
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-103**

**A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS
7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR
DEVELOPMENT TO OCCUR AT 18301 LA GRANGE ROAD (GAS N WASH)**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLEEN M. SULLIVAN
Board of Trustees**

VILLAGE OF TINLEY PARK

Cook County, Illinois

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RESOLUTION NO. 2023-R-103

A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR DEVELOPMENT TO OCCUR AT 18301 LA GRANGE ROAD (GAS N WASH)

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”) desires to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

WHEREAS, Cook County has instituted a program to encourage commercial development known as the Cook County Real Property Classification Ordinance (“Tax Incentive Ordinance”); and

WHEREAS, said Tax Incentive Ordinance provides a Class 7b incentive that is designed to encourage commercial development throughout Cook County by offering real estate tax incentives for the development of new commercial facilities, the rehabilitation of existing commercial structures, and the commercial reutilization of abandoned buildings; and

WHEREAS, Lenny’s Gas N Wash SE Tinley Park, LLC (“Applicant”), desires to redevelop certain real property located at 18301 South LaGrange Road, Tinley Park, Illinois (“Subject Property”), legally described in the attached **Exhibit 1**, PIN: portion of 27-33-401-013-0000, in reliance on the Class 7b incentives and to plans to construct a a high end, approximately 8,110 square foot convenience store/restaurant/fueling station for a proposed Gas N Wash on the 275,124 square foot vacant lot to said Subject Property; and

WHEREAS, The Applicant would find it difficult to construct at the Subject Property given the current tax liability on the Subject Property but for said Class 7b incentive, which provides a reduced assessment of ten percent (10%) of fair market value of the Property for the first ten years, fifteen percent (15%) for the eleventh year, and twenty percent (20%) for the twelfth

year. Without this incentive, commercial property would normally be assessed at twenty-five (25%) of its market value; and

WHEREAS, said Subject Property does not have a Class 7b incentive applied to the Subject Property and the Applicant seeks approval from the Village to consent and support said Class 7b incentive to be applied to the Subject Property; and

WHEREAS, the Village and Applicant have executed a Property Tax Assessment Classification Agreement ("Classification Agreement"), attached hereto as **Exhibit 2** and incorporated herein, which imposes certain terms and conditions on the Village's support for Applicant's request for the Class 7b reclassification of the Subject Property; and

WHEREAS, the Village has received an Economic Disclosure Statement in accordance with the Cook County Board; and

WHEREAS, the Village has determined that the Subject Property meets the requirements necessary for approving the request for certain tax incentives, and by allowing said reclassification will further promote the economic viability of the Subject Property which is aligned with the Village's desire to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve the request submitted by Lenny's Gas N Wash SE Tinley Park, LLC and consent and support the Class 7b reclassification of the Subject Property; 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 the President and Board of Trustees of the Village of Tinley Park hereby approves the request submitted by the Applicant and supports and consents to the Class 7b reclassification, subject to the terms and conditions memorialized in the Classification Agreement, and has determined that the commercial use of the Subject Property by Lenny's Gas N Wash SE Tinley Park, LLC for its new Gas N Wash location at the Subject Property is both necessary and beneficial to the Village.

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 5th day of September, 2023.

AYES: Brady, Brennan, Mahoney, Mueller, Shaw

NAYS: None

ABSENT: Sullivan

APPROVED THIS 5th day of September, 2023.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

**EXHIBIT 1
LEGAL DESCRIPTION**

PIN: Portion of 27-33-401-013-0000
COMMON ADDRESS: 18301 S. LAGRANGE ROAD

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33,
TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS
253.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88
DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE
SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET;
THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF
580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A
DISTANCE OF 546.21 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 03 SECONDS
WEST, A DISTANCE OF 975.42 FEET MORE OR LESS, TO A POINT ON THE SOUTH
LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF
SAID SOUTHEAST 1/4 TO THE SOUTH EAST CORNER THEREOF; THENCE
NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE POINT OF
BEGINNING.

EXCEPTING THEREFROM:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND
DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID
SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST,
ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET;
THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE
WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED
SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING
SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY
LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT 93667499; THENCE
SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING
THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET;
SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12
DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88
DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH
AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG
THE LAST DESCRIBED LINE 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN
COOK COUNTY, ILLINOIS.

FURTHER EXCEPTING THEREFROM THAT PART OF THE LAND BOUNDED AND
DESCRIBED AS FOLLOWS:

THAT PART OF EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 COMMENCING AT NORTHEAST CORNER OF SAID EAST 1/2 OF SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27' 19" EAST 77.206 METERS (253.30 FEET) ALONG EAST LINE OF SAID EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING AND EASTERLY RIGHT OF WAY OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET) ALONG SAID EASTERLY RIGHT OF WAY OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET) ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METER (546.21 FEET) ALONG SAID EASTERLY LINE OF FAI-80; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED, STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET) TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET) TO A POINT ON THE SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET) ALONG SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM ALL OF THE FOLLOWING:

TRACT A:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 40.58 FEET;

THENCE SOUTH 88 DEGREES 56 MINUTES 59 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 221.41 FEET; THENCE SOUTH 45 DEGREES 32 MINUTES 46 SECONDS WEST, A DISTANCE OF 31.44 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 79.14 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 313.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT B:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 313.36 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 50.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
AND FURTHER EXCEPTING THEREFROM:

THE SOUTH 237.11 FEET AS MEASURED PERPENDICULAR FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, ALL IN COOK COUNTY, ILLINOIS

EXHIBIT 2
CLASSIFICATION AGREEMENT

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND LENNY'S GAS N WASH SE TINLEY PARK, LLC
(18301 South LaGrange Road, Tinley Park, Illinois 60487)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this 5th day of September, 2023 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **Lenny's Gas N Wash SE Tinley Park, LLC**, an Illinois Limited Liability Company (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as experiencing severe economic stagnation and blighted by the community in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the contract purchaser of property generally located at 18301 South LaGrange Road, Tinley Park, Illinois, and as legally described on **Exhibit A** (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 7b Real Estate Tax Assessment Classifications, as said term is defined in the Classification Ordinance, (“**Class 7b Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be in need of development and that the Class 7b Assessment Classifications are necessary for such development to occur on the Property; and

WHEREAS, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 7b Tax Assessment Classifications; and

WHEREAS, Owner shall develop the Property to construct a high end, convenience store/restaurant/fueling station and carwash for a proposed Gas N Wash, all as depicted in **Exhibit B** (the “**Site Plan**”); and

WHEREAS, without the Class 7b Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 7b Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Class 7b Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Class 7b Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has presented a signed agreement to the Village for recordation contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement, Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below).

- c. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- d. Upon completion of the improvements outlined in **Exhibit B**, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the improvements (a “**Completion Statement**”).
- e. The “**Substantial Completion Date**” shall mean the date on which the Village has approved a Completion Statement for the entirety of the improvements outlined in **Exhibit B**, such approval shall not be unreasonably withheld.
- f. Owner shall comply with the Cook County prevailing wage requirements pursuant to Section 74-71(b) of the Cook County Code and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and shall submit certified payroll to the Village on the 15th day of each month.

Section 5. Event of Default.

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and

- v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
 - i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 7b Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 7b Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
 - ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 7b Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 7b

Assessment Classifications on the Property accruing after the issuance of the Demand Notice.

- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Until the completion of the project identified in **Exhibit B**, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
 - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
 - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved the completion of the improvements shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 9. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: Patrick Carr
Village Manager
pcarr@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC
200 West Adams St. Ste. 2125
Chicago, IL 60606
Attn: Paul O'Grady
pograde@pjmchicago.com

If to Owner: Lenny's Gas N Wash SE Tinley Park, LLC
8200 185th St., Unit K
Tinley Park, Illinois 60487
Attn: Leonard McEnery
akugar@gasnwash.net

With a copy to: Liston & Tsantilis, P.C.
33 North LaSalle St., 28th Floor
Chicago, IL 60602
Attn: Mark Rogers
mrogers@LTLawChicago.com

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective for all purposes.

- c. For all purposes of this Agreement, a “business day” shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation


By: Michael W. Glotz
Its: President

ATTEST:


By: Nancy M. O'Connor
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 5th day of September, 2023, before me, personally appeared Michael W. Glotz, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.



Printed Name: Diane Hultsch

My commission expires: 10/22/2024

EXHIBIT A

Legal Description

PIN: Portion of 27-33-401-013-0000

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 253.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 546.21 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 975.42 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 TO THE SOUTH EAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FURTHER EXCEPTING THEREFROM THAT PART OF THE LAND BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PART OF EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 COMMENCING AT NORTHEAST CORNER OF SAID EAST 1/2 OF SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27' 19" EAST 77.206 METERS (253.30 FEET) ALONG EAST LINE OF SAID EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING AND EASTERLY RIGHT OF WAY OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET) ALONG SAID EASTERLY RIGHT OF WAY OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET) ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METER (546.21 FEET) ALONG SAID EASTERLY LINE OF FAI-80; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED, STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET) TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88

FEET) TO A POINT ON THE SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET) ALONG SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM ALL OF THE FOLLOWING:

TRACT A:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 40.58 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 59 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 221.41 FEET; THENCE SOUTH 45 DEGREES 32 MINUTES 46 SECONDS WEST, A DISTANCE OF 31.44 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 79.14 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 313.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT B:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

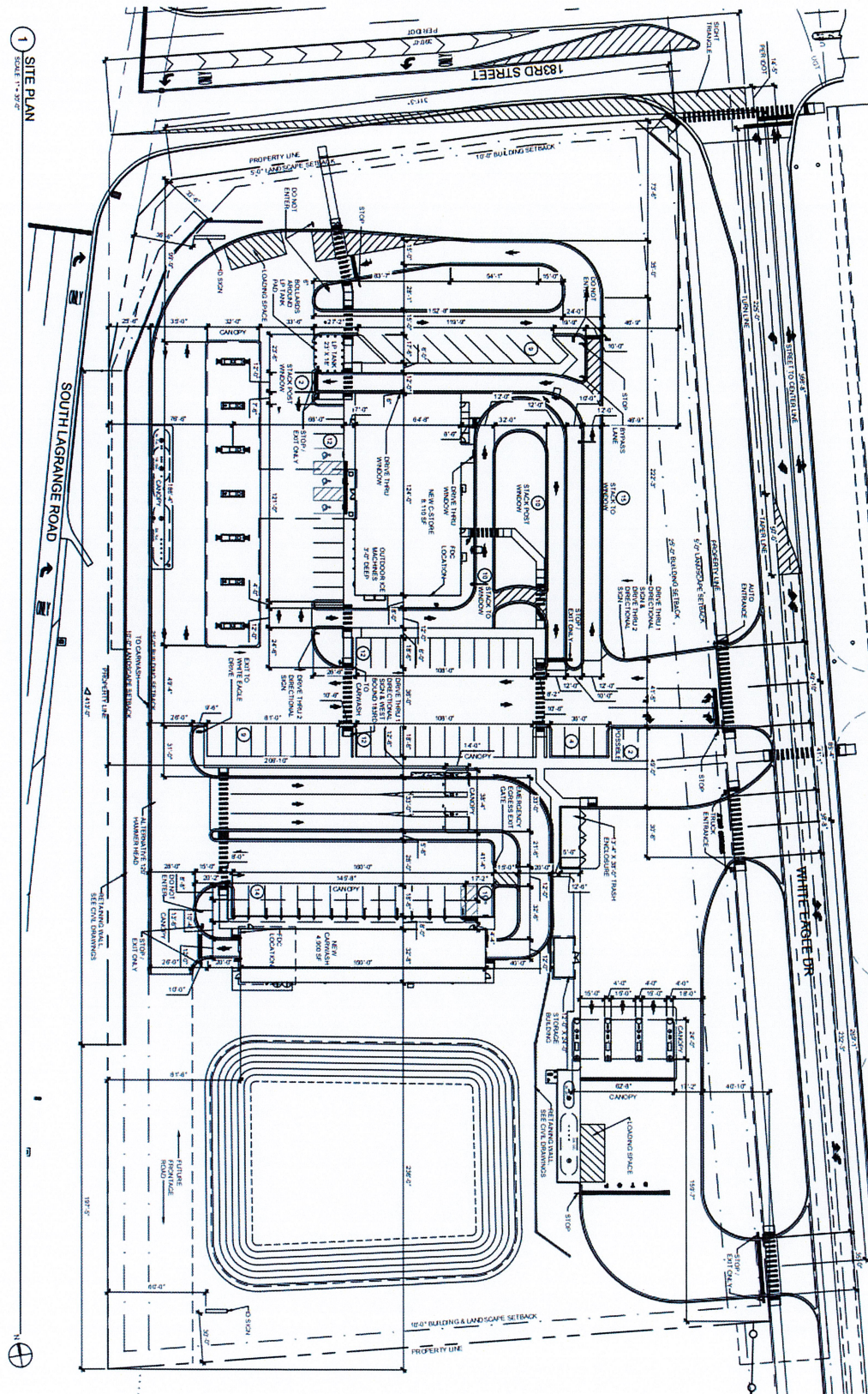
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 313.36 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 50.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND FURTHER EXCEPTING THEREFROM:

THE SOUTH 237.11 FEET AS MEASURED PERPENDICULAR FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, ALL IN COOK COUNTY, ILLINOIS

EXHIBIT B

Site Plan



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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2023-R-103, “A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR DEVELOPMENT TO OCCUR AT 18301 LA GRANGE ROAD (GAS N WASH),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.



VILLAGE CLERK