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

RESOLUTION
NO.2020-R-096

**A RESOLUTION APPROVING THE ACCESS AND PARKING LEASE
AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC., AND THE
VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK
PARK AVENUE.**

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

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-096

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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 Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to enter into an agreement regulating the access and parking for the municipal parking lot located west of Oak Park Avenue and north of the Metra tracks; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE 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 Agreement attached hereto as Exhibit 1 and made a part hereof, is hereby approved and accepted, and the Village President is hereby authorized to execute the Agreement on behalf of the Village.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately up on its passage by the President and Board of Trustees and approval as provided by law.

That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20th day of October, 2020.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT None

APPROVED THIS 20th day of October, 2020.

By: 

Village President

ATTEST:

By: 

Village Clerk

STATE OF ILLINOIS)
COUNTY OF COOK) SS
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 Resolution No. 2020-R-096, "A RESOLUTION APPROVING THE ACCESS AND PARKING AGREEMENT BETWEEN ELEVATED ENTERPRISES, LLC., AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17344 OAK PARK AVENUE)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 20, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of October, 2020.


KRISTIN A. THIRION, VILLAGE CLERK

ACCESS AND PARKING LEASE AGREEMENT

17344 Oak Park Avenue (28-30-313-008-0000)

THIS AGREEMENT is made and entered into effect the 14th day of October 2020, by and between ELEVATED ENTERPRISES, LLC, hereinafter referred to as "Owner", and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation, hereinafter referred to as "Village."

In consideration of the rents and agreements herein contained, Owner agrees to lease to the Village the west twenty-four feet of Owner's property, hereinafter referred to as the "Current Access Premises", located at 17344 South Oak Park in the Village of Tinley Park, Illinois, described and depicted in "EXHIBIT A," for a term of twenty (20) years for use as a two-way access drive aisle. However, Owner shall have to the option to reconfigure the access drive aisle (the "Reconfiguration Option") as depicted in "EXHIBIT B", resulting in a twenty-foot one-way southbound drive aisle (hereinafter referred to as the "Reconfigured Access Premises"). The Village agrees to lease to the Owner three parking spaces, as depicted in "EXHIBIT C" attached hereto (hereinafter referred to as the "Parking Premises") for use by Owner's tenants. This Agreement is subject to the following terms and conditions:

1. The Village enters this Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois.
2. The term of this lease shall be for a period of twenty (20) years, commencing on October 10, 2020, and terminating on October 9, 2040.
3. The Village agrees to pay to the Owner for the use of the Current Access Premises and, in the event of its construction, the Reconfigured Access Premises (collectively the "Access Premises") an annual rent of \$1.00; the Owner agrees to pay to the Village for the use of the Parking Premises an annual rent of \$1.00.
4. The Village shall have the right to terminate this Agreement for any reason upon thirty (30) days prior written notice to the Owner.
5. The Village covenants and agrees to use and to occupy the Access Premises only for an access drive aisle; the Owner covenants and agrees to use and occupy the Parking Premises only for tenant parking.
6. The Owner covenants and agrees that it shall continue to preserve the twenty-four-foot two-way Current Access Premises drive aisle as an unobstructed drive aisle as depicted in Exhibit A unless the Owner exercises its Reconfiguration Option to construct the Reconfigured Access Premises.
7. In the event that Owner exercises its Reconfiguration Option to construct the access drive aisle as the Reconfigured Access Premises, the Owner covenants and agrees that it shall pay all costs related to constructing the twenty foot one-way access drive aisle including, but not limited, to the reconfiguration of the parking stalls west of the drive aisle (including the Parking Premises), the entrance from 173rd Place including new curb, any requisite utility relocation, all curb

reconstruction on and off-site required for the reduction in aisle width, and signage. The Owner shall identify the three tenant parking spaces on the Parking Premises with appropriate signage for the exclusive use by the three residential tenants located on the second floor of 17344 Oak Park Avenue.

8. The Owner, during the entire term of the Agreement, shall monitor and remove all rubbish and debris from the Access Premises and Parking Premises generated by the commercial businesses and residential tenants located at 17344 Oak Park Avenue, Tinley Park, Illinois.

9. The Village will maintain a centralized dumpster area depicted in "EXHIBIT D" attached hereto. The Owner shall monitor and be responsible for removal of all rubbish and debris placed in the dumpster area.

10. The Village shall have the right to make alterations, improvements and repairs to the Access Premises in order to maintain access to the municipal parking lot, including but not limited to: seal coating and/or repaving; striping; installing all necessary signage and overhead parking lot lighting; landscaping; and performing snow removal and landscape maintenance during the term of this Agreement.

11. The Owner and the Village covenants with each other that upon performing and observing the covenants and conditions on their respective parts as contained herein, shall and may peaceably and quietly have, hold, and enjoy the premises for the term described without any interruption by either party. Neither party will cause nor suffer any nuisance on the premises set forth above.

12. In the event Owner elects not to exercise its Reconfiguration Option, Owner shall continue to maintain the Current Access Premises in its current condition. Owner's failure to construct the Reconfigured Access Premises shall not constitute a breach of this Agreement, and Village's lease of the Access Premises shall continue for the term of this Agreement.

13. Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

OWNER:

Thomas H. Hynes
PARTNER
Elevated Enterprises LLC
11105 S. Nashville Ave.
Worth IL 60482

With a copy to:

VILLAGE: Village of Tinley Park
David Niemeyer
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
dniemeyer@tinleypark.org
Fax: (708) 444-5099

With a copy to: Peterson Johnson & Murray, LLC
Kevin Kearney
200 W Adams, Suite 2125
Chicago, Illinois 60606
kkearney@pjmlaw.com
Fax: (312) 896-9318

14. Except as to any negligence of the Owner, the Village shall protect, indemnify and save harmless the Owner from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Village or any person claiming through or under the Village.
15. If any provision of this Agreement is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by both parties that the remainder of this Agreement shall not be affected.
16. No current or future member of the Village or the Board of Trustees, commission or agency, official, or employee of the Village shall have any personal interest, direct or indirect, in this Agreement. Nor shall any current or future member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No current or future member, official, or employee of Village shall be personally liable to the Owner, or to any successor in interest, to perform any commitment or obligation of the Village under the Agreement nor shall any such person be personally liable in the event of any default or breach by the Village.
17. Owner represents and warrants that it has full corporate right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement. Owner further represents and warrants that all corporate action necessary for the execution, delivery, and performance of this Lease by the Owner has been taken, and that this Agreement is the legally binding obligation of Owner, enforceable in accordance with its terms.

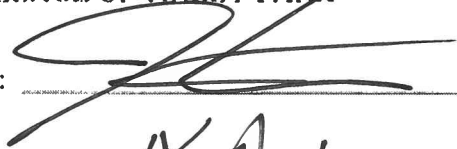
18. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed and delivered as of the Execution Date.

OWNER:

VILLAGE OF TINLEY PARK

By: *Thomas Hynes* PARTNER
Kevin Hynes PARTNER

By: 

Attest: 

Attest: 

Date: 10-14-2020

Date: 10-20-2020

EXHIBIT B
Reconfigured Access Premises

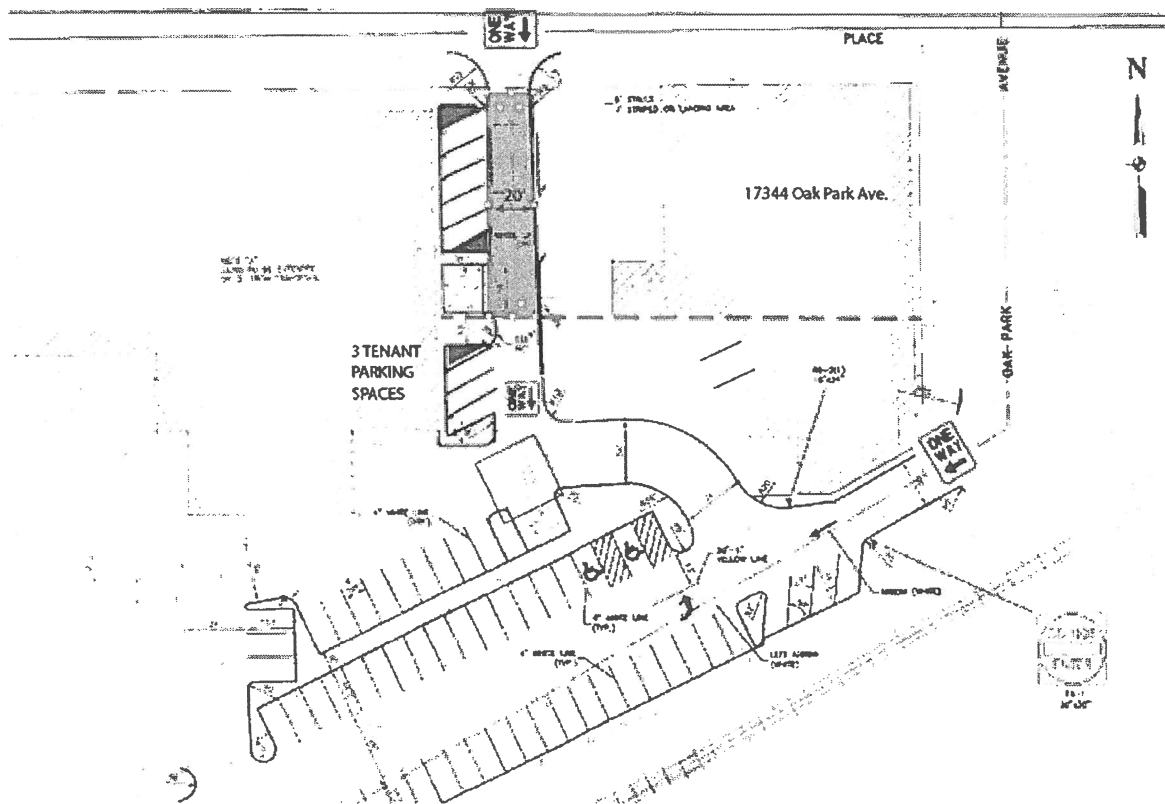


EXHIBIT C
Parking Premises

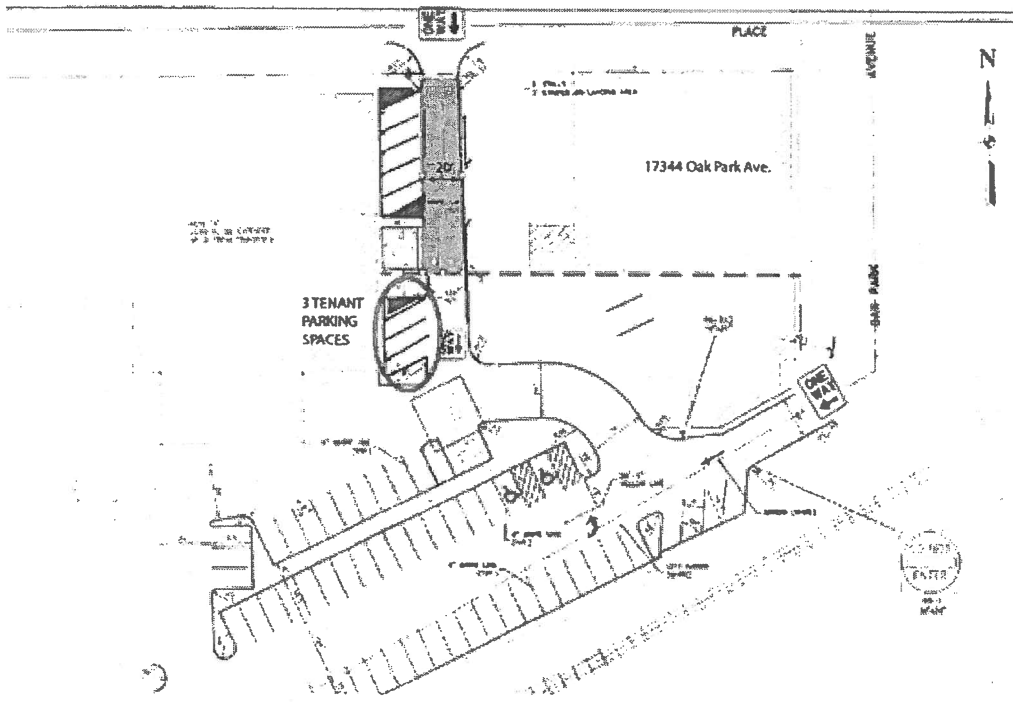


EXHIBIT D
Trash Enclosure

