NO. 99587379, BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01 DEGREE 07 MINUTES 10 SECONDS EAST 112.83 FEET, ALONG THE EAST LINE OF SAID LOT 2; THENCE SOUTH 43 DEGREES 52 MINUTES 50 SECONDS WEST 85.00 FEET, ALONG SAID EAST LINE OF LOT 2; THENCE SOUTH 01 DEGREE 07 MINUTES 10 SECONDS EAST 83.77 FEET, ALONG SAID EAST LINE OF LOT 2; THENCE SOUTH 88 DEGREES 52 MINUTES 50 SECONDS WEST 225.73 FEET; THENCE NORTH 71 DEGREES 11 MINUTES 43 SECONDS WEST 116.88 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CONVENTION CENTER DRIVE, THEREFORE RECORDED JUNE 18, 1999, AS DOCUMENT NO. 99587380; THENCE NORTHEASTERLY 88.66 FEET, ALONG SAID RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT WITH A RADIUS 249.00 FEET AND THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES 04 MINUTES 52 SECONDS EAST 88.19 FEET, ALONG SAID RIGHT-OF-WAY LINE, TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREE 07 MINUTES 10 SECONDS WEST 64.82 FEET, ALONG SAID TANGENT LINE AND SAID RIGHT-OF-WAY LINE, TO THE EASTERLY RIGHT-OF-WAY LINE OF DOCUMENT NO. 0334319089; THENCE NORTH 20 DEGREES 21 MINUTES 16 SECONDS EAST 54.59 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 86 DEGREES 35 MINUTES 17 SECONDS EAST 360.45 FEET, ALONG SAID NORTH LINE OF LOT 2, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.**

**AND FURTHER EXCEPTING THE FOLLOWING:**

**THAT PART OF LOT 2 IN MILLENNIUM LAKES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 18, 1999 AS DOCUMENT NUMBER 99587379, IN COOK COUNTY, ILLINOIS; MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 60 DEGREES 49 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 113.31 FEET TO A BEND POINT IN SAID LINE; THENCE SOUTH 88 DEGREES 52 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 208.00 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 50 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 38.00 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST,**

PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 195.00 FEET TO A TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID TANGENTIAL CURVE, HAVING A RADIUS OF 85.00 FEET, AN ARC LENGTH OF 75.50 FEET, A CHORD BEARING OF NORTH 24 DEGREES 19 MINUTES 35 SECONDS EAST AND A CHORD LENGTH OF 73.04 FEET TO A TANGENTIAL LINE; THENCE NORTH 49 DEGREES 46 MINUTES 21 SECONDS EAST ALONG SAID TANGENTIAL LINE, A DISTANCE OF 156.00 FEET; THENCE SOUTH 40 DEGREES 13 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 38.00 FEET; THENCE NORTH 49 DEGREES 46 MINUTES 21 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 56.00 FEET; THENCE NORTH 24 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 143.66 FEET TO A LINE 162.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 41.25 FEET TO A LINE 576.25 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 52 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 162.50 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 07 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 423.27 FEET TO THE MOST NORTHERLY CORNER OF OUTLOT A IN SAID MILLENNIUM LAKES SUBDIVISION; THENCE SOUTH 24 DEGREES 20 MINUTES 42 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 232.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**AND FURTHER EXCEPTING:**

THAT PART OF LOT 2 IN MILLENNIUM LAKES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 18, 1999 AS DOCUMENT NUMBER 99587379, IN COOK COUNTY, ILLINOIS; MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 60 DEGREES 49 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 113.31 FEET TO A BEND POINT IN SAID LINE; THENCE SOUTH 88 DEGREES 52 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 208.00 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 50 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 38.00 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 195.00 FEET TO A TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID TANGENTIAL CURVE, HAVING A RADIUS OF 85.00 FEET, AN ARC LENGTH OF 75.50 FEET, A CHORD BEARING OF NORTH 24 DEGREES 19 MINUTES 35 SECONDS EAST AND A CHORD LENGTH OF 73.04 FEET TO A TANGENTIAL LINE; THENCE NORTH 49 DEGREES 46 MINUTES 21 SECONDS EAST ALONG SAID TANGENTIAL LINE, A DISTANCE OF 156.00 FEET TO THE POINT OF BEGINNING ;THENCE SOUTH 40 DEGREES 13 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 38.00 FEET; THENCE NORTH 49 DEGREES 46 MINUTES 21 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 56.00 FEET; THENCE NORTH 24 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 3.85 FEET; THENCE NORTH 40 DEGREES 13 MINUTES 38 SECONDS WEST, 36.34 FEET; THENCE SOUTH 49 DEGREES 46 MINUTES 21 SECONDS WEST, 59.47 FEET TO THE POINT OF BEGINNING

**PARCEL 2:**

THAT PART OF LOT 2 IN MILLENNIUM LAKES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 18, 1999 AS DOCUMENT NUMBER 99587379, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 60 DEGREES 49 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 113.31 FEET TO A BEND POINT IN SAID LINE; THENCE SOUTH

88 DEGREES 52 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 208.00 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 52 MINUTES 50 SECONDS WEST, 38.00 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, 59.40 FEET; THENCE NORTH 88 DEGREES 52 MINUTES 50 SECONDS EAST, 38.00 FEET; THENCE SOUTH 01 DEGREES 07 MINUTES 10 SECONDS EAST, 59.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2018-O-052, "AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND DD TINLEY PARK, LLC, FOR THE PARCEL COMMONLY KNOWN AS THE CONVENTION CENTER OUT LOT," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 18, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18<sup>th</sup> day of September, 2018.

  
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KRISTIN A. THIRION, VILLAGE CLERK