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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION**

**NO. 2021-R-034**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT  
FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159<sup>TH</sup> AND  
HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND JMW  
PROPERTIES, LLC FOR PROPERTY AT 7061-7063 159<sup>TH</sup> STREET.**

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**MICHAEL W. GLOTZ, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEN M. SULLIVAN  
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  
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. 2021-R-034**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT  
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HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND JMW  
PROPERTIES, LLC FOR PROPERTY AT 7061-7063 159<sup>TH</sup> STREET.**

**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 Village of Tinley Park (“Village”) and JMW Properties, LLC (“JMW”) have negotiated and now desire to enter into a Tax Increment Financing Redevelopment Agreement (“Agreement”) pertaining to the economic development and revitalization of certain areas of the Village located within the 159<sup>th</sup> and Harlem TIF District (“TIF District”), attached hereto as Exhibit 1; and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5 of the Illinois Municipal Code in conjunction with 65 ILCS 5/11-74.4-1 *et seq.* (“TIF Act”) the Village is authorized to appropriate and expend funds necessary for economic development and revitalization of real property within said TIF District; and

**WHEREAS**, it is the intent of the Village and JMW, pursuant to said Agreement, to promote the economic development and revitalization of certain real property located at 7061-7063 159<sup>th</sup> Street, Tinley Park, Illinois, PIN: 28-19-100-057-0000 and 28-19-100-058-0000; 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 said Village of Tinley Park and its residents to enter into this Agreement with JMW; 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:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement between

the Village and JMW, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

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

**SECTION 4:** 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 1<sup>st</sup> day of June, 2021.

AYES: Brady, Brennan, Galante, Moahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 1<sup>st</sup> day of June, 2021.

  
VILLAGE PRESIDENT

ATTEST:

  
DEPUTY VILLAGE CLERK

# **EXHIBIT 1**

**RESOLUTION 2021-R-034 AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159<sup>TH</sup> AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND JMW PROPERTIES, LLC FOR PROPERTY AT 7061-7063 159<sup>TH</sup> STREET.**



5/26/21

**VILLAGE OF TINLEY PARK  
TAX INCREMENT FINANCING  
REDEVELOPMENT AGREEMENT  
(7061-7063 159<sup>th</sup> STREET)**

**THIS REDEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into this 1st day of June, 2021 (the “Effective Date”), by and between the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (the “Village”) and **J-M-W PROPERTIES, LLC**, a Delaware limited liability company (the “Developer”), (the Village and Developer are hereinafter sometimes collectively referred to as the “Parties,” and individually as a “Party”, as the context may require).

**W I T N E S E T H:**

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (the “Act”), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 159th Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street), the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west (the “Redevelopment Project Area”). The Redevelopment Project Area is legally described and depicted in **Exhibit A** attached hereto and made apart hereof; and

**WHEREAS**, on August 18, 2020, the President and Board of Trustees (the “Corporate Authorities”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the “TIF Ordinances”): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving

the 159<sup>th</sup> and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

**WHEREAS**, Chicago Trust Company, N.A. as Successor to Beverly Bank as Trustee under #8-2120 is the fee title holder of the property legally described and depicted in **Exhibit B** attached hereto and made apart hereof (“Property”); and

**WHEREAS**, the Property is located within the boundaries of the Redevelopment Project Area; and

**WHEREAS**, the Property is currently improved with an out of date, underperforming shopping center which was originally built in approximately 1971 and which currently consists of 124,213 square feet of retail space and outparcels (the “Shopping Center”); and

**WHEREAS**, the inline Shopping Center building will become vacant as of October 2021 when the leases for Hobby Lobby and Burlington Coat Factory (the “Current Tenants”) expire. Burlington Coat Factory is downsizing and relocating their store to the adjacent shopping center directly south of their current location. But for the Developer making certain improvements (replacement of roof, parking lot and landscape enhancements), Hobby Lobby and the new tenant, Floor & Décor, would not commit to signing a new lease.

**WHEREAS**, faced with significant existing and prospective vacancies, the Developer proposes to undertake a major capital investment in the Property and the Shopping Center, including the tear off and reconstruction of the entire roof system, parking lot upgrades that include landscaping, and sidewalk replacement in front of shopping center to comply with ADA requirements (the “Project”). These improvements were necessary to accommodate Floor & Décor who will occupy 70,323 square foot (the “Retail Tenant”) and

48           **WHEREAS**, the Village has approved the site plans, and landscape plans as for the Project,  
49   attached hereto as **Exhibit C**, as may be amended from time to time, are referred to herein as the  
50   “Project Plans”; and

51           **WHEREAS**, the Developer has estimated that the hard and soft costs for the Project are  
52   approximately \$2.27 million (the “Project Budget”) as set forth on **Exhibit D** attached hereto; and

53           **WHEREAS**, to facilitate the development and construction of the Project and subject to  
54   and in accordance with the terms of this Agreement, the Village has agreed to reimburse the  
55   Developer for certain Project costs solely from Available Incremental Taxes, as those terms are  
56   defined below; and

57           **WHEREAS**, the Developer has agreed to develop and construct the Project in accordance  
58   with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village  
59   has granted relief therefrom), as applicable to the Project Plans, and all other governmental  
60   authorities having jurisdiction over the Property and the Project; and

61           **WHEREAS**, the Developer represents and warrants to the Village, and the Village finds  
62   that, but for the financial assistance to be provided by the Village to the Developer pursuant to this  
63   Agreement, the Project, would not be economically viable and, concomitantly, it is not reasonably  
64   anticipated that the Developer would develop and construct the Project as contemplated; and

65           **WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the  
66   Village for consideration and review, and the Corporate Authorities and the Developer have taken  
67   all actions required to be taken prior to approval and execution of this Agreement in order to make  
68   the same binding upon the Village and the Developer according to the terms hereof; and

69           **WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration,  
70   have concluded that (A) the Developer meets high standards of creditworthiness on the basis it

will deploy its own capital to finance the Project (B) the development and construction of the Project as provided herein will avoid significant vacancies at the Shopping Center, further the growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, increase sales tax revenue, foster increased economic activity within the Village's commercial sectors, increase employment opportunities within the Village by creating and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping Center and other retail properties in the Village, is in the best interest of the Village, and is otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers; and (C) without the financial assistance contemplated by this Agreement, the Project would not be feasible; and

**WHEREAS**, pursuant to its Authority under (A) the Act; (B) its home rule powers under the Article VII, Section 6 of the Illinois Constitution; and (C) Economic Development Act of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5 pertaining to economic incentive agreements, the Village wishes to enter into this Agreement with the Developer.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as follows:

**ARTICLE I**  
**RECITALS PART OF THE AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II  
DEVELOPER OBLIGATIONS

2.1 **Developer Obligations and Agreements.** In consideration of the substantial commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill, or has fulfilled, the following obligations:

A. The Developer shall construct the Project substantially in accordance with the Project Plans, and the Developer shall use commercially reasonable efforts to complete the Project on or before December 31, 2021, subject to any Force Majeure Delays (as defined below) and extraordinary construction delays; provided, however, that if Developer has not commenced construction of the Project on or before August 31, 2021, either Party shall have the right to terminate this Agreement. The Developer shall use commercially reasonable efforts to resurface the entire parking lot generally described on **Exhibit G** hereto ("Phase II Work") on or before December 31, 2024, subject to any Force Majeure Delays (the "Phase II Work Date").

B. The Developer will exercise reasonable efforts to advance, or cause other parties to advance the funds necessary to construct and complete the Project and the Phase II Work.

C. The Developer will exercise reasonable efforts to secure or cause to be secured, all required permits, entitlements, authorizations and approvals necessary or required to construct and complete the Project and the Phase II Work.

119           D.     In the event a claim is made against the Village, its officers, officials, agents  
120                     and employees or any of them, or if the Village, its officers, officials, agents  
121                     and employees or any of them (the “Indemnified Party” or “Indemnified  
122                     Parties”), is made a party-defendant in any proceeding arising out of or in  
123                     connection with the Developer’s construction, operation, duties, obligations  
124                     and responsibilities under the terms of this Agreement, the Project or the  
125                     Phase II Work including, but not limited to, any claim or cause of action  
126                     concerning construction of the Project or Phase II Work and, matters  
127                     pertaining to hazardous materials and other environmental matters in  
128                     existence as of the date of this Agreement, to the extent permitted by law,  
129                     the Developer shall indemnify, defend and hold harmless the Indemnified  
130                     Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes,  
131                     judgments, costs, fines, fees, including expenses and reasonable attorney’s  
132                     fees, in connection therewith (collectively, “Losses”); provided, however,  
133                     that to the extent that any Losses are caused by the negligence, fraud or  
134                     willful misconduct of one or more Indemnified Parties, the Developer shall  
135                     have no obligation to indemnify such Indemnified Parties for any such  
136                     Losses. Any such Indemnified Party may obtain separate counsel to  
137                     participate in the defense thereof at his or her own expense. The  
138                     Indemnified Parties shall cooperate in the defense of such proceedings and  
139                     be available for any litigation related appearances which may be required.  
140                     Further, the Developer shall be entitled to settle any and all claims for  
141                     money, in such amounts and upon such terms as to payment as it may deem

appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the Village nor any of the other Indemnified Parties shall be required to contribute to such settlement except to the extent that Losses that are the subject of the settlement are caused by the negligence, fraud or willful misconduct of an Indemnified Party.

E. Notwithstanding anything herein to the contrary, none of the Indemnified Parties shall be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that, except where due to the negligence, fraud or willful misconduct of one or more of the Indemnified Parties, all or any part of the Act, or any of the TIF Ordinances or other ordinances of the Village adopted in connection with either the Act or this Agreement, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 2.1.E shall limit otherwise permissible claims by the Developer against the Village or actions by the Developer seeking specific performance of this Agreement or payment of amounts due in the event of a breach of this Agreement by the Village.

F. Upon reasonable notice, the Village Manager, or his designee, shall have access to all portions of the Project while it is under construction during normal business hours for the purpose of determining compliance with this Agreement, applicable laws and applicable regulations; provided, however, that any such person(s) shall comply with all construction site rules and regulations while such person(s) is on or near the Property. Additionally, the Developer shall keep and maintain detailed accountings of expenditures demonstrating the total actual costs of the Developer's Project and Phase II Work costs. All such books, records and other documents, including but not limited to the general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, and documentation evidencing that the Developer has incurred and paid any expense for which reimbursement as the Developer's Project and Phase II Work costs, including Redevelopment Project Costs, is sought by Developer hereunder shall be made available in electronic format for inspection, copying, audit and examination by an authorized representative of the Village for a period of one (1) year after issuance of the Certificate of Completion (as defined below). The Village shall treat all such information as confidential business materials, the disclosure of which would cause the Developer competitive harm. As such, the Village shall not disclose any such information pursuant to a Freedom of Information Act request unless compelled to by the Attorney General or a court of competent jurisdiction.



- 187                   G.     The Developer shall cooperate with the Village and provide the Village with  
188                             the information in Developer’s possession or control required and necessary  
189                             under the Act to enable the Village to comply with the Act and its  
190                             obligations under this Agreement.
- 191                   H.     The Developer shall comply with the fair employment/affirmative action  
192                             principles contemplated by the Act and the TIF Ordinances, and with all  
193                             applicable federal, state and municipal regulations in connection with the  
194                             construction of the Project.
- 195                   I.     The Developer has furnished to the Village a Project Budget showing total  
196                             costs for the Project and the Phase II Work in the amount of \$2.27 million  
197                             as set forth in **Exhibit D**. The Developer hereby certifies to the Village that,  
198                             to the best of the Developer’s knowledge as of the date of this Agreement,  
199                             the Project Budget is true, correct and complete, good faith estimates in all  
200                             material respects.

201           2.2     **Representations and Warranties About Ownership.** The Developer represents,  
202     warrants and covenants that, to its knowledge, no member, official, officer, employee of the  
203     Village, or any commission or committee exercising authority over the Project or the Property, or  
204     any consultant hired by the Village or the Developer with respect thereto, owns or controls or has  
205     owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,  
206     or will own or control any interest in the Project, and that this Agreement will not violate Section  
207     5/11-74.4-4(n) of the Act. Any representation or warranty made “to Seller’s actual knowledge” or  
208     similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2,  
209     “knowledge” shall mean and refer only to the actual knowledge of the Developer’s general counsel

and shall not be construed to refer to the knowledge of any other member, partner, officer, director, agent, employee or representative of the Developer or any affiliate of the Developer.

2.3 **Disclosure.** In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of the Developer. The sworn affidavit shall be substantially similar to the one attached as **Exhibit E**, attached hereto and made a part of this Agreement.

2.4 **Third Parties and Sublessees.** Developer warrants and covenants that certain third parties, namely Rubloff Development Group, Inc., Wildcat Capital Enterprises, and any other parties, assigns, and sublessees, do not have an ownership interest in the Property and are not parties to this Agreement. The Developer represents, warrants and covenants that it has the authority to enter into the Agreement.

### ARTICLE III VILLAGE OBLIGATIONS

3.1 **Village Economic Assistance.** In consideration of the substantial commitment of the Developer to the development and construction of the Project and the undertaking of the Phase II Work and in order to induce the Developer to undertake the Project and the Phase II Work, the Village shall provide economic assistance to the Developer by reimbursing it for up to Nine Hundred and Sixty Thousand Dollars and No Cents (\$960,000) in Project and Phase II Work costs, or forty three percent (43%) of the Actual Project Costs, as defined in Section 3.6(A) below, whichever is lesser (the "Maximum Reimbursement Amount") by annual installment payments (the "Economic Assistance"). The Economic Assistance shall be comprised of Available

Incremental Taxes, as defined in Section 3.2 below. The Maximum Reimbursement Amount shall be reimbursed, to the extent the Developer has incurred Redevelopment Project Costs, by Available Incremental Taxes. By way of example:

Estimated Redevelopment Project Costs are \$1.2 million or eighty percent of the Actual Redevelopment Costs, which will be paid from Available Incremental Taxes. The Maximum Reimbursement Amount shall always be \$960,000

**Available Incremental Taxes.** Following issuance of the Certificate of Expenditure, as defined below, the Village shall pay the Developer from Available Incremental Taxes generated during the Available Incremental Tax Term for Redevelopment Project Costs incurred by the Developer. The term “Available Incremental Taxes” shall mean seventy five percent (75%) of all net incremental ad valorem real property taxes received by the Village, if any, arising from the levies upon the Property attributable to the then current equalized assessed valuation of the Property over and above the initial equalized assessed value of the Property, all as determined pursuant to Section 5/11-74.4-8 of the Act and the TIF Ordinances. The Parties acknowledge that the initial equalized assessed value of the Property, as set forth in the TIF Ordinances, the term “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section 5/11-74.4-3(q) of the Act which are eligible for reimbursement under the Act and which have been approved in the TIF Ordinances. The term “Available Incremental Tax Term” shall mean that 10-year period, commencing December 1 of the first calendar year for which property taxes are payable based on an assessed value of the Property that takes into account the Project improvements, and ending 10 years thereafter; provided, however, that Developer will be entitled to Available Incremental Taxes for each of the ten years during the

Available Incremental Tax Term even if such Available Incremental Taxes in the last year have not yet been paid to Developer before the end of the Available Incremental Tax Term. [For example, if the Project is completed in calendar year 2021 and real estate taxes for calendar year 2021 payable in calendar year 2022 are based on an assessed value of the Property that takes into account the Project improvements, then the Available Incremental Tax Term will begin on December 1, 2022 and end on December 1, 2032.] The Parties anticipate that the Developer will incur approximately One Million Two Hundred Thirty-Five Thousand Dollars and No Cents (\$1,235,000) in Redevelopment Project Costs, as set forth in **Exhibit D** attached hereto and made a part hereof.

3.2 The Developer agrees and understands that: (1) the sole source of funds for payment of the Economic Assistance is expressly limited to Available Incremental Taxes; (2) the Developer is assuming the risk that Available Incremental Taxes generated during the term of this Agreement may be less than the Maximum Reimbursement Amount; (3) the Developer will have no right to compel the exercise of any taxing power of the Village for payment of any of the reimbursement amounts; (4) the Village's reimbursement obligations pursuant to this Agreement do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Village, the State of Illinois or any political subdivision thereof;

**3.3 Timing of Reimbursement Payments.**

A. Upon completion of the Project, the Developer shall submit a Certificate of Expenditure, substantially in the form set forth on **Exhibit F** (the "Certificate of Expenditure") to document and substantiate the amount of Project costs incurred by the Developer (the "Actual Project Costs"), including Redevelopment Project Costs. In addition to the Certificate of

Expenditure, the Developer's submission shall include such evidence reasonably acceptable to the Village that validates the Developer has incurred such Redevelopment Project Costs. Such evidence shall include, but is not limited to, owner's sworn statements, contractor and subcontractor lien waivers, invoices and cancelled checks related thereto, or such other documents as may be appropriate or required. The Village shall approve the Certificate of Expenditure within thirty (30) days of receipt, provided that all necessary and sufficient supporting documentation has been supplied by the Developer. All costs approved pursuant to a Certificate of Expenditure shall be included in the calculation of Actual Project Costs.

B. Upon completion of the Phase II Work, the Developer shall submit a Certificate of Expenditure to document and substantiate the amount of Phase II Work costs incurred by the Developer (the "Actual Phase II Work Costs"), including Redevelopment Project Costs. In addition to the Certificate of Expenditure, the Developer's submission shall include such evidence reasonably acceptable to the Village that validates the Developer has incurred such Redevelopment Project Costs. Such evidence shall include, but is not limited to, owner's sworn statements, contractor and subcontractor lien waivers, invoices and cancelled checks related thereto, or such other documents as may be appropriate or required. The Village shall approve the Certificate of Expenditure within thirty (30) days of receipt, provided that all necessary and sufficient supporting documentation

has been supplied by the Developer. All costs approved pursuant to a Certificate of Expenditure shall be included in the calculation of Actual Phase II Work Costs.

C. **Roof Replacement Reimbursement.** In the event that Hobby Lobby does not execute a lease by August 30, 2021, the Village's portion towards the roof reimbursement will reduce from 80% or \$388,000 to 50% or \$194,000 or whichever is less based on the final cost of the roof as described in **Exhibit D.** Developer shall consent to the recording of a lien upon the Property in an amount equal to the Village's reimbursement costs of the roof as follows: If either spaces are vacant for 18 consecutive months, the Village will lien the property for 50% of the total roof reimbursement. If both spaces are vacant for 18 consecutive months, 100% of the roof reimbursement will be liened. Developer agrees that in the event of a vacancy in the Shopping Center exceeding eighteen (18) months, it shall reimburse the Village one percent (1%) of the lien amount for every month of vacancy.

3.4 **Certificate of Completion.** Upon the Developer's written request, the Village shall issue to the Developer a Certificate of Completion in recordable form confirming that the Developer has fulfilled its obligation to complete the Project or the Phase II Work, as applicable, in accordance with the terms of this Agreement. The Village shall issue the Certificate of Completion only upon (i) the Village's determination of Developer's satisfactory completion of the Project or the Phase II Work, as applicable, and (ii) the Village's approval of a Certificate of Expenditure, as applicable for the Project. The Village shall respond to the Developer's written

request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a written statement detailing the ways in which the Project or the Phase II Work, as applicable does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the applicable Certificate of Completion. The Developer may resubmit a written request for a Certificate of Completion upon accomplishment of such measures.

**3.5 Developer Indemnification.** In the event a claim is made against the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them, or if the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them (the “Developer Indemnified Party” or “Developer Indemnified Parties”), is made a party-defendant in any proceeding arising out of or in connection with the Village’s duties, obligations and responsibilities under the terms of this Agreement to the extent permitted by law, the Village shall indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the Developer nor any of the other Developer Indemnified Parties shall be required to contribute to such settlement.

**ARTICLE IV  
AUTHORITY**

4.1 **Village Powers and Authority.** The Village hereby represents and warrants to the Developer that the Village has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.

4.2 **Developer Powers and Authority.** The Developer hereby represents and warrants to the Village that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

4.3 **Authorized Parties.** Except in cases where the approval or authorization of the Village's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the Village or the Developer is required, or the Village or the Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village Manager or his designee and for



the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

## ARTICLE V DEFAULTS AND REMEDIES

5.1 **Breach.** A Party shall be deemed to be in breach this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of any cure period applicable thereto.

5.2 **Cure of Breach.** Except as otherwise provided herein, prior to the time that a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in Section 5.1 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such notice; provided, however that if the Developer alleges that the Village has failed to pay Incremental Taxes as and when required, then the Village shall have thirty (30) days to cure such default. The prosecution of the conduct necessary to remedy the alleged breach must be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but the

tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. Notwithstanding the foregoing, the Village remedy for monetary breaches shall be limited to its actual (but not consequential) damages in an amount not to exceed its out-of-pocket expenses incurred in connection with this Agreement, including attorneys' fees. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 5.2 or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Notwithstanding anything herein to the contrary, in the event that the Developer fails to complete the Project, the Village's sole remedy shall be to withhold payment of Incremental Taxes.

**5.3 Default Shall Not Permit Termination of Agreement.** No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

**5.4 Right to Enjoin.** In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, any other Party shall have the right to apply to a

court of competent jurisdiction for an injunction against such violation or threatened violation,  
and/or for a decree of specific performance.

## **ARTICLE VI GENERAL PROVISIONS**

**6.1 Timing of Essence.** Time is of the essence of this Agreement. The Parties will  
make every reasonable effort to expedite the subject matters hereof and acknowledge that the  
successful performance of this Agreement requires their continued cooperation.

**6.2 Mutual Assistance.** The Parties agree to take such actions, including the execution  
and delivery of such documents, instruments and certifications (and, in the case of the Village, the  
adoption of such ordinances and resolutions), as may be necessary or appropriate from time to  
time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other  
in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or  
amend one or more of the TIF Ordinances if such revocation or amendment would prevent or  
impair the development of the Project in accordance with this Agreement or the Village's  
performance of its obligations hereunder. The Parties shall cooperate fully with each other in  
securing from any and all appropriate governmental authorities (whether federal, state, county or  
local) any and all necessary or required permits, entitlements, authorizations and approvals to  
develop and construct the Project.

**6.3 Force Majeure.** Neither the Village nor Developer nor any successor in interest  
to either of them shall be considered in breach of or in default of its obligations under this  
Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions,  
takings, and limitations arising subsequent, war, state or national emergency, government

mandated closures, damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder (in each case, a “Force Majeure Delay”). In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with Section 6.8. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay. Force Majeure Delays will not apply to a Party’s obligation under this Agreement to pay money to another Party.

6.4 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of

an ordinance or resolution of the Village approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest. Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment to this Agreement. In addition, the Village Manager may effect Minor Modifications to this Agreement without the same being deemed an amendment to this Agreement which requires action by the Village President and the Board of Trustees. For the purposes of this Agreement, the term “Minor Modification” means a modification or waiver of any requirement, specification, or other term set forth in this Agreement, consented to by the Parties in writing, whereby such modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

6.5 **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

6.6 **Severability.** If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.7 **Consent or Approval.** Except as otherwise specifically provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

6.8 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

488           6.9     **Notice.** Any notice, request, consent, approval or demand (each, a “Notice”) given  
489 or made under this Agreement shall be in writing and shall be given in the following manner: (A)  
490 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return  
491 receipt requested; or (C) by commercial overnight delivery of such Notice for next business day  
492 delivery. All Notices shall be delivered to the addresses set forth in this Section 6.8. Notice served  
493 by certified mail shall be effective on the fifth Business Day (as defined below) after the date of  
494 mailing. Notice served by commercial overnight delivery for next business day shall be effective  
495 on the next Business Day following deposit with the overnight delivery company. For purposes  
496 hereof, the first “business hour” of a Business Day shall be 8:00 a.m. Central time and the last  
497 “business hour” shall be 6:00 p.m. Central time. The term “Business Day” shall be Monday  
498 through Friday, excluding federal and State of Illinois holidays.

499 If to the Village:

500                     Village of Tinley Park  
501                     Attn: Village Manager  
502                     16250 South Oak Park Avenue  
503                     Tinley Park, Illinois 60477  
504                     dniemeyer@tinleypark.org

505 with a copy to:

506                     Peterson, Johnson & Murray Chicago, LLC  
507                     Attn: Kevin Kearney  
508                     200 West Adams Street, Suite 2125  
509                     Chicago, Illinois 60606  
510                     kkearney@pjmchicago.com

511 If to the Developer:

512                     J-M-W Properties, LLC  
513                     21 Tamarind Lane  
514                     Key Lago, FL 33037  
515                     Attn: Alan Silverman

516

with a copy to:

Michael Silverman  
28 South Madison Street  
Denver CO, 80209

Jim Beien  
3005 W. Catalpa Avenue  
Chicago, IL 60625

And to:

O'Rourke, Hogan, Fowler & Dwyer, LLC  
10 S. LaSalle Street, Suite 3700  
Chicago, IL 60603  
Attn: Howard Goldblatt

6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided, however, the Village's obligation to make a final reimbursement payment of Available Incremental Taxes under either Available Incremental Tax Term shall survive the term of the Agreement and the Developer's rights and remedies to enforce such obligation shall survive the term of the Agreement.

6.12 **Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

6.13 **Drafting.** Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

547           6.14    **Recording.** The Developer shall be permitted to record, at its costs and expense, a  
548 memorandum of this Agreement with the Cook County Recorder of Deeds.

549           6.15    **Covenants Run with the Land/Successors and Assigns.** It is intended that the  
550 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in  
551 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all  
552 such covenants shall run with and be enforceable against both the covenanted and the Property.  
553 Such covenants shall terminate upon termination or expiration of this Agreement. On or before  
554 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm  
555 termination of this Agreement which Developer may, at its sole cost and expense, record against  
556 the Property. This Agreement shall inure to the benefit of, and shall be binding upon each  
557 Developer and each Developer's respective successors, grantees and permitted assigns, and upon  
558 successor corporate authorities of the Village and successor municipalities.

559           6.16    **Assignment.** Prior to issuance of the Certificate of Completion, Developer may  
560 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an  
561 affiliate or party providing financing for the Project, without the prior express written consent  
562 of the Village. After to issuance of the Certificate of Completion, the Developer may assign  
563 this Agreement, or any rights of obligations hereunder, provided that the Developer delivers  
564 notice not more than thirty (30) days after such assignment taking effect.

565           6.17    **Partial Funding.** Except as otherwise set for in this Agreement, the Developer  
566 acknowledges and agrees that the economic assistance to be received by the Developer as set forth  
567 in this Agreement is intended to be and shall be a source of partial funding for the Project and  
568 agrees that any additional funding above and beyond said economic assistance shall be solely the  
569 responsibility of the Developer. The Developer acknowledges and agrees that the amount of



economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer, provided the Developer complies with the terms and provisions set forth in this Agreement. The Developer further acknowledges and agrees that the Village is not a joint developer or joint venturer with the Developer and the Village is in no way responsible for completion of any portion of the Project.

6.18 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorneys' and consultants' fees, in addition to whatever other relief the prevailing party may be entitled.

6.19 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

[SIGNATURE PAGES FOLLOW]

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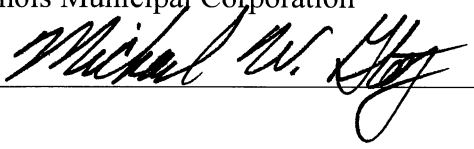
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598           **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all  
599 requisite authorizations as of the date first above written.

600

601   **VILLAGE OF TINLEY PARK,**  
602   an Illinois Municipal Corporation

603   By:   
604

605                           Village President

606   ATTEST:   
607                           Village Clerk  
608

**J-M-W Properties, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_

609 STATE OF ILLINOIS       )  
610                                       ) SS  
611 COUNTY OF COOK       )

612           I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
613 HEREBY CERTIFY that the above-named Michael W. Glotz is personally known to  
614 me to be the Village President of Village of Tinley Park and also personally  
615 known to me to be the same person whose name is subscribed to the foregoing instrument as such  
616 Village President and respectively, and that he appeared before me this day in person  
617 and severally acknowledged that, as such Village President, he signed and delivered  
618 the said instrument, pursuant to authority given by the limited partnership as his free and voluntary  
619 act, and as the free and voluntary act and deed of said Village President of said limited  
620 partnership, for the uses and purposes therein set forth.

621           GIVEN under my hand and official seal, this 6th day of August, 2021.

622 Commission expires 9/14/2023

Laura J Godette  
Notary Public



593

594

595

596

597

598           **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all  
599 requisite authorizations as of the date first above written.

600

601   **VILLAGE OF TINLEY PARK,**  
602   an Illinois Municipal Corporation

603   By: \_\_\_\_\_

604

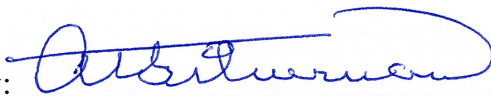
605                           Village President

606   ATTEST:

607   \_\_\_\_\_

608   Village Clerk

**J-M-W Properties, LLC,**  
a Delaware limited liability company

By:   
Name: ALAN SILVERMAN  
Its: mgr PARTNER,  
\_\_\_\_\_

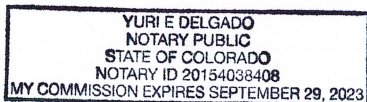
609 STATE OF ~~ILLINOIS~~ <sup>Colorado</sup> )  
610 ~~COOK~~ <sup>Denver</sup> ) SS  
611 COUNTY OF ~~COOK~~ )

612 I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
613 HEREBY CERTIFY that the above-named Alan Talbot Sherman is personally known to  
614 me to be the Managing Director of ILW properties LLC, and also personally  
615 known to me to be the same person whose name is subscribed to the foregoing instrument as such  
616 \_\_\_\_\_ and respectively, and that he appeared before me this day in person  
617 and severally acknowledged that, as such \_\_\_\_\_, he signed and delivered  
618 the said instrument, pursuant to authority given by the limited partnership as his free and voluntary  
619 act, and as the free and voluntary act and deed of said \_\_\_\_\_ of said limited  
620 partnership, for the uses and purposes therein set forth.

621 GIVEN under my hand and official seal, this 6<sup>th</sup> day of August, 2021.

622 Commission expires September 29, 2023

623 [Signature]  
Notary Public



## **EXHIBIT A**

### **Legal Description of Redevelopment Project Area**

**THOSE PARTS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, SECTION 18,  
TOWNSHIP 36 NORTH, RANGE 13, SECTION 19, TOWNSHIP 36 NORTH, RANGE 13,  
ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS  
MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID SUPER-K SUBDIVISION AND THE WEST LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO THE NORTH LINE OF SAID LOT 2;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO A WEST LINE OF LOT 3 IN SAID SUPER-K SUBDIVISION;

THENCE NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINES OF LOT 3 IN SAID SUPER-K SUBDIVISION, TO THE WESTERN MOST NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT 1 IN PARK PLACE SUBDIVISION AS PER PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT NUMBER 92914537;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION TO THE NORTH LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER 22379900;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER;

THENCE NORTHERLY ALONG SAID EAST LINE, AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SECTION 18, ALSO THE NORTHWEST CORNER OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 18, ALSO THE NORTH LINE OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF

THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO A POINT 15 FEET NORTH OF THE RIGHT OF WAY OF 159TH STREET AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 159TH STREET AND THE EAST LINE OF THE WEST 65 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG THE RIGHT OF WAY OF 159TH STREET, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE



EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED

APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, TO THE WESTERN MOST NORTHWEST CORNER OF OUTLOT C IN DUN RAVEN PLACE PHASE II AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NUMBER 0010908493;

THENCE SOUTHWESTERLY TO A POINT OF TANGENCY IN THE NORTH LINE OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216 BEING THE WESTERLY TERMINUS OF AN ARC HAVING A RADIUS OF 192.00 FEET AND AN ARC LENGTH OF 300.13 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY LIMITS OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS

352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264, TO THE WEST LINE OF SAID LOT 3, ALSO THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, ALSO THE WEST LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WESTERLY LINE OF CENTENNIAL DRIVE AS DEDICATED BY INSTRUMENT RECORDED JULY 9, 1980 AS DOCUMENT NUMBER 25509385;

THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHERLY ON THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524

(RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 2 ALL IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202, TO THE SOUTH LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH LINE, SOUTHEAST LINE AND EAST LINE OF BREMEN TOWN DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHERLY ALONG THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778 TO THE NORTH LINE OF LOT 16 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 16 AND THE NORTH LINE OF LOT 15 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

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THENCE NORTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17, AND THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EASTERN LIMITS OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18, THE NORTH LINE OF LOT 19, THE NORTH LINE OF LOT 20, THE NORTH LINE OF LOT 21 AND THE NORTH LINE OF LOT 26 ALL IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTH LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR

PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING, TO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222, TO THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020;

THENCE SOUTHERLY ALONG THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 83 THROUGH LOT 89 (BOTH INCLUSIVE) IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND T2419778.

ALSO,

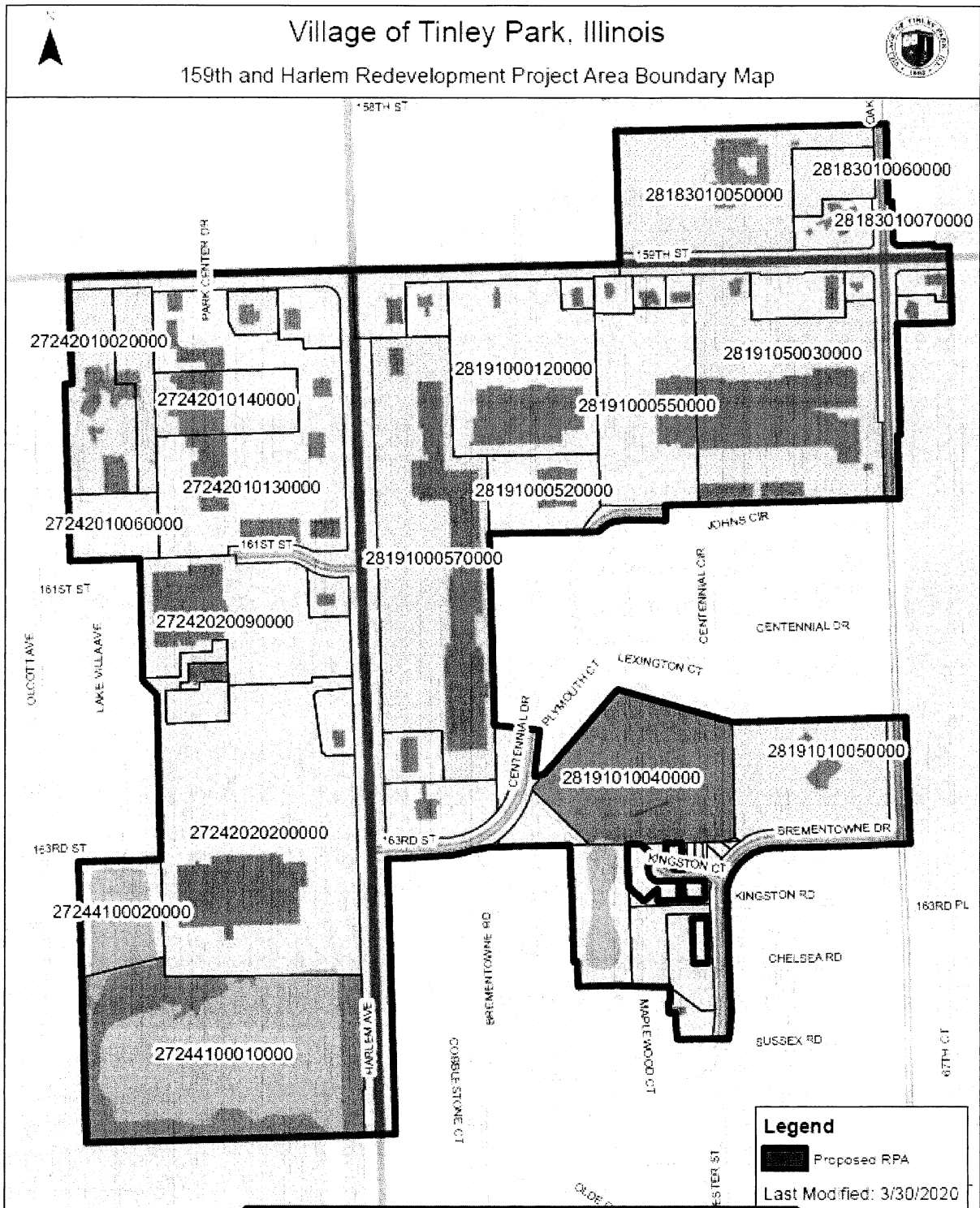
LOT 1 THROUGH LOT 12 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE I AS PER PLAT THEREOF RECORDED DECEMBER 21, 1990 AS DOCUMENT NUMBER 90619247.

ALSO,

LOT 1 THROUGH LOT 5 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE II AS PER PLAT THEREOF RECORDED OCTOBER 28, 1993 AS DOCUMENT NUMBER 93870509.



## Map of Redevelopment Project Area



## **EXHIBIT B**

### **Legal Description and Map of Property**

THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON A LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST ¼ AT THE SOUTH RIGHT-OF-WAY LINE OF 159<sup>TH</sup> STREET; THENCE SOUTH ON SAID LINE 1094 FEET EAST OF SAID WEST LINE 800 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 45 SECONDS WEST 665 FEET TO THE EAST LINE OF THE WEST 26 RODS OF SAID WEST ½ OF THE NORTHWEST ¼; THENCE NORTH 790 FEET ALONG SAID LAST SAID LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 159<sup>TH</sup> STREET; THENCE NORTH 87 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 212.24 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 453 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE NORTH 150 FEET OF THE EAST 150 FEET), ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PORTION TAKEN BY CONDEMNATION BY THE STATE OF ILLINOIS, IN CASE NO. 93 L 50936, ALL IN COOK COUNTY, ILLINOIS.

### **Legal Description of Property**

**PIN(S):** 28-19-100-057; 28-19-100-058

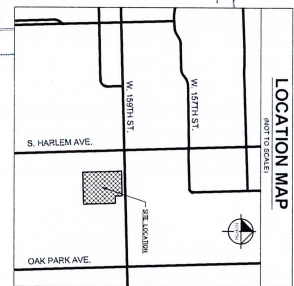
**COMMONLY KNOWN AS:** 7061-7063 159<sup>th</sup> Street  
Tinley Park, Illinois



**EXHIBIT C**

**Project Plans**





SHEET INDEX	
SHEET NO. 1	DESCRIPTION
C1.0	SITE PLAN
C2.0	EXISTING CONDITIONS & DEMOLITION PLAN
C3.0	GRADING & EROSION CONTROL PLAN
C3.1	GRADING & EROSION CONTROL DETAILS
C4.0	UTILITY PLAN
C5.0	GENERAL NOTES & DETAILS
L1.0	LANDSCAPE PLAN

3110 Sutton Blvd.  
St. Louis, MO 63105  
www.jpm-arch.com  
Tel: 314.664.4433

2300 ROUTE 40, SUITE 100  
ST. LOUIS, MO 63114  
Tel: 314.664.4433

Kimley-Horn  
4410 WENTWORTH BLVD  
WENTWORTH, IL 60155  
Tel: 314.664.4433

- ### GENERAL NOTES
- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
  - EXISTING CONDITIONS ARE SHOWN FOR REFERENCE ONLY. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND PROTECTED.
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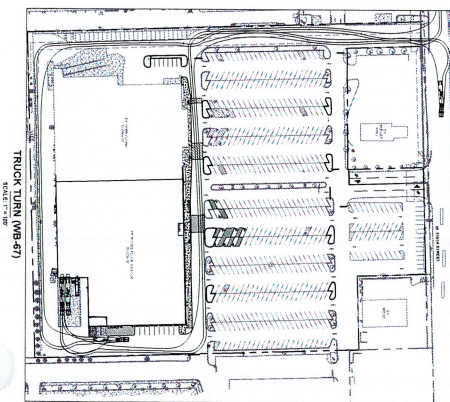
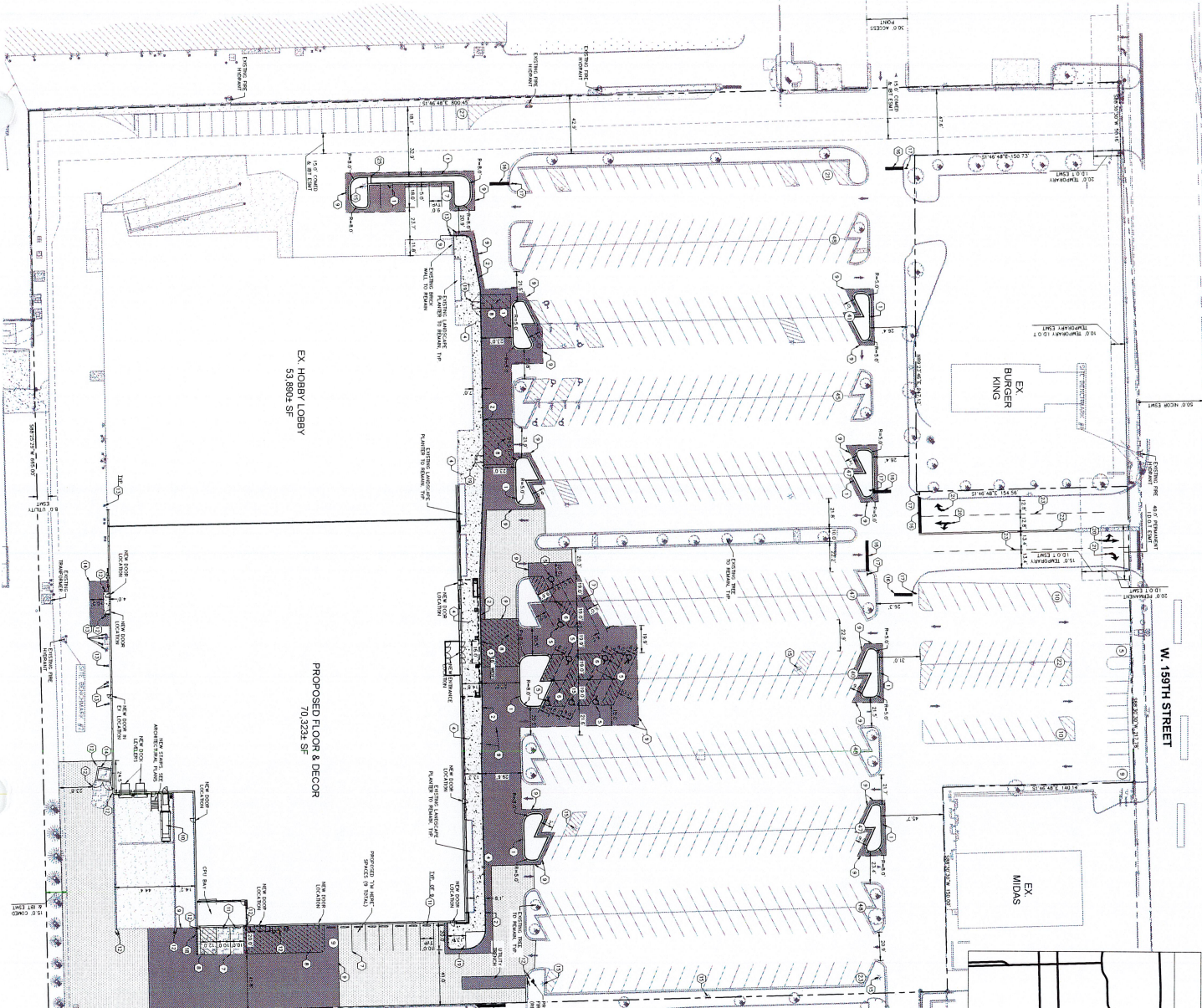
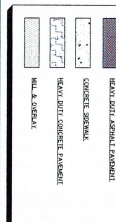
### SITE DATA SUMMARY

ITEM	DESCRIPTION	QUANTITY
1	CONCRETE SIDEWALK	10,000 LBS
2	CONCRETE SIDEWALK	10,000 LBS
3	CONCRETE SIDEWALK	10,000 LBS
4	CONCRETE SIDEWALK	10,000 LBS
5	CONCRETE SIDEWALK	10,000 LBS
6	CONCRETE SIDEWALK	10,000 LBS
7	CONCRETE SIDEWALK	10,000 LBS
8	CONCRETE SIDEWALK	10,000 LBS
9	CONCRETE SIDEWALK	10,000 LBS
10	CONCRETE SIDEWALK	10,000 LBS

- ### KEY NOTES
- SEE DETAIL FOR CONCRETE SIDEWALK.
  - SEE DETAIL FOR CONCRETE SIDEWALK.
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  - SEE DETAIL FOR CONCRETE SIDEWALK.

### PARKING SUMMARY

ITEM	DESCRIPTION	QUANTITY
1	CONCRETE SIDEWALK	10,000 LBS
2	CONCRETE SIDEWALK	10,000 LBS
3	CONCRETE SIDEWALK	10,000 LBS
4	CONCRETE SIDEWALK	10,000 LBS
5	CONCRETE SIDEWALK	10,000 LBS
6	CONCRETE SIDEWALK	10,000 LBS
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8	CONCRETE SIDEWALK	10,000 LBS
9	CONCRETE SIDEWALK	10,000 LBS
10	CONCRETE SIDEWALK	10,000 LBS

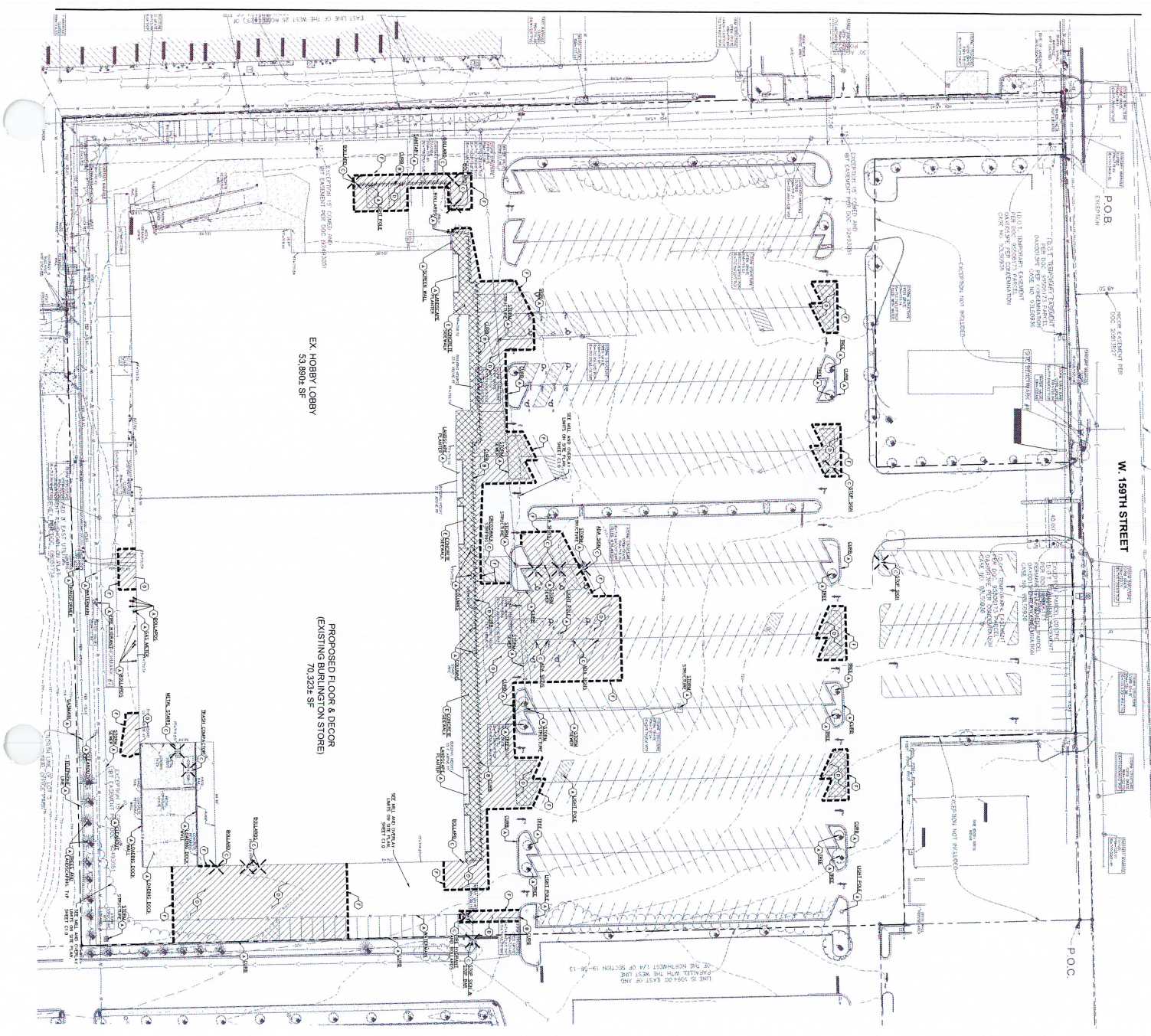


3110 Sutton Blvd.  
St. Louis, MO 63105  
www.fdecor.com  
Tel: 314.664.4433

TINLEY PARK, IL

Kimley-Horn  
4410 WENTWORTH BLVD  
WENTWORTH, IL 60155  
Tel: 314.664.4433





GRAPHIC SCALE IN FEET  
1" = 10'-0"

North Arrow

DATE: 12/10/2021  
BY: J. H. H.

### DEMOLITION NOTES

1. CONSTRUCTION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS.
2. ALL EXISTING STRUCTURES SHALL BE DEMOLISHED IN ACCORDANCE WITH THE CITY OF ST. LOUIS DEMOLITION ORDINANCES.
3. THE DEMOLITION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS.
4. THE DEMOLITION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS.
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14. THE DEMOLITION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS.
15. THE DEMOLITION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS.

### DEMOLITION LEGEND

- 1. DEMOLITION
- 2. CONSTRUCTION
- 3. EXISTING
- 4. PROPOSED
- 5. REMAIN
- 6. REMOVE
- 7. REPAIR
- 8. REPLACE
- 9. RECONSTRUCT
- 10. REINFORCE
- 11. REPAIR
- 12. REPLACE
- 13. RECONSTRUCT
- 14. REINFORCE
- 15. REPAIR
- 16. REPLACE
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- 91. REPAIR
- 92. REPLACE
- 93. RECONSTRUCT
- 94. REINFORCE
- 95. REPAIR
- 96. REPLACE
- 97. RECONSTRUCT
- 98. REINFORCE
- 99. REPAIR
- 100. REPLACE

WARNING: CONTRACTOR TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

**FLOOR & DECOR**  
STORE #780  
TINLEY PARK, IL

**Kimley-Horn**

4401 WARDEN RD.  
WILMINGTON, DE 19805  
PHONE: (302) 421-2000  
FAX: (302) 421-2001

**ARCHITECTURAL DESIGN-BUILD**

3710 Sutton Blvd.  
St. Louis, MO 63111  
www.adg-atl.com  
Phone: (314) 644-4444  
Fax: (314) 644-4444

**FLOOR & DECOR**

2000 FLORENCE BLVD.  
ST. LOUIS, MO 63103  
PHONE: (314) 241-1000  
FAX: (314) 241-1001

**CONTRACT**

PROJECT: 1000-01-1000

**DATE**

12/10/2021

**BY**

J. H. H.

**FOR**

ARCHITECTURAL DESIGN-BUILD

**PROJECT**

3710 Sutton Blvd.  
St. Louis, MO 63111

**DATE**

12/10/2021

**BY**

J. H. H.

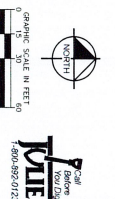
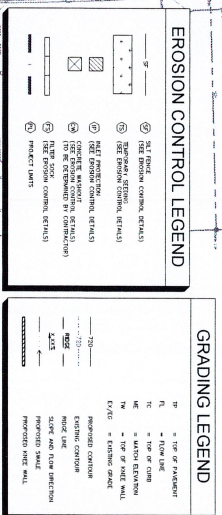
**FOR**

ARCHITECTURAL DESIGN-BUILD

**PROJECT**

3710 Sutton Blvd.  
St. Louis, MO 63111





### EROSION CONTROL NOTES

- [illegible]

GRADING NOTES

- [illegible]

**FLOOR & DECOR**  
STORE #TRD  
TINLEY PARK, IL



**ARCHITECTURAL  
DESIGN-GUILD**

2710 Sutton Blvd.  
St. Louis, MO 63143  
www.adg-stl.com  
P: 314.644.1234  
F: 314.644.4373

**FLOOR &**

**Kimley»Horn**

PHONE: (630) 487-5550

PROJECT \_\_\_\_\_

7061 W 157TH ST  
TINLEY PARK, ILLINOIS 60477

ISSUE DATE: 10/06/06  
STORE NUMBER: 1 B.D.  
AREA: 70123 SF  
JOB NUMBER: 2021.0302.00  
PROTOTYPE: 2020-03

3.0









**EXHIBIT D**

**Project & Redevelopment Budgets**

<b>Project Budget</b>	
Brokerage Commissions	\$585,000
Asbestos Removal	\$300,000
Parking Lot Repair Phase 1 (includes landscaping)	\$150,000
Parking Lot Repair Phase 2	\$300,000
New Roof Installation	\$485,000
Legal, Engineering, Architectural, ect	\$75,000
Developer's Fee	\$375,000
<b>Total</b>	<b>\$2,270,000</b>
<b>Redevelopment Budget</b>	
New Roof Installation*	\$485,000
Parking Lot Repair Phase 1 (includes landscaping)	150,000
Parking Lot Resurfacing (Phase II)	\$300,000
Asbestos Removal	\$300,000
<b>Total Redevelopment Costs</b>	<b>\$1,235,000</b>

\*Only 80% of roof cost will be covered by Village. In the event Hobby Lobby does not execute a lease by August 30, 2021, the Village shall reduce the portion of reimbursement to 50% of the roof installation costs.

STATE OF Colorado )  
 ) SS:  
 COUNTY OF Denver )

**OWNERSHIP DISCLOSURE AFFIDAVIT**

Alan Silverman being duly deposed on oath states as follows:

1. Fee simple title to the real estate located at 7061 West 179<sup>th</sup> Street, Tinley Park, Cook County, Illinois, Property Index No. 28-19-100-012-0000 ("Redevelopment Property") is vested in The Chicago Trust Company as Successor Trustee to Beverly Bank under a Trust Agreement dated January 14, 1970 and known as Trust Number 8-2120 ("Land Trust").

2. J-M-W Properties, LLC, an Illinois limited liability company, is the sole beneficiary and holds the full power of direction to the Land Trust ("Developer").

3. That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement between Developer and the Village of Tinley Park, Illinois law requires the owner, authorized trustee, corporate official, or managing member or agent to submit a sworn affidavit to the Village of Tinley Park disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property and/or project, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property and/or project after this transaction is consummated.

4. The members of the Developer are:

Essaness Theatres Corporation  
 Jill K. Jacobs  
 LaVerne Maras and A. Thomas Maras Trust  
 Steve Jacobs  
 Harold M. Alterson  
 Heather Alterson  
 Gary Alterson

5. The shareholders of Essaness Theatres Corporation are:

Jack E. Silverman Family Trust  
 Jack E. Silverman Marital Trust  
 Alan and Joanna Silverman Revocable Trust  
 Michael Edwin Silverman GST  
 Samantha Lynn Silverman Children Trust

6. Essaness is a managing member of Developer and I am its president. This instrument is made to induce the Village of Tinley Park to enter into a redevelopment agreement

**EXHIBIT F**

**Form of Certificate of Expenditure**

Date: \_\_\_\_\_, 2021

To: Village of Tinley Park, (the "Village")

Re: J-M-W PROPERTIES, LLC ("Developer") \$\_\_\_\_\_ Incremental Tax  
Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement (Phase I) by and between Developer and the Village, dated \_\_\_\_\_, 2021, as authorized pursuant to Resolution No. 2020-R-\_\_\_\_\_ (the "Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

Developer hereby certifies that, as of the date hereof, \$\_\_\_\_\_ has been advanced by Developer in connection with the Project. Such amount has been properly incurred, is a proper charge made or to be made in connection with the Project costs, including Redevelopment Project Costs. Total Project costs are \$\_\_\_\_\_ and Redevelopment Project Costs are \$\_\_\_\_\_. Documents substantiating these expenditures and their payment are attached hereto.

IN WITNESS WHEREOF, Developer has caused this certification to be signed on its behalf as of the date shown above.

**J-M-W Properties, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

097205.000009 4821-8878-9953.5

**EXHIBIT G**  
**PHASE II WORK**

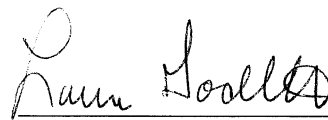
(RESURFACING OF ENTIRE PARKING LOT)

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. 2021-R-034, "A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND JMW PROPERTIES, LLC FOR PROPERTY AT 7061-7063 159TH STREET" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 1<sup>st</sup> day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of June, 2021.



DEPUTY VILLAGE CLERK