

STATE OF ILLINOIS
COMPTROLLER

SUSANA A. MENDOZA

2022

4/30/2022

Unit Code: 016/575/32

FY 2022 TIF Administrator Contact Information-Required

Last Name: **Bettenhausen**

Title: TIF Administrator

City: Tinley Park

Zip: 60477

E-mail

I attest to the best of my knowledge, that this FY 2022 report of the redevelopment project area(s)

in the **City/Village** of:

Tinley Park

is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Brother Bellerhouse

30 Jan 2023

Written signature of TIF Administrator

Date _____

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2022

Name of Redevelopment Project Area:

159th & Harlem TIF District (#7)

Primary Use of Redevelopment Project Area*: Combination/Mixed	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types: Comm/Retail/Resid	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	<input checked="" type="checkbox"/>
Industrial Jobs Recovery Law	<input type="checkbox"/>

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <u>and actual debt service</u> . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter MUST be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).		X
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]**FY 2022****Name of Redevelopment Project Area:****159th & Harlem TIF District (#7)****Provide an analysis of the special tax allocation fund.**Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ (87,211)

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 1,352,642	\$ 1,352,642	99%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 782	\$ 782	0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources	\$ 19,591	\$ 19,591	1%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund \$ 1,373,015**Cumulative Total Revenues/Cash Receipts** \$ 1,373,015 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$ 33,987
Transfers to Municipal Sources	\$ -
Distribution of Surplus	

Total Expenditures/Disbursements \$ 33,987**Net/Income/Cash Receipts Over/(Under) Cash Disbursements** \$ 1,339,028**Previous Year Adjustment (Explain Below)** \$ -**FUND BALANCE, END OF REPORTING PERIOD*** \$ 1,251,817

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

PAGE 2

[illegible]

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 33,987

[illegible]

SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]

FY 2022

Name of Redevelopment Project Area:

159th & Harlem TIF District (#7)

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE

\$	1,251,817
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1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Administrative Costs (incl. studies, surveys, etc.)		\$ 1,966,013
Site Marketing Costs		\$ 500,000
Property Assembly Costs		\$ 15,000,000
Costs of Building Rehab, Repair or Remodeling		\$ 30,000,000
Costs of Construction or Improvements of Public Works		\$ 35,000,000
Costs of Job Training (Businesses)		\$ 300,000
Financing Costs		\$ 15,000,000
Taxing District Capital Costs		\$ 5,000,000
Relocation Costs		\$ 4,000,000
Payments in Lieu of Taxes		\$ 5,000,000
Costs of Job Training (Community College)		\$ 300,000
Interest Costs (Developer of Property Owner)		\$ 7,000,000
School District Increased Costs		\$ 200,000
Construction Costs for Affordable Housing		\$ 1,000,000
Transfer to contiguous TIF District(s)		\$ 750,000
Total Amount Designated for Project Costs		\$ 121,016,013

TOTAL AMOUNT DESIGNATED

\$	121,016,013
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SURPLUS/(DEFICIT)

\$	(119,764,196)
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2022

Name of Redevelopment Project Area:

159th & Harlem TIF District (#7)

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
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Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2022

Name of Redevelopment Project Area:

159th & Harlem TIF District (#7)

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The Municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	12

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 32,966,250	\$ 608,750	\$ 69,020,000
Public Investment Undertaken	\$ -	\$ 484,000	\$ 6,848,000
Ratio of Private/Public Investment	0		10 3/38

Project 1 Name: Tinley Park Plaza Brixmor Development (Phase I)

Private Investment Undertaken (See Instructions)	\$ 21,900,000		\$ 21,900,000
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 2 Name: Bandana's Bar-B-Q Restaurant

Private Investment Undertaken (See Instructions)	\$ 260,000		\$ 260,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 3 Name: Wing Stop Remodel - Park Center

Private Investment Undertaken (See Instructions)	\$ 200,000		\$ 200,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 4 Name: Starbucks Remodel

Private Investment Undertaken (See Instructions)	\$ 110,000		\$ 110,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 5 Name: Pete's Fresh Market (Warehouse & Store)

Private Investment Undertaken (See Instructions)	\$ 926,250	\$ 308,750	\$ 36,680,000
Public Investment Undertaken	\$ -	\$ -	\$ 5,500,000
Ratio of Private/Public Investment	0		6 2/3

Project 6 Name: Phenix Salon Suites Remodel - Tinley Park Plaza

Private Investment Undertaken (See Instructions)	\$ 600,000		\$ 600,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

PAGE 2 **ATTACH ONLY IF PROJECTS ARE LISTED**

Project 7 Name: McDonald's Remodel - Park Center

Private Investment Undertaken (See Instructions)	\$	900,000		\$	900,000
Public Investment Undertaken	\$	-		\$	-
Ratio of Private/Public Investment		0			0

Project 8 Name: Bath & Body Works Remodel - Tinley Park Plaza

Private Investment Undertaken (See Instructions)	\$	337,500	\$	112,500	\$	450,000
Public Investment Undertaken	\$	-			\$	-
Ratio of Private/Public Investment		0				0

Project 9 Name: Joyful Smiles Remodel - Tinley Park Plaza

Private Investment Undertaken (See Instructions)	\$	62,500	\$	187,500	\$	250,000
Public Investment Undertaken	\$	-			\$	-
Ratio of Private/Public Investment		0				0

Project 10 Name: Floor & Décor/Hobby Lobby (JMW Properties)

Private Investment Undertaken (See Instructions)	\$	2,270,000			\$	2,270,000
Public Investment Undertaken			\$	484,000	\$	1,348,000
Ratio of Private/Public Investment		0				1 13/19

Project 11 Name: Burlington Store - Tinley Park Plaza

Private Investment Undertaken (See Instructions)	\$	1,800,000			\$	1,800,000
Public Investment Undertaken	\$	-			\$	-
Ratio of Private/Public Investment		0				0

Project 12 Name: Amazon Fresh grocery store - Tinley Park Plaza

Private Investment Undertaken (See Instructions)	\$	3,600,000			\$	3,600,000
Public Investment Undertaken	\$	-			\$	-
Ratio of Private/Public Investment		0				0

Project 13 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 14 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 15 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

FY 2022

Name of Redevelopment Project Area:

159th & Harlem TIF District (#7)

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
Information not gathered			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement	The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement
Not Applicable	

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

The amount of increment projected to be created at the time of approval of the redevelopment agreement	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement
Not Applicable	

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, if any:

Not Applicable

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2022

Name of Redevelopment Project Area:

159th & Harlem TIF District (#7)

Provide a general description of the redevelopment project area using only major boundaries.

Bounded by: 159th Street on the north, northern boundary of Siemsen Meadow (north of 167th Street) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west. Approx 252 acres.

Optional Documents	Enclosed
Legal description of redevelopment project area	Previously provided
Map of District	Previously provided

FY 2022

159th & Harlem TIF District (#7)

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2020	\$ 54,294,672	58,834,496

X	Indicate an 'X' if the overlapping taxing districts did not receive a surplus.
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[illegible]

Village President
Michael W. Glotz

Village Clerk
Nancy M. O'Connor

Village Trustees
William P. Brady
William A. Brennan
Diane M. Galante
Dennis P. Mahoney
Michael G. Mueller
Colleen M. Sullivan

Village Hall
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Administration
(708) 444-5000
Fax: (708) 444-5099

Community Development
(708) 444-5100
Fax: (708) 444-5199

Public Works
(708) 444-5500

Police Department
7850 W. 183rd St.
Tinley Park, IL 60477
(708) 444-5300
Non-Emergency
Fax: (708) 444-5399

John T. Dunn
Public Safety Building
17355 S. 68th Court
Tinley Park, IL 60477

Fire Department
(708) 444-5200
Non-Emergency
Fax: (708) 444-5299

EMA
(708) 444-5600
Fax: (708) 444-5699

Senior Community Center
(708) 444-5150



Attachment B

Certification of the Chief Executive Officer Village of Tinley Park, Cook and Will Counties, Illinois

I, the undersigned, the duly qualified and acting presiding officer of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that said Village has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-1 et. seq.], during the fiscal year ended April 30, 2022

IN WITNESS WHEREOF, I have placed my official signature this 25th day of
January, 2023

Village President and
Chief Executive Officer of the Village of Tinley Park



Dominick L. Lanzito
dlanzito@pjmlaw.com

January 28, 2023

State Comptroller
All Overlapping Taxing Districts
Joint Review Board
Tinley Park 159th & Harlem Avenue TIF District
c/o Village Hall
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, Illinois 60467

RE: 159th & Harlem Avenue TIF Project Statutory Status Report

Dear Addressees:

Please be advised that the undersigned, as attorney for the Village of Tinley Park, Cook County, Illinois, hereby certify that upon my review of all relevant redevelopment project documents and information provided by the Village, the Village of Tinley Park is in compliance with the Tax Increment Redevelopment Allocation Act (65 ILCS 11-74.4-1, et seq.) with respect to the above-referenced Project.

Very truly yours,

/s/Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
Village Attorneys

DLL/km

Attachment C

Attachment D

159th & Harlem TIF District
Village of Tinley Park, Cook and Will Counties, Illinois
Statement of Activities
Fiscal year ended April 30, 2022

In accordance with 65 ILCS 5/11-74.4-5(d)(7)(A&B) and 5/11-74.6-22(d)(7)(A&B), the following statement of activities is provided:

Through the fiscal year ended as indicated above, the following projects have been undertaken, in process, or completed:

Project #1 Tinley Park Plaza – Brixmor Development (Phase I complete FY22)

Brixmor IA Tinley Park Plaza, owners of the former Tinley Park Plaza shopping center at Harlem and 159th Street developed a phased renovation plan that includes demolition of approximately 87,000 square feet of the in-line center, as well as construction of new spaces of approximately 66,600 square feet. Renovations are to include creation of new spaces, improvements to the north end of the in-line center and temporarily separating the current in-line center into two buildings. General enhancements to the shopping center will include façade, landscaping, and parking lot improvements.

The Village has offered financial assistance in an amount not to exceed \$9.9 million, or 50% of the actual project costs, whichever is lower. Payments will come from a combination of TIF incremental revenues from the shopping center properties alone, and incremental municipal sales taxes from all businesses located in the shopping center over a ten-year period.

Various tenant driven improvements have been undertaken which are shown as separate Projects.

Project #2 Bandana's Bar-B-Q Restaurant (completed FY21)

Bandana's Barb-B-Q purchased the vacant former Applebee's restaurant located at 16200 Harlem Avenue. Bandana's is a family-owned and operated restaurant chain with 24 corporate restaurants and 4 franchise restaurants across four states.

The renovations to the building were completed early 2021, allowing Bandana's to open their doors to the public in February 2021. Regrettably, ownership chose to close the location in October 2021. This project entailed private investment only. Additionally, the Village approved a Cook County Class 7 incentive for the property.

Project #3 Wing Stop Remodel – Park Center (completed FY21)

A commercial interior remodel was undertaken by tenant Wing Stop with a certificate of occupancy issued in September of 2020. This project was private investment only.

Project #4 Starbucks Remodel

This project, private investment only for an interior remodel, was started and completed in FY22.

Project #5 Pete’s Fresh Market (Warehouse & Store)

Pete’s Fresh Markets through 163rd & Harlem, LLC have purchased the former Super K-Mart site located at 16300 Harlem Avenue. After redevelopment, the site will consist of a regional warehouse to serve the company’s needs as well as a new Pete’s Fresh Market grocery store and additional tenant spaces.

The project will be undertaken in multiple phases.

Phase I – The Village issued a Special Use Permit to allow the former Super K-Mart building to be used as a warehouse. The company will be remodeling the building to add additional space and loading docks.

Phase II – Construction of a new Pete’s Fresh Market grocery store.

Phase III – Construction of additional in-line retail space and out lots for lease.

With anticipated gross sales of \$60-70 million and the hiring of approximately 230-260 employees, the site will be a major boost for the surrounding area.

The Village of Tinley has signed a ten-year term agreement to provide financial assistance in the form of a \$5.5 million TIF incentive or 20% of the actual project costs, whichever is less. Payments will be in installments commencing as soon as available increment taxes are available. No payments were made in FY22.

Cook County reclassification incentives were approved for both the warehouse portion and the commercial land to be redeveloped.

Project #6 Phenix Salon Suites Remodel – Tinley Park Plaza (completed FY22)

A private investment only, the Phenix Salon Suites remodel converted space to private luxury suites. It was started and completed in FY22.

Project #7 McDonald’s Remodel – Park Center (completed FY22)

The owner of this franchise location completed a full remodel of the interior and exterior of their McDonald’s store located in this TIF. No payments were made by the Village.

Project #8 Bath & Body Works Remodel – Tinley Park Plaza

This tenant was temporarily relocated to allow for demolition of existing retail spaces for redevelopment. The buildout of their ultimate tenant space began in February of 2022 and was completed during FY2023.

Project #9 Joyful Smiles Remodel – Tinley Park Plaza

An interior remodel for Joyful Smiles. No public investment was applied to this project.

Project #10 Floor & Décor/Hobby Lobby (JMW Properties)

JMW Properties, LLC, who owns an 11-acre shopping center on the south side of 159th Street, just east of Harlem, obtained initial commitment from Hobby Lobby to renew its lease, and signed a 10-year lease with Floor & Décor to occupy a space recently vacated by Burlington. The renewal of the Hobby Lobby lease will retain 65 full-time jobs. Floor & Décor to Tinley Park is expected to add an additional 115 full-time jobs.

The main shopping center building's exterior will be repainted, sidewalks modified for ADA compliance, and a new roof will be installed. There will also be asphalt repairs and a complete resurfacing, new landscaped islands, and enhanced landscaping throughout the parking lot.

The incentive approved for JMW Properties consists of sharing up to \$960,000 of TIF increment revenue produced specifically by this site. The eligible costs includes a portion of the roof replacement, which is capped at \$388,000.

No payments were made in FY22.

Project #11 Burlington Store – Tinley Park Plaza (completed FY22)

In FY22, Burlington completed the buildout of their tenant space and relocated from a nearby location. The Village of Tinley did not provide an additional assistance for this project.

Project #12 Amazon Fresh grocery store – Tinley Park Plaza (completed FY22)

Buildout of the Amazon Fresh tenant space was undertaken by the tenant. No additional financial assistance was associated with this project.



PM/RealtyInc.

5/19/2021

RE: Pete's Fresh Market @ Tinley Park
TIF Incentive

Dear Village of Tinley Park:

On behalf of the PMRE Development and Pete's Fresh Market we would like to thank you for your offer and consideration in granting the 6b and 7b reclassification incentives. We are encouraged to be in Tinley Park, as we strive to be committed to the communities we serve.

Our proposed re-development to a blithe area will bring new vigor to the community with exciting unmatched architecture, top of line goods & services, strong revenue flow, and over 200 new jobs. We value Tinley Park as a partner, and the new leadership is welcoming. We are pleased knowing that our ventured interest is equal, and that success is cumulative effort. We look forward, and are proud to bring economic value to both parties, and to the community of Tinley Park.

Respectively we seeking \$5.5 million dollars as a TIF, along with the 6b and 7b reclassification incentives. Included is our updated Proforma which is has escalated due to the current economic strife.

Sincerely,

The Pete's Team

James Dremonas, CEO
Stephanie Dremonas, Executive Officer
Eugene Grzynkowicz, General Contractor

Enclosed:
Revised Proforma/Budget
General Project Information

SOURCES OF FUNDS

Developer Equity	\$ 9,170,250
Financing	\$ 27,510,750
TOTAL SOURCES OF FUNDS	\$ 36,681,000

USE OF FUNDS

Land Aquisition	\$ 5,000,000
Soft Cost/Fees	\$ 879,000
Hard Construction Costs	\$ 30,802,000
TOTAL USES OF FUNDS	\$ 36,681,000

DETAILED BUDGET

Land Acquisition:	\$ 5,000,000
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Soft Costs/Fees:

Construction Documents	\$ 317,000
Design Schematic	\$ 127,624
Entitlements	\$ 30,876
Legal/Accounting	\$ 158,500
Commissions	\$ 245,000
<i>Total Soft Cost/Fees</i>	<i>\$ 879,000</i>

Hard Construction Costs:

Excavation/Sitework/Demo	\$ 1,800,000
Steel	\$ 2,200,000
Concrete/Paving (core/shell)	\$ 700,000
Masonry	\$ 1,600,000
Roof/Metal Panel	\$ 1,250,000
Electrical (core/shell)	\$ 450,000
Mechanical (Sewer and Water)	\$ 2,500,000
Carpentry (core/shell)	\$ 325,000
General Requirements	\$ 100,000
Distribution Center	\$ 3,500,000
Additional Tenants	\$ 4,500,000

Tenant Improvements Build Out:

Concrete/Paving	\$ 300,000
Electrical	\$ 1,750,000
Carpentry	\$ 325,000
Tile	\$ 20,000
Wood	\$ 1,200,000
Signage	\$ 300,000
Paint	\$ 75,000
Fire Protection	\$ 225,000
Plumbing	\$ 200,000
Landscaping and Irrigation	\$ 400,000

Furniture, Fixture, & Equipment:

Carpeting	\$ 5,000
Door	\$ 45,000
Equipment	\$ 500,000
Equipment Cooking	\$ 100,000
HVAC	\$ 350,000
Interior Shelving	\$ 50,000
Lights and Fixtures	\$ 300,000
Refrigration	\$ 2,400,000
Store Fixture	\$ 45,000
Dock Levelers	\$ 40,000
Pressure Washer	\$ 9,000
Compactor	\$ 35,000
Faucets	\$ 15,000
Steel Doors	\$ 30,000
Cart Corrals	\$ 15,000
Registers	\$ 240,000
Money Counters	\$ 5,000
Service Counters	\$ 35,000
Toliet Partitions	\$ 13,000
Cases/Refrigeration	\$ 2,500,000
Steel (Racks)	\$ 350,000
<i>Total Hard Cost</i>	<i>\$ 30,802,000</i>

Total Development Cost \$ 36,681,000



General Project Information:

Situated on a 26.612 acres (1,159,219 Square Feet) parcel (Parcel 1) located at 16300 S. Harlem in the Village of Tinley Park IL JDRE - Pete's Market brings a dynamic new development to an existing underused and slightly blighted property. The Development features a new Pete's Market grocery store, a new Pete's Fresh Market Warehouse, Inline Retail shops and proposed out lot buildings along Harlem Avenue.

27-24-202-020-0000, 16300 South Harlem Ave

27-24-202-021-0000, 16300 South Harlem Ave

Current and proposed Zoning is B-3

Current State

Current Property: Kmart-Closed
Acres: 26.6 - (1,159,219 sf)
Existing Building SF: 171,804
Existing Approx. Height: 28.5 feet
Existing Parking Stalls: 1311 standard spaces, 28 ADA spaces for a total of 1,339 spaces

Future State

Proposed Property: PM Development
Acres: 26.6 (1,159,219 sf)
Anchor Building A PM: 88,608 sf
Adjoined Retail 51,831 sf
Warehouse Building B: 171,804 sf with expansion planned for an additional 12,400 sf
Total Building S.F. 312,243 sf or 324,643 sf w/ the planned expansion to the Warehouse (future outlot buildings not included in this total).
Total Parking stalls: 638 standard spaces, 14 ADA spaces for a total of 652 spaces

Anchor Building A consisting of Pete's Market and Adjoining Retail

- Pete's Fresh Market consisting of 88,608 SF of a full service grocery store.
- Adjoining retail consisting of 51,831 SF

Building B consisting of Warehouse and Adjoining Retail

- Warehouse consisting of 171,804 SF (not including the future expansion).

Energy efficient- building materials

- Energy efficient roofing materials
- High Efficiency RTUs
- Low E High Efficient thermal glass
- Munters dehumidification units
- Berner Air Curtains
- Recycled building materials
- Reclaimed – Repurposed hot water
- High efficiency rack systems
- High efficiency condensers with low scone velocity
- Destratification fans
- Radiant heat
- Recycled paper, plastic, foam,
- LED Lighting interior and exterior
- Motion, and vacancy sensors
- High efficiency ECM refrigeration motors
- LED case lightings
- Night curtains for refrigeration cases
- Door-lite on vertical refrigeration cases



Value to the community:

Job Creation

- Pete's Fresh Market: 200 employees
- Out-Lot Building: 40 employees
- Total estimated 240

Economics:

- Prominent Grocer
- Proprietary, and Isolated Warehouse distribution
- Established Retailers
- Increased Revenue to the Community
- New construction brings new interest in revitalization

Aesthetics:

- Modern approach in design with classic lines
- Repurposing existing supports green development
- Increased, and improved landscaping
- Filling a void in a vast parking lot

Property Values:

- Neighboring residential factored in our development design
- New development spurs other business to make improvements
- Increased traffic flow is an advantageous to neighboring business

PARK PLACE - Lot 1

GRAPHIC SCALE
1 inch = 30 feet

Lot 6
NOT INCLUDED
1 STORY BLOCK BUILDING

Lot 4
NOT INCLUDED

Lot 5
NOT INCLUDED

SUPER K MART
(16300 S. Harlem Ave.)
TALL ONE STORY CONCRETE BLOCK & STUCCO (171,804 Sq. Ft.)

ZONE 'X'
ZONE 'AE'

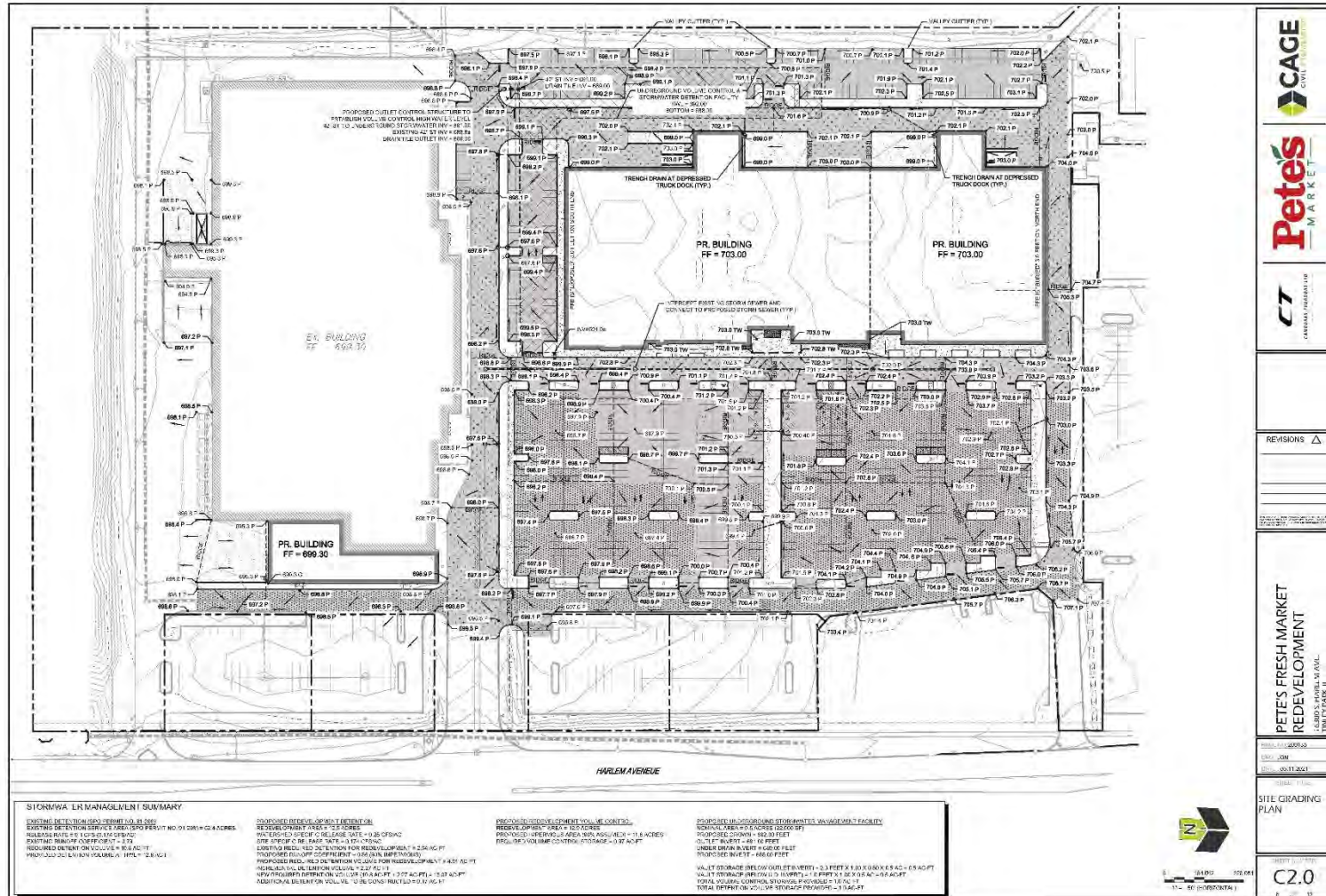
PARK VILLAS

Joseph A. Schudt & Associates
9450 ENTERPRISE DRIVE, MOKENA, ILLINOIS
PHONE: 708-720-1000 FAX: 708-720-1005
e-mail: jschudt@jasa.com http://www.jasom.com

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

Sheet 2 of 2
96-002-010

PROPOSED SITE PLAN



Zoning Information

Municipality – Village of Tinley Park

Existing Zoning – B-3

Proposed Zoning – B-3

Use and Area

Pete's Fresh Market – Mercantile Use – 88,608 sf

Inline Retail – Mercantile Use – 51,831 sf

Warehouse/Distribution Facility – Storage use (S-2) – 171,804 sf

Parking

Parking Ratio:

Business is 1 space for each 150 sf of gross leasable floor area – required parking = 591 spaces

Warehouse is 1 space for each (2) employees) plus (1) space for each vehicle used in the conduct of business = 36 spaces

Total spaces = 627 spaces (638 provided)



JAMES DREMONAS –STEPAHNIE DREMONAS
Owners

EUGENE GRZYNKOWICZ – G.C.

PETRO DREMONIS –P.M.

JD Real Estate Inc.
Peter Michael Reality Inc.
4333 S. Pulaski
Chicago, IL 69632

Ph. 773-843-1400 Fax: 773-843-9090

ATTACHMENT E - 2

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**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.**

**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**

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 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.

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 159th 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 159th 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 1st day of June, 2021.

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

NAYS: None

ABSENT: None

APPROVED THIS 1st 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
159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK
AND JMW PROPERTIES, LLC FOR PROPERTY AT 7061-7063 159TH STREET.**

**VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(7061-7063 159th 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 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 159th 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

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

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

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

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

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

95 **ARTICLE II**
96 **DEVELOPER OBLIGATIONS**

97 **2.1 Developer Obligations and Agreements.** In consideration of the substantial
98 commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to
99 the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill,
100 or has fulfilled, the following obligations:

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

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

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

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

349 **ARTICLE IV**
350 **AUTHORITY**

351 **4.1 Village Powers and Authority.** The Village hereby represents and warrants to
352 the Developer that the Village has full constitutional and lawful right, power and authority, under
353 currently applicable law, to execute and deliver and perform the terms and obligations of this
354 Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by
355 all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes
356 the legal, valid and binding obligation of the Village, and is enforceable in accordance with its
357 terms and provisions and the execution of this Agreement does not require the consent of any other
358 governmental authority.

359 **4.2 Developer Powers and Authority.** The Developer hereby represents and warrants
360 to the Village that the Developer has full lawful right, power and authority, under currently
361 applicable law, to execute and deliver and perform the terms and obligations of this Agreement,
362 and the foregoing has been or will be duly and validly authorized and approved by all necessary
363 Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation
364 of the Developer, is enforceable in accordance with its terms and provisions and does not require
365 the consent of any other party.

366 **4.3 Authorized Parties.** Except in cases where the approval or authorization of the
367 Village's Corporate Authorities is required by law, whenever, under the provisions of this
368 Agreement, or other related documents and instruments or any duly authorized supplemental
369 agreements, any request, demand, approval, notice or consent of the Village or the Developer is
370 required, or the Village or the Developer is required to agree to, or to take some action at, the
371 request of the other, such request, demand, approval, notice or consent, or agreement shall be given
372 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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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: Michael W. Goy
604

605 Village President

606 ATTEST: [Signature]
607
608 Village Clerk

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

623 Laura J Godette
Notary Public



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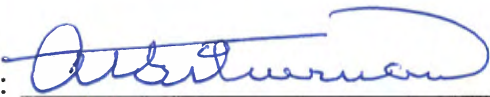
IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all
requisite authorizations as of the date first above written.

VILLAGE OF TINLEY PARK,
an Illinois Municipal Corporation
By: _____
Village President

ATTEST:

Village Clerk

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

By: 
Name: ALAN SILVERMAN
Its: INGR PARTNER,

609 STATE OF ~~ILLINOIS~~ ^{Colorado})
610 ~~COOK~~ ^{Denver}) 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 SNW 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 6th day of August, 2021.

622 Commission expires September 29, 2023

623 [Signature]
Notary Public

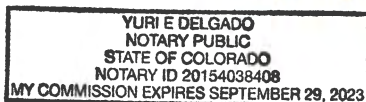


EXHIBIT A

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;

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

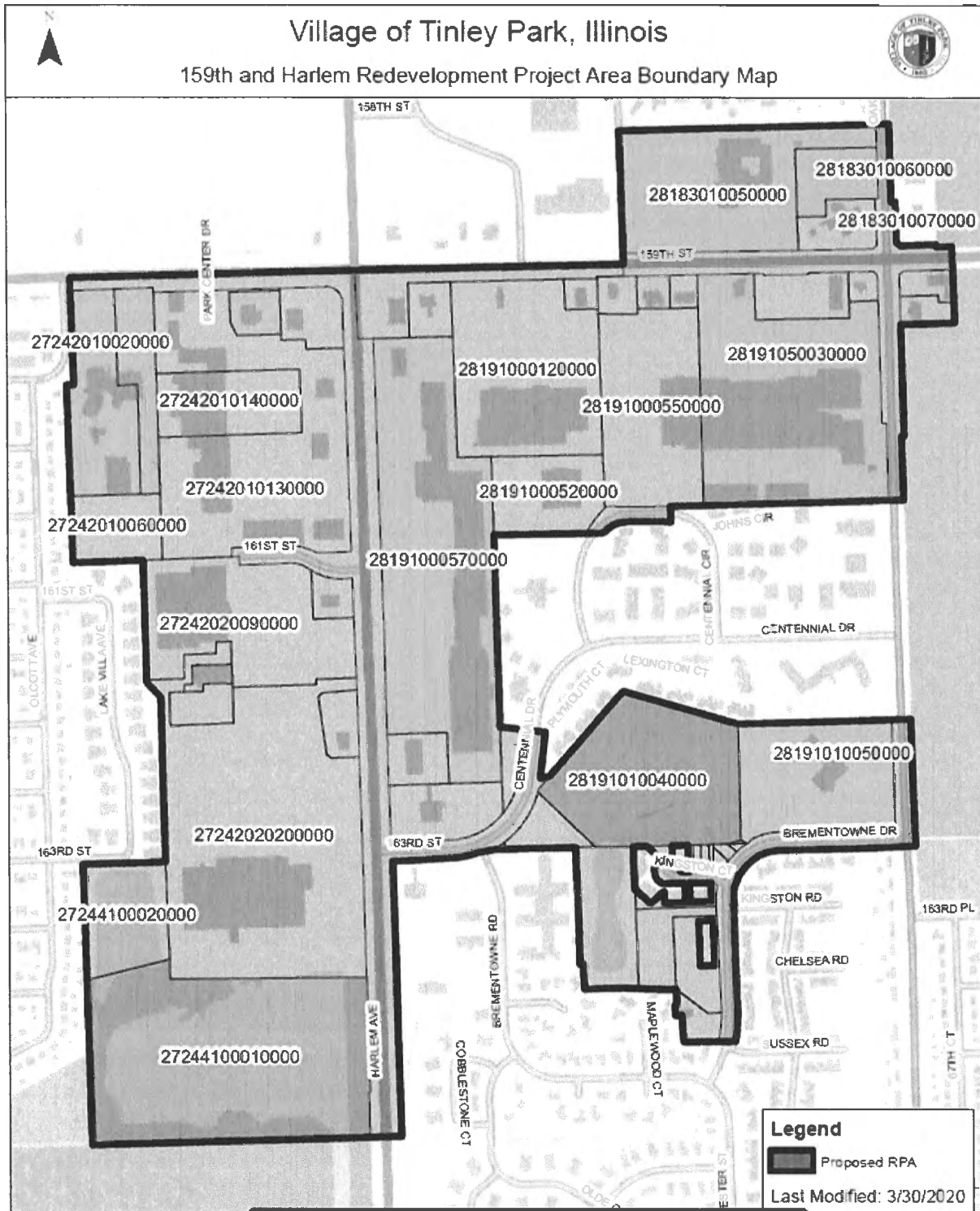


EXHIBIT B

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 159TH 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 159TH 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

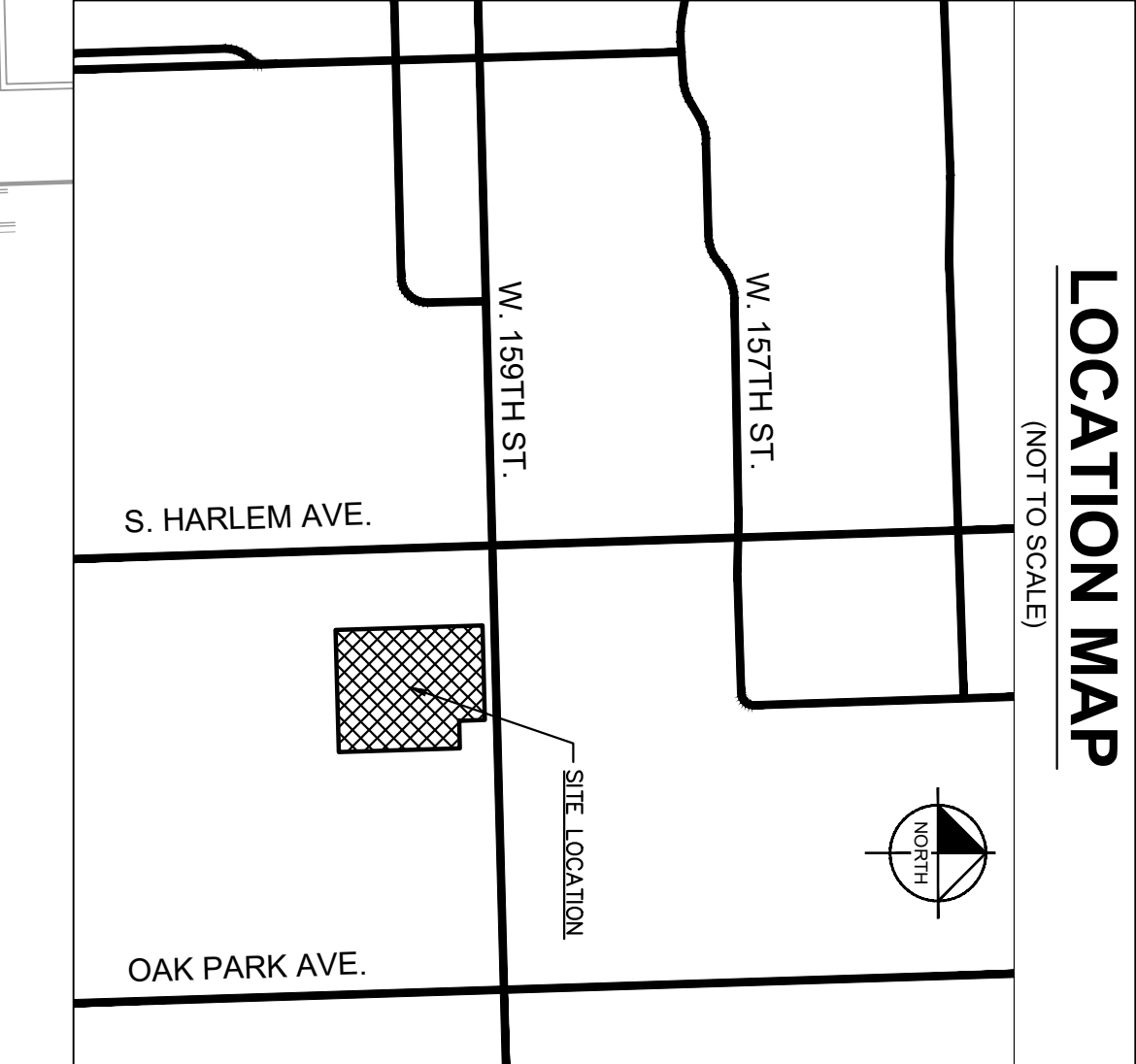
PIN(S): 28-19-100-057; 28-19-100-058

COMMONLY KNOWN AS: 7061-7063 159th Street
Tinley Park, Illinois

EXHIBIT C

Project Plans

SHEET INDEX	
SHEET NO.:	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

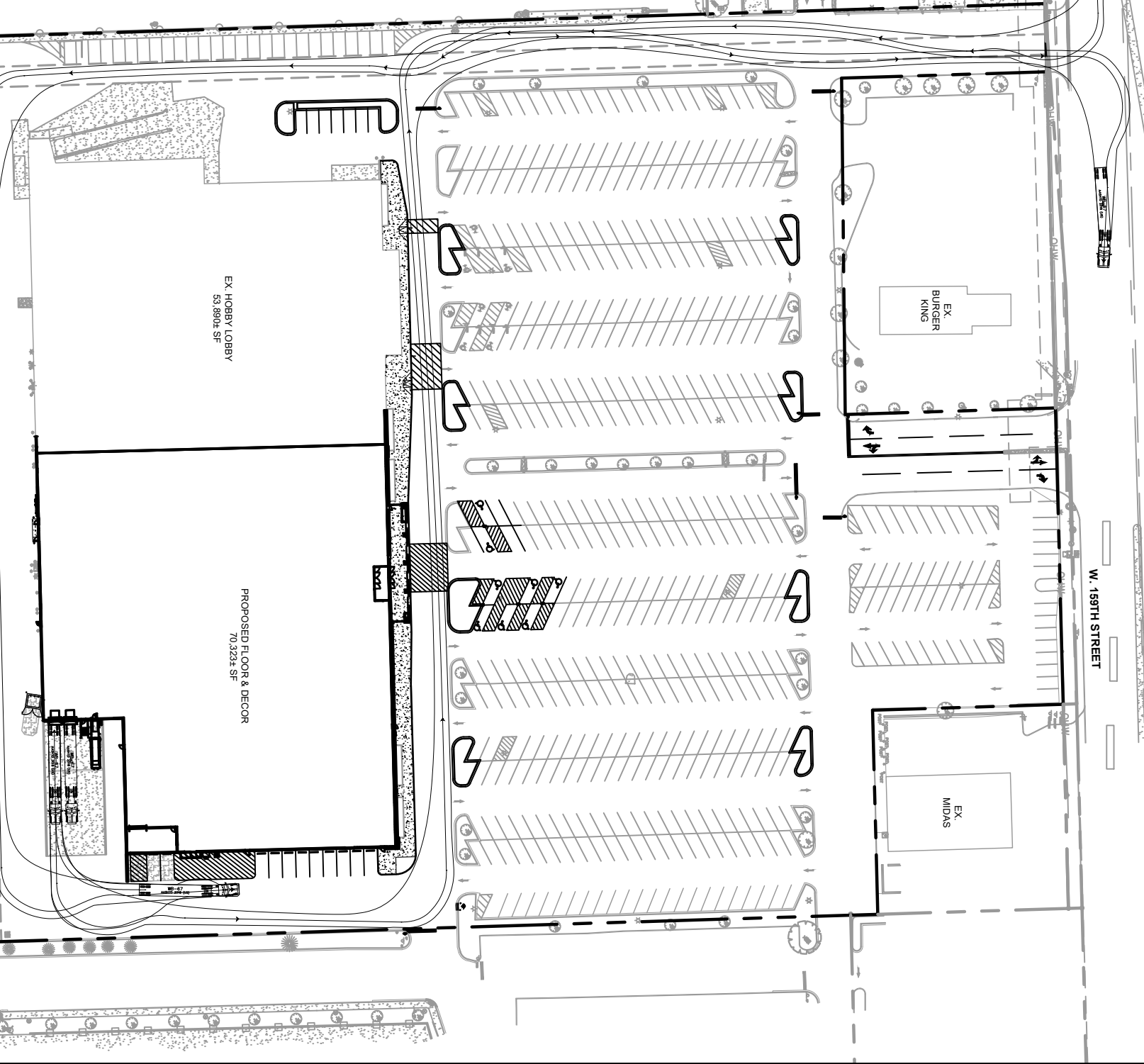
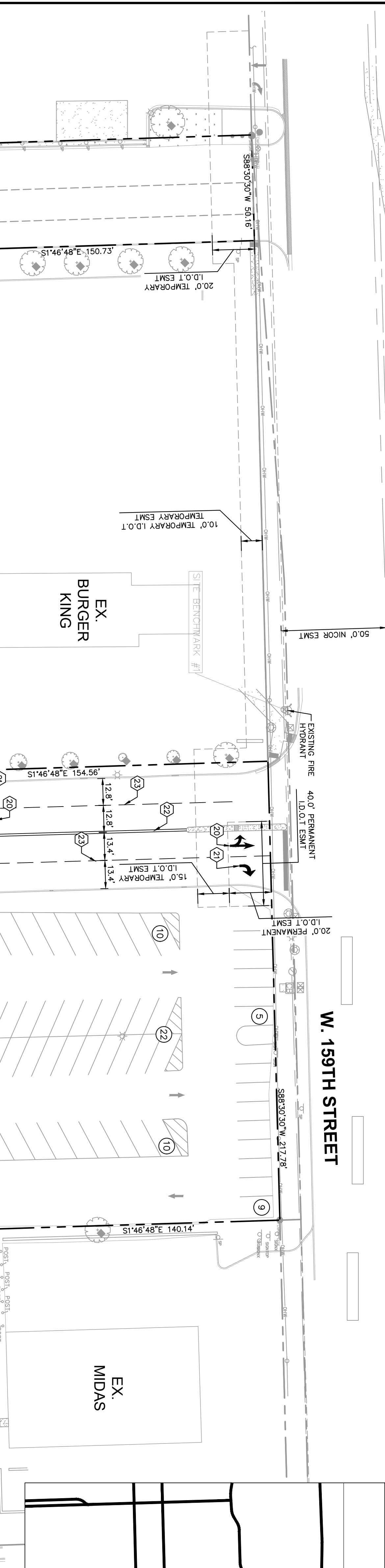


GENERAL NOTES	
1.	ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2.	BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3.	REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4.	RAMP ADJACENT TO PARKING STILL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3'-HET. THROAT.
5.	REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MAP FOR LOCATION OF ALL SIGNS.
6.	ALL PROPOSED ON-SITE SIGNING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

KEY NOTES	
1	8x12 CURB AND GUTTER, TYP. (SEE DETAILS)
2	6" BARRIER CURB (SEE DETAILS)
3	FLUSH CURB AND WALK
4	CONCRETE SIDEWALK, TYP. (SEE DETAILS)
5	ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS)
6	ACCESSIBLE PARKING SIGN, TYP. (AUTO RT-8, SEE DETAILS)
7	4" WIDE PAINTED YELLOW LINE, TYP.
8	4" PAINTED YELLOW STRIPING AT 45°, 4" ON CENTER, TYP.
9	CONNECT TO EXISTING PAVEMENT SIDEWALK, CURB, TYP. EXISTING ELEVATIONS.
10	TRASH COMPACTOR (SEE ARCHITECTURAL PLANS)
11	RUBBER WHEEL STOP
12	PR. BOLLARD, TYP. (SEE ARCHITECTURAL PLANS)
13	EX. BOLLARD TO REMAIN
14	RECYCLE/TRASH ENCLOSURE (SEE ARCHITECTURAL PLANS)
15	EXISTING LIGHT POLE TO REMAIN
16	24" WIDE STOP BAY, TYP. (SEE DETAILS)
17	STOP SIGN, TYP. (AUTO RT-1, SEE DETAILS)
18	CONCRETE KNEE WALL WITH RAILING
19	ACCESSIBLE CURB RAMP (SEE DETAILS)
20	COMBINATION TURN LEFT TURN AND THROUGH TRAFFIC ARROW
21	RIGHT TURN LANE USE TRAFFIC ARROW
22	4" WIDE DOUBLE YELLOW STRIPING (11" C-C)
23	4" WIDE PAINTED DASHED WHITE LINE
24	DIRECTIONAL PICK-UP SIGNAGE (SEE ARCHITECTURAL PLANS)
25	3 FT. WIDE CURB CUT

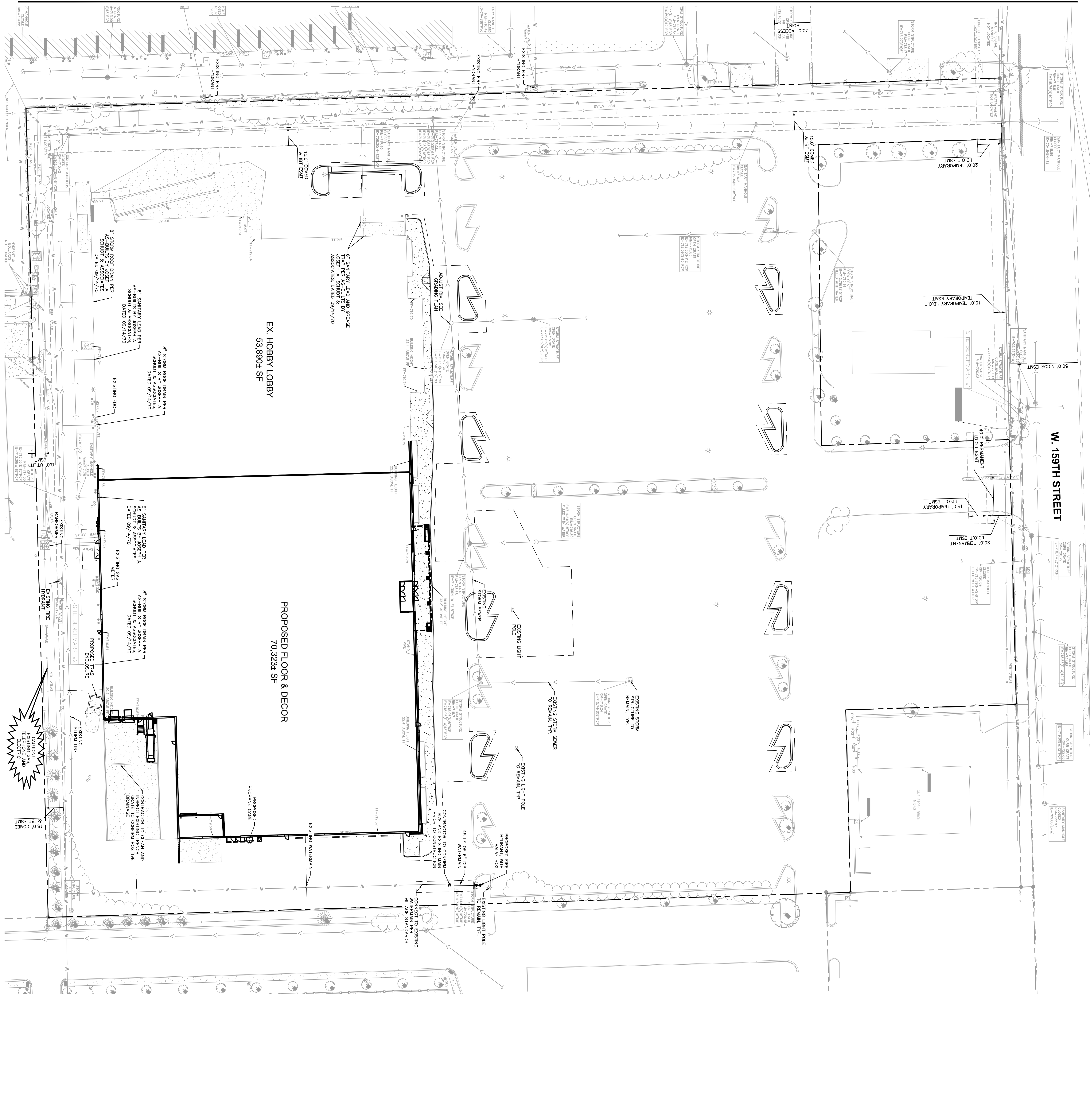
PARKING SUMMARY	
OVERALL PARKING SUMMARY	
RETAIL STORE PARKING REQUIREMENTS FOR 100,000 SQ. FT. GROSS LEASABLE FLOOR AREA	124,413 SF
RETAIL STORE BUILDING AREA (HOBBS LOBBY + FLOOR & DECOR)	828 SPACES
EXISTING PARKING SPACES	574 SPACES
PROPOSED PARKING SPACES	556 SPACES
TOTAL ADA SPACES REQUIRED:	12 SPACES
TOTAL ADA SPACES PROVIDED:	18 SPACES
ELOOR & DECOR PARKING SUMMARY	
BUILDING AREA	70,323 SF
REQUIRED PARKING	469 SPACES
EXISTING PARKING SPACES PROVIDED	268 SPACES
PROPOSED PARKING SPACES PROVIDED	264 SPACES
ADA SPACES REQUIRED	7 SPACES
EXISTING ADA SPACES PROVIDED	8 SPACES
PROPOSED ADA SPACES PROVIDED	8 SPACES

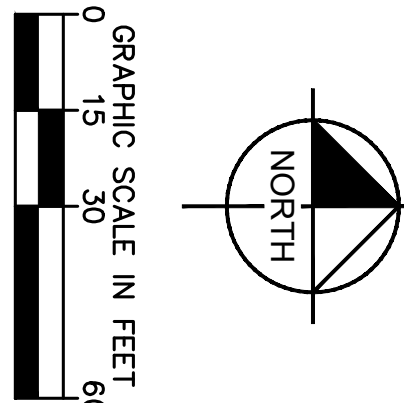
PAVING & CURB LEGEND	
	HEAVY DUTY ASPHALT PAVEMENT
	CONCRETE SIDEWALK
	HEAVY DUTY CONCRETE PAVEMENT
	MILL & OVERLAY



UTILITY NOTES	
1.	ALL WATER LINES ≥ 3" SHALL BE DUCTILE IRON PIPE, CLASS 52.
2.	CONTRACTOR SHALL COMPLY WITH ALL ORDINANCES TO EXISTING UTILITY
3.	CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL
4.	CONTRACTOR TO CALL "811" (1-800-882-0123) TO CORRELATE FIELD
5.	CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF
6.	OPERATIONS DURING INSTALLATION OF ANY ADJACENT TENANT'S TRAFFIC
7.	ALL DIMENSIONS ARE TO CENTERLINE OF PIPE OR CENTER OF MANHOLE
8.	LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS
9.	CONTRACTOR SHALL COMPLY WITH ALL ORDINANCES TO EXISTING UTILITY
10.	SEE DETAILS FOR LOCATING STORM STRUCTURES WITHIN THE CURB LINE

UTILITY LEGEND	
— W —	EX. WATER LINE
— W —	EX. HYDRANT
— W —	EX. WATER VALVE
— W —	EX. SANITARY SEWER LINE
— W —	EX. SANITARY SEWER MANHOLE
— W —	EX. SANITARY SEWER CLEANOUT
— W —	EX. STORM DRAIN LINE
— W —	EX. STORM STRUCTURE
— W —	EX. GAS LINE
— W —	EX. GAS METERS
— W —	EX. UNDERGROUND ELECTRIC LINE
— W —	EX. TRANSFORMER PAD
— W —	EX. UTILITY POLE
— W —	EX. UNDERGROUND TELEPHONE LINE
— W —	EX. TELEPHONE MANHOLE
— W —	EX. LIGHT POLE
— W —	PROPOSED WATER LINE
— W —	PROPOSED VALVE BOX
— W —	PROPOSED FIRE HYDRANT





Call Before You Dig
1-800-892-0123
TOLLE

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CALL	SIZE
	MA	8	ACEB X FREEMAN / AUTUMN FANTASY / FREEMAN MAPLE	B & B		2.5" CAL. MIN
	CC	8	CELTIS OCCIDENTALIS / CHICAGO OAK / COMMON HACKBERRY	B & B		2.5" CAL. MIN
	GS	6	GLEITSIA TRACANTHOS / SKYLINE / SIKOLINE HONEY LOCUST	B & B		2.5" CAL. MIN
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CALL	SIZE
	PF	1	PNUS FLEXILIS / VANDERVOULF'S PYRAMID / VANDERVOULF'S PYRAMID LUMBER PINE	B & B		6' HT MIN
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	AM	22	ARONIA MELANOCARPA / MORTON / TH / IRONICUS BEAUTY BLACK CHOKEBERRY	3 GAL	SEE PLAN	18" HT MIN
	CA2	61	CEANOTHUS MERICANUS / NEW JERSEY TEA	3 GAL	SEE PLAN	24" HT MIN
	FG	24	FOTHERGILLIA GARGENII / DWAFF FOTHERGILLIA	3 GAL	SEE PLAN	18" HT MIN
	HA	16	HYDRANGEA ARBORESCENS / ANNABELLE / ANNABELLE HYDRANGEA	5 GAL	SEE PLAN	24" HT MIN
	RG	37	RHUS AROMATICA / GRO-LOW / GRO-LOW FRAGRANT SUMAC	3 GAL	SEE PLAN	24" HT MIN
	ST	26	SPIRAEA BETULIFOLIA TOR / BROCHLEAF SPIRAEA	3 GAL	SEE PLAN	18" HT MIN
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	TS		TURF SEED			

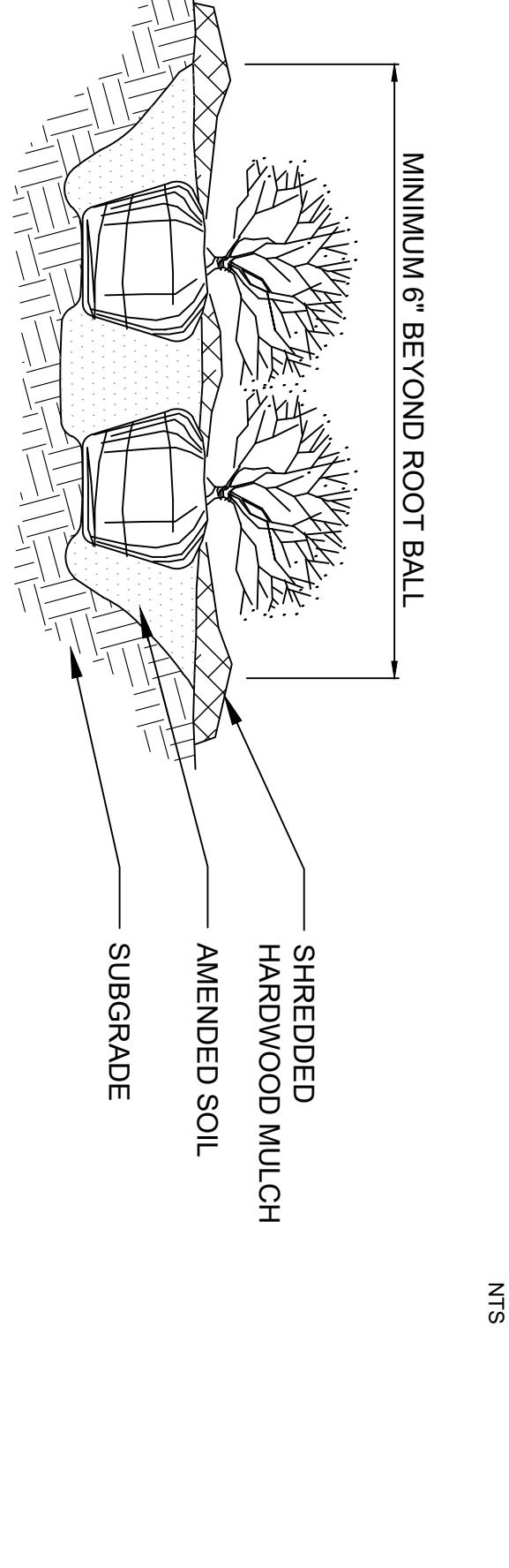
LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR OPERATIONS DURING MAINTENANCE PERIOD. CALL FOR UTILITY LOCATION PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLANS VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR PREMISES OR EXCAVATIONS THAT SETTLE.
- ALL PLANTS TO BE SPECIALLY GRADED, WELL BRANCHED, HEALTHY, FULL, FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. PLANTS SHALL BE FREE FROM NOTICABLE GAPS, HOLES, OR DEFECTS. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE UNWATERED IF NECESSARY TO PREVENT SOIL SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE MARK AT THE PROPER TIME AS PART OF THIS CONTRACT.
- THE OWNERS REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFECTED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
- ALL NURSERY STOCK SHALL BE GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE COMMERCIAL PLANTING.
- THE NURSERY STOCK SHALL HAVE A ONE-YEAR GUARANTEE.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-201) OR MOST CURRENT VERSION. REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTING SHALL BE PROTECTED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
- PLANTING AREAS TOPSOIL SHALL BE AMENDED WITH 25% SPAGNUM PEATMOSS, 5% HUMUS AND 70% FILLERED SOIL FOR ALL NON-TURF SEED MIX AREAS, SHRUB, ORNAMENTAL, GRASS, PERENNIAL AND ANNUAL BEDS.
- SEEDS/DO NOT LIMIT LINE AND APPROXIMATE. CONTRACTOR SHALL SEED/DO ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEEDS/DO MIXES.
- EDGING TO BE A SHARP EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SHARPENED EDGE TO PROVIDE A SHARP SEPARATION BETWEEN BEDS AND GRASS. A SHARPENED BED EDGE SHALL BE SHARPENED FROM TOP OR SEPARATE BEDS. A SHARPENED BED IS NOT REQUIRED ALONG CURVED EDGES.
- CONCRETE TURF SHALL BE SET IN PLACE AND COVERED WITH A 2" LAYER OF 1/2" CRUSHED GRANULATED WALKER AND GRASS/DOCKED AREAS. TREES PLACED IN AREA.
- INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE CONFINED TO THE BED WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 1' FROM UTILITY STRUCTURES.
- DO NOT DISTURB THE EXISTING DRAINAGE, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
- ALL UNDISTURBED AREAS TO BE SAVED OR RESEED. UNLESS OTHERWISE NOTED, SAVED AREAS SHALL BE MAINTAINED AS EXISTING GRASS AND UNLESS OTHERWISE NOTED, PLANT QUANTITIES SHALL BE MAINTAINED.
- THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROPERLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE. PLANTING AREAS SHALL BE KEPT FREE OF TRUNK LITTER, AND WEEDS AT ALL TIMES.

NOTES:

- INSPECT TREE FOR DAMAGED BRANCHES. APPLY CORRECTIVE PRUNING.
- SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. SURROUNDING GRADE WITH BUILD UP AND WIRE BASKET TIEBACK.
- SHRUBS: SET IN PLACE AND BURY AS DOWN FOR UP TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWIGS AND IF USED, SYNTHETIC MATERIAL. REMOVE TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
- BACKFILL REMAINDER EXCAVATED SOIL. TAMPED SOIL AMENDMENT PER LANDSCAPE NOTES.
- WATER THOROUGHLY WITHIN TWO HOURS USING TO APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
- LOCATION OF TREE TO BE APPROVED BY OWNER.

TREE PLANTING



NOTES:

- APPLY CORRECTIVE PRUNING.
- CONTAINER SHALL BE ONE INCH ABOVE SURROUNDING GRADE. FOR LARGER SHRUBS WITHIN PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
- PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
- CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
- PLUMB AND BACKFILL WITH AMENDED SOIL. PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
- EXTEND TO ALL LIMITS OF PLANTING BED. SEE PLANS FOR BED LAYOUTS.

SHRUB PLANTING

2

ARCHITECTURAL DESIGN+GUILD
3710 Sutton Blvd.
St. Louis, MO 63143
www.adg-stl.com
P: 314.644.1234
F: 314.644.4373

ALL ARCHITECTURAL AND ENGINEERING
REVISIONS SHALL BE MADE AND NOTED
ON THE DRAWING. ALL REVISIONS SHALL
BE MADE AND NOTED ON THE DRAWING.
OWNER: 3710 SUTTON BLVD.
ST. LOUIS, MO 63143

FLOOR & DECOR
2500 WIND RIDGE PARKWAY, SE
ATLANTA, GA 30339

CONSULTANT: (404) 471-1634

Kimley-Horn
4201 WINDING ROAD
WARRENVILLE, IL 60555

PHONE: (630) 487-5550

PROJECT:

FLOOR & DECOR
STORE #TBD
TINLEY PARK, IL

TINLEY PARK, ILLINOIS 60417

ISSUE DATE: XX/XX/XX
ISSUE NUMBER: 70,233 SF
JOB NUMBER: 2021.0030.00
PROJECT TYPE: 2020.03

ISSUE: 10/23/2021

Professional Engineer
JOSEPH P. ROBERTS
No. 023,200,000
EXPIRATION DATE: 11/30/2021

LICENCE: 0062-069577

LANDSCAPE PLAN

DRAWN: JPM / BMH
CHECKED: JPM

L1.0

EXHIBIT D

Project & Redevelopment Budgets

Project Budget	
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
Total	\$2,270,000
Redevelopment Budget	
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
Total Redevelopment Costs	\$1,235,000

*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 179th 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

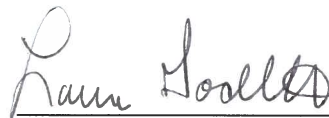
(RESURFACING OF ENTIRE PARKING LOT)

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 1st 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 1st day of June, 2021.



DEPUTY VILLAGE CLERK

ATTACHMENT E - 3

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2021-R-068

**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 163RD
& HARLEM LLC FOR PROPERTY AT 16300 S HARLEM AVENUE.
(PETE'S FRESH MARKET)**

**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**

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-068

**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 163RD
& HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE.
(PETE'S FRESH MARKET)**

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 163RD & Harlem LLC (the "Developer") 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 159th 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 the Developer, pursuant to said Agreement, to promote the economic development and revitalization of certain real property located at 16300 Harlem Avenue, Tinley Park, Illinois, PIN: 27-24-202-020-0000 and 27-24-202-021-0000; 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 the Developer; 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 the Developer, 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 20th day of July, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Sullivan

NAYS: None

ABSENT: Mueller

APPROVED THIS 20th day of July, 2021.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

**VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
16300 S. Harlem Ave, Tinley Park, Illinois 60477**

(Pete's Fresh Market)

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _st day of July, 2021 (the "Effective Date"), by and between the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (the "Village") and **163RD & HARLEM LLC**, an Illinois 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 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

WHEREAS, Developer 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 abandoned building retail store on the southern portion of the Property (the “Former Retail Store”); and

WHEREAS, Developer proposes to undertake a major capital investment in the Property and the Former Retail Store, including the renovation of the Former Retail Store into a warehouse, the construction of a new approximately 88,608 sq. ft. Pete’s Fresh Market grocery store (the “Grocery Store”); the construction of approximately 51,831 sq. ft. of retail tenant space north of the Grocery Store (“Retail Space”); and an optional approximately 12,400 sq. ft. expansion of the Former Retail Store for use as additional warehouse space.

WHEREAS, the Village has approved the final development plans for the renovation of the Former Retail Store into a warehouse and the construction of the Grocery Store and Retail Space (collectively, the “Project”), attached hereto as **Exhibit C**, as may be amended from time to time, are referred to herein as the “Project Plans”; and

WHEREAS, the Developer has estimated that the hard and soft costs for the Project are approximately \$36.68 million (the “Project Budget”) as set forth on **Exhibit D** attached hereto; and

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

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

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

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

67 **WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration,
68 have concluded that (A) the Developer meets high standards of creditworthiness on the basis it
69 will deploy its own capital to finance the Project (B) the development and construction of the
70 Project as provided herein will avoid significant vacancies at the Shopping Center, further the

71 growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area,
72 improve the environment of the Village, increase the assessed valuation of the real estate situated
73 within the Village, increase sales tax revenue, foster increased economic activity within the
74 Village's commercial sectors, increase employment opportunities within the Village by creating
75 and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping
76 Center and other retail properties in the Village, is in the best interest of the Village, and is
77 otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of
78 its residents and taxpayers; and (C) without the financial assistance contemplated by this
79 Agreement, the Project would not be feasible; and

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

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

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

90 The representations, covenants and recitations set forth in the foregoing recitals are
91 material to this Agreement and are hereby incorporated into and made a part of this Agreement as
92 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, 2022 (the "Project Completion Date"), subject to any Force Majeure Delays (as defined below) and atypical construction delays; provided, however, that if Developer has not commenced construction of the Project on or before October 31, 2021, (the "Project Commencement Date"), either Party shall have the right to terminate this Agreement.
- B. The Developer will exercise reasonable efforts to advance, or cause other parties to advance the funds necessary to construct and complete the Project.
- 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 (collectively, the "Village Approvals"). The Village will expeditiously process all of the Developer's requests and applications for Village Approvals.
- D. In the event a claim is made against the Village, its officers, officials, agents and employees or any of them, or if the Village, its officers, officials, agents and employees or any of them (the "Indemnified Party" or "Indemnified

Parties”), is made a party-defendant in any proceeding arising out of or in connection with the Developer’s construction, operation, duties, obligations and responsibilities under the terms of this Agreement, the Project, including but not limited to, any claim or cause of action concerning construction of the Project and matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, the Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith (collectively, “Losses”); provided, however, that to the extent that any Losses are caused the negligence, fraud or willful misconduct of, or the violation of any applicable law, regulation, code or ordinance by, any Indemnified Party, the Developer shall have no obligation to indemnify such Indemnified Parties for any such Losses. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer 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 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, or the violation of any applicable law, regulation, code or ordinance by, 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 ("Unconstitutional Finding"), 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. In the event of an Unconstitutional Finding, Developer shall, at its option, be released from its obligations under this Agreement.

164 F. Upon reasonable (no less than two (2) business days) prior written notice,
165 the Village Manager, or his designee, shall have access to all portions of the
166 Project while it is under construction during normal business days and hours
167 for the purpose of determining compliance with this Agreement, applicable
168 laws and applicable regulations; provided, however, that any such person(s)
169 shall comply with all construction site rules and regulations while such
170 person(s) is on or near the Property. Additionally, the Developer shall keep
171 and maintain detailed accountings of expenditures demonstrating the total
172 actual costs of the Developer's Project costs. As and to the extent the same
173 are disclosed to Village in compliance with subsection G. below, the Village
174 shall treat all such information as confidential business materials, the
175 disclosure of which would cause the Developer competitive harm. All such
176 books, records and other documents, including but not limited to the general
177 contractor's and subcontractors' sworn statements, general contracts,
178 subcontracts, purchase orders, waivers of lien, paid receipts and invoices,
179 and documentation evidencing that the Developer has incurred and paid any
180 expense for which reimbursement as the Developer's Project costs,
181 including Redevelopment Project Costs, is sought by Developer hereunder
182 shall be made available in electronic format for inspection, copying, audit
183 and examination, solely to enable the Village to comply with the Act, by an
184 authorized representative of the Village for a period of one (1) year after
185 issuance of the Certificate of Completion (as defined below). The Village
186 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.

G. The Developer shall cooperate with the Village and provide the Village with the information in Developer's possession or control required and necessary under the Act to enable the Village to comply with the Act and its obligations under this Agreement.

H. The Developer shall comply with the fair employment/affirmative action principles required by the Act and the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Project.

I. The Developer has furnished to the Village a Project Budget showing total costs for the Project in the amount of \$36.68 million as set forth in Exhibit D. The Developer hereby certifies to the Village that, to the best of the Developer's knowledge as of the date of this Agreement, the Project Budget attached as Exhibit D is a true, correct and complete, good faith estimate of the Project Budget as of the date hereof in all material respects.

2.2 Representations and Warranties About Ownership. The Developer represents, warrants and covenants that, to its knowledge, no member, official, officer, employee of the Village, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the Village or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,

or will own or control any interest in the Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the Act. Any representation or warranty made "to Seller's actual knowledge" or similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2, "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.

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 in order to induce the Developer to undertake the Project, the Village shall provide economic assistance to the Developer by reimbursing it for Five Million Five Hundred Thousand Dollars and No Cents (\$5,500,000.00) in Redevelopment Project Costs, or twenty percent (20%) of the Actual Project Costs, as defined in Section 3.6(A) below, whichever is less (the "Maximum Reimbursement Amount") by annual installment payments (the "Economic Assistance") commencing as soon as Available Increment Taxes (defined below) are available for payment to the Developer. 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

A. **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 eighty percent (80%) 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) under the Act and which have been of the Act which
are eligible for reimbursement approved in the TIF Ordinances. The term
"Available Incremental Tax Term" shall mean that approximately 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 approximately 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 2022 and real estate taxes for calendar year 2022 payable in calendar year 2023 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 the date such Available Incremental Taxes for such year are paid to Developer (estimated to be December 1, 2023) and end on the date the tenth (10th) annual payment of Available Incremental Taxes are paid to Developer (estimated to be December 1, 2033).]

B. Commencing the sixth year of the Available Incremental Tax Term, the Village agrees to review with Developer the payment of Available Incremental Taxes relative to the Maximum Reimbursement Amount, and consider modification of the Available Incremental Taxes in the event the Maximum Reimbursement Amount will not be paid at the conclusion of Available Incremental Tax Term. Any decision to modify the payment of the Available Incremental Taxes is at the Village's sole discretion.

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 the applicable 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 (which shall be deemed to have occurred upon the issuance of a temporary or permanent Certificate of Occupancy by the Village), 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.

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 (which shall be deemed to have

occurred upon the issuance of a temporary or permanent Certificate of Occupancy by the Village) 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 completion of the Project in accordance with the terms of this Agreement, 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, as applicable does not conform to this Agreement or has not been completed in accordance with this Agreement, and the measures which must be taken by the Developer in order to obtain the applicable Certificate of Completion ("Punch List"). The Punch List shall be deemed binding on the Village and once issued, the Village shall not be permitted to add items to the Punch List, with the exception of items related to life safety or required by governmental agencies or state and federal law. The Developer may resubmit a written request for a Certificate of Completion upon accomplishment of the items on the Punch List.

3.5 Developer Indemnification. In the event a claim is made against the Developer, its members, managers, 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: (a) the Village's duties, obligations and responsibilities under the terms of this Agreement, (b) the Village's breach of any of its obligations under this Agreement, (c) the Village's violation of any applicable law, regulation, code or ordinance; or (d) any negligence, fraud or willful misconduct of the Village, the Village shall, to the extent permitted by law,

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.

3.6 Terms and Conditions of Economic Assistance. The Parties recognize and agree that the Village's commitment to provide the Economic Assistance to Developer is expressly contingent upon Developer's completion of the Project (as provided in Section 3.4 above), and the operation of the Grocery Store (by an affiliated operating entity separate from Developer) for a period of at least ten (10) years (the "Grocery Store Operation Period"). If Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, fail to operate the Grocery Store for the Grocery Store Operation Period, it shall forfeit all then unpaid future Economic Assistance it may be entitled to pursuant to this Agreement and be required to reimburse the Village for all Economic Assistance paid to Developer pursuant to the following schedule:

Grocery Store Years of Operation	Percentage of Economic Assistance to be Repaid
0	100%
1	90%
2	80%
3	70%

4	60%
5	50%
6	40%
7	30%
8	20%
9	10%

3.7 A failure to temporarily operate a Grocery Store for a period of up to one (1) year due to business interruptions caused by remodeling, 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 or labor, unusually adverse weather conditions, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, shall be considered a "Permitted Operational Delay." In the event of a Permitted Operational Delay, Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, shall notify the Village of the nature of the event claimed to constitute Permitted Operational Delay. Notification shall be provided in accordance with Section 6.8. Operation of the Grocery Store impaired by reason of the designated event and the Village's right to seek reimbursement under Section 3.6 shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns 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 event shall the Permitted Operational Delay exceed one (1) year.

3.8 Developer shall have no further obligations under this Agreement.

**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 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.

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

428 **5.3 Default Shall Not Permit Termination of Agreement.** No default under this
429 Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement;
430 provided, however, this limitation shall not affect any other rights or remedies the Parties may
431 have by reason of any default under this Agreement.

432 **5.4 Right to Enjoin.** In the event of any violation or threatened violation of any of
433 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a
434 court of competent jurisdiction for an injunction against such violation or threatened violation,
435 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 or labor, 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

461 affected which in fact interferes with the ability of such Party to discharge its obligations hereunder
462 (in each case, a "Force Majeure Delay"). In each case where a Party hereto believes its
463 performance of any specific obligation, duty or covenant is delayed or impaired by reason of an
464 event of Force Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the
465 other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically,
466 the obligation, duty or covenant which it believes is delayed or impaired by reason of the
467 designated event. Notification shall be provided in accordance with Section 6.8. Performance of
468 the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that
469 period of time reasonably necessary to remove or otherwise cure the impediment to performance
470 and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy
471 or cure with reasonable diligence given the nature of the impairment, to the extent the same may
472 be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any
473 obligation, duty or covenant not directly or indirectly implicated in the claimed event of Force
474 Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled,
475 by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to
476 challenge the validity of a claimed event of Force Majeure Delay. Force Majeure Delays will not
477 apply to a Party's obligation under this Agreement to pay money to another Party.

478 **6.4 Amendment.** This Agreement, and any exhibits attached hereto, may be amended
479 only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of
480 an ordinance or resolution of the Village approving said written amendment, as provided by law,
481 and by the execution of said written amendment by the Parties or their successors in interest.
482 Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment
483 to this Agreement. In addition, the Village Manager may effect Minor Modifications to this

484 Agreement without the same being deemed an amendment to this Agreement which requires action
485 by the Village President and the Board of Trustees. For the purposes of this Agreement, the term
486 "Minor Modification" means a modification or waiver of any requirement, specification, or other
487 term set forth in this Agreement, consented to by the Parties in writing, whereby such
488 modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

489 **6.5 Entire Agreement.** This Agreement sets forth all agreements, understandings and
490 covenants between and among the Parties relative to the matters herein contained. This Agreement
491 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be
492 deemed a full integration of the entire agreement of the Parties.

493 **6.6 Severability.** If any provisions, covenants, agreement or portion of this
494 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall
495 not affect the application or validity of any other provisions, covenants or portions of this
496 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement
497 are declared to be severable.

498 **6.7 Consent or Approval.** Except as otherwise specifically provided in this
499 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is
500 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

501 **6.8 Illinois Law.** This Agreement shall be construed in accordance with the laws of the
502 State of Illinois.

503 **6.9 Notice.** Any notice, request, consent, approval or demand (each, a "Notice") given
504 or made under this Agreement shall be in writing and shall be given in the following manner: (A)
505 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return
506 receipt requested; or (C) by commercial overnight delivery of such Notice for next business day

delivery. All Notices shall be delivered to the addresses set forth in this Section 6.8. Notice served by certified mail shall be effective on the fifth Business Day (as defined below) after the date of mailing. Notice served by commercial overnight delivery for next business day shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first "business hour" of a Business Day shall be 8:00 a.m. Central time and the last "business hour" shall be 6:00 p.m. Central time. The term "Business Day" shall be Monday through Friday, excluding federal and State of Illinois holidays.

If to the Village:

Village of Tinley Park
Attn: Village Manager
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
dniemeyer@tinleypark.org

with a copy to:

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

If to the Developer:

163rd & Harlem LLC
4333 South Pulaski Road
Chicago, Illinois 60632
Attention: Stephanie Dremonas
stephanie@pmrealtyinc.com

with a copy to:

Horwood Marcus & Berk Chtd.
Attention: David H. Sachs
500 West Madison Street, Suite 3700
Chicago, Illinois 60661
dsachs@hmbllaw.com

540
541 **6.10 Counterparts.** This Agreement may be executed in several counterparts, each of

542 which shall be an original and all of which shall constitute but one and the same agreement.

543 **6.11 Term of Agreement.** The term of this Agreement shall commence on the Effective

544 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement

545 Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided,

546 however, the Village's obligation to make a final reimbursement payment of Available

547 Incremental Taxes under either Available Incremental Tax Term shall survive the term of the

548 Agreement and the Developer's rights and remedies to enforce such obligation shall survive the

549 term of the Agreement.

550 **6.12 Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to

551 exercise their rights and remedies hereunder and to perform their covenants, agreements and

552 obligations hereunder, reasonably and in good faith.

553 **6.13 Drafting.** Each Party and its counsel have participated in the drafting of this

554 Agreement therefore none of the language contained in this Agreement shall be presumptively

555 construed in favor of or against either Party.

556 **6.14 Recording.** The Developer shall be permitted to record, at its costs and expense, a

557 memorandum of this Agreement with the Cook County Recorder of Deeds.

558 **6.15 Covenants Run with the Land/Successors and Assigns.** It is intended that the

559 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in

560 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all

561 such covenants shall run with and be enforceable against both the covenanted and the Property.

562 Such covenants shall terminate upon termination or expiration of this Agreement. On or before

563 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm

564 termination of this Agreement which Developer may, at its sole cost and expense, record against
565 the Property. This Agreement shall inure to the benefit of, and shall be binding upon each
566 Developer and each Developer's respective successors, grantees and permitted assigns, and upon
567 successor corporate authorities of the Village and successor municipalities.

568 **6.16 Assignment.** Prior to issuance of the Certificate of Completion, Developer may
569 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an
570 affiliate or party providing financing for the Project, without the prior express written consent
571 of the Village. After to issuance of the Certificate of Completion, the Developer may assign
572 this Agreement, or any rights of obligations hereunder, provided that the Developer delivers
573 notice not more than thirty (30) days after such assignment taking effect.

574 **6.17 Partial Funding.** Except as otherwise set for in this Agreement, the Developer
575 acknowledges and agrees that the economic assistance to be received by the Developer as set forth
576 in this Agreement is intended to be and shall be a source of partial funding for the Project and
577 agrees that any additional funding above and beyond said economic assistance shall be solely the
578 responsibility of the Developer. The Developer acknowledges and agrees that the amount of
579 economic assistance set forth in this Agreement represents the maximum amount of economic
580 assistance to be received by the Developer, provided the Developer complies with the terms and
581 provisions set forth in this Agreement. The Developer further acknowledges and agrees that the
582 Village is not a joint developer or joint venturer with the Developer and the Village is in no way
583 responsible for completion of any portion of the Project.

584 **6.18 Attorney Fees.** Should it become necessary to bring legal action or proceedings to
585 enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this
586 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]

610

611

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all

612

requisite authorizations as of the date first above written.

613

614

VILLAGE OF TINLEY PARK,

615

an Illinois Municipal Corporation

616

By:

617

618

Village President

619

ATTEST

620

621

Village Clerk

163RD & HARLEM LLC,

an Illinois limited liability company

By:

Name:

Its:

Stephanie Demaris
Executive Officer

610

611

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all

612

requisite authorizations as of the date first above written.

613

614

VILLAGE OF TINLEY PARK,

615

an Illinois Municipal Corporation

616

By: Michael W. Stog

617

618

Village President

619

ATTEST [Signature]

620

621

Village Clerk

163RD & HARLEM LLC,

an Illinois limited liability company

By: _____

Name: _____

Its: _____,

622

623

624

STATE OF ILLINOIS)

625

) SS

626

COUNTY OF COOK)

627

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO

628

HEREBY CERTIFY that the above-named Stephanie Dremonas is personally known to

629

me to be the Executive Officer of 163rd & Harlem LLC, and also personally

630

known to me to be the same person whose name is subscribed to the foregoing instrument as such

631

Executive officer and respectively, and that he appeared before me this day in person

632

and severally acknowledged that, as such Executive officer, he signed and delivered

633

the said instrument, pursuant to authority given by the limited partnership as his free and voluntary

634

act, and as the free and voluntary act and deed of said 163rd & Harlem LLC of said limited

635

partnership, for the uses and purposes therein set forth.

636

GIVEN under my hand and official seal, this 20th day of August, 2021.

637

Commission expires 7/11/22 [Signature]

638

Notary Public

639

640

641

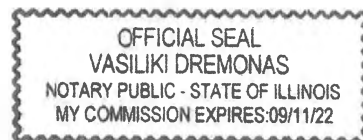


EXHIBIT A

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;

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.

Village of Tinley Park, Illinois

EXHIBIT B

Legal Description and Map of Property

PARCEL 1:

LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 21, 1991 AS DOCUMENT 91303346, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS", AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

PIN(S): 27-24-202-020-0000; 27-24-202-020-0000

COMMONLY KNOWN AS: 16300 South Harlem Avenue
Tinley Park, Illinois

EXHIBIT C
Project Plans

EXHIBIT D
Project & Redevelopment Budgets

DETAILED BUDGET		
Land Acquisition:	\$	5,000,000
Soft Costs/Fees:		
Construction Documents	\$	317,000
Design Schematic	\$	127,624
Entitlements	\$	30,876
Legal/Accounting	\$	158,500
Commissions	\$	245,000
Total Soft Cost/Fees	\$	879,000
Hard Construction Costs:		
Excavation/Sitework/Demo	\$	1,800,000
Steel	\$	2,200,000
Concrete/Paving (core/shell)	\$	700,000
Masonry	\$	1,600,000
Roof/Metal Panel	\$	1,250,000
Electrical (core/shell)	\$	450,000
Mechanical (Sewer and Water)	\$	2,500,000
Carpentry (core/shell)	\$	325,000
General Requirements	\$	100,000
Distribution Center	\$	3,500,000
Additional Tenants	\$	4,500,000
Tenant Improvements Build Out:		
Concrete/Paving	\$	300,000
Electrical	\$	1,750,000
Carpentry	\$	325,000
Tile	\$	20,000
Wood	\$	1,200,000
Signage	\$	300,000
Paint	\$	75,000
Fire Protection	\$	225,000
Plumbing	\$	200,000
Landscaping and Irrigation	\$	400,000
Furniture, Fixture, & Equipment:		
Carpeting	\$	5,000
Door	\$	45,000
Equipment	\$	500,000
Equipment Cooking	\$	100,000
HVAC	\$	350,000
Interior Shelving	\$	50,000
Lights and Fixtures	\$	300,000
Refrigeration	\$	2,400,000
Store Fixture	\$	45,000
Dock Levelers	\$	40,000
Pressure Washer	\$	9,000
Compactor	\$	35,000
Faucets	\$	15,000
Steel Doors	\$	30,000
Cart Corrals	\$	15,000
Registers	\$	240,000
Money Counters	\$	5,000
Service Counters	\$	35,000
Toilet Partitions	\$	13,000
Cases/Refrigeration	\$	2,500,000
Steel (Racks)	\$	350,000
Total Hard Cost	\$	30,802,000
Total Development Cost	\$	36,681,000

EXHIBIT E

Form of Disclosure Affidavit

State of Illinois)
) ss
County of _____)

I, _____, reside at _____ in the City/Village of _____, County of _____, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the _____ of _____ (the "Developer").

That the property in question has a common street address referred to as: _____, in the Village of Tinley Park, County of Cook, State of Illinois, and with a Property Index Number(s) of _____ (hereinafter "Redevelopment Property").

That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement between the Developer and the Village, Illinois law requires the owner, authorized trustee, corporate official or managing member or agent to submit a sworn affidavit to the Village 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.

As the owner, authorized trustee, corporate official or managing member or agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are _____; or
- (b) The shareholders with more than 7.5% interest are _____; or
- (c) The members with more than 7.5% interest in the limited liability company are _____, or
- (d) The corporation is publicly traded and there is no readily known individual having greater than a 7.5% interest in the corporation.

This instrument is made to induce the Village to enter into the redevelopment agreement and in accordance with the Illinois law.

Affiant: _____

Subscribed and Sworn to before me this _____ day of September, 2021.

Notary Public

EXHIBIT F

Form of Certificate of Expenditure

Date: _____, 2021

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

Re: 163RD & HARLEM 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. 2021-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.

163RD & HARLEM LLC

By: _____

Name: _____

Title: _____

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

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-068, "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 163RD & HARLEM, LLC FOR PROPERTY AT 16300 S. HARLEM AVENUE" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 20th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of July, 2021.


VILLAGE CLERK

ATTACHMENT E - 4

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

RESOLUTION **NO. 2022-R-020**

**A RESOLUTION APPROVING AN AMENDMENT TO THE VILLAGE OF TINLEY
PARK TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND J-M-W PROPERTIES,
LLC (7061-7063 159th STREET/RESOLUTION NO. 2021-R-034)**

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

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

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

RESOLUTION NO. 2022-R-020

**A RESOLUTION APPROVING AN AMENDMENT TO THE VILLAGE OF TINLEY
PARK TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND J-M-W PROPERTIES,
LLC (7061-7063 159th STREET/RESOLUTION NO. 2021-R-034)**

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 J-M-W Properties, LLC ("Developer") entered into that certain Redevelopment Agreement dated as of June 1, 2021, pursuant to Resolution No. 2021-R-034 (the "Original Redevelopment Agreement") for the redevelopment of certain property located in the Village of Tinley Park, Illinois (the "Project"); and

WHEREAS, due to difficult weather conditions and the resulting delays, Developer has requested an extension to complete landscaping, parking lot redevelopment, and installation of a new roof; and

WHEREAS, the Village and Developer desire to amend the Original Redevelopment Agreement to permit Developer to substantially complete the Project on or before May 31, 2022; and

WHEREAS, it is the intent of the Village and J-M-W, pursuant to said Agreement, to promote the economic development and revitalization of certain real property located at 7061-7063 159th 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 grant the extension as set forth in the Amendment to the Original Redevelopment Agreement attached hereto; 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 Amendment To The Village Of Tinley Park Tax Increment Financing Redevelopment Agreement (7061-7063 159th Street) (the "Amendment") between the Village of Tinley Park and J-M-W Properties, LLC, as set forth in Exhibit A, be entered into and the Village President is hereby authorized to execute and memorialize said Amendment, subject to 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 15th day of February, 2022.

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

NAYS: None

ABSENT: None

APPROVED THIS 15th day of February, 2022.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

**AMENDMENT TO
VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK
AND J-M-W PROPERTIES, LLC
(7061-7063 159TH STREET/RESOLUTION NO. 2021-R-034)**

THIS AMENDMENT TO THE REDEVELOPMENT AGREEMENT (“Amendment”) is made and entered into this 15th day of February, 2022 (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).

RECITALS

WHEREAS, The Village and Developer entered into that certain Redevelopment Agreement dated as of June 1, 2021, pursuant to Resolution No. 2021-R-034 (the “Original Redevelopment Agreement”), attached hereto as **Exhibit A**, for the redevelopment of certain property located in the Village of Tinley Park, Illinois (the “Project”); and

WHEREAS, due to difficult weather conditions and the resulting delays, the Developer has requested an extension to complete landscaping, parking lot redevelopment, and installation of a new roof; and

WHEREAS, the Parties desire to amend the Original Redevelopment Agreement to permit Developer to substantially complete the Project on or before May 31, 2022;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the Village and the Developer do hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby adopted as if fully restated herein.

Section 2. Section 2.1(A) of the Original Redevelopment Agreement is hereby amended to read as follows:

- 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 May 31, 2022, 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").

Section 3. Continuing Effect. In all other respects, the Original Redevelopment Agreement is in full force and effect and is ratified as amended hereby.

Section 4. Effective Date. The Effective Date of this Amendment shall be the date on which the last of the Parties executes this Amendment.

[SIGNATURE PAGES FOLLOW]

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

VILLAGE OF TINLEY PARK,
an Illinois Municipal Corporation

By: Michael W. Stoj

Village President

ATTEST:

Nancy M. O'Connor
Village Clerk

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

By: A. Silverman
Name: ALAN SILVERMAN
Its: MBR PARTNER

Exhibit A

Resolution No. 2021-R-034

“Original Redevelopment Agreement”

THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

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.**

**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**

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 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.

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 159th 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 159th 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 1st day of June, 2021.

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

NAYS: None

ABSENT: None

APPROVED THIS 1st 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
159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK
AND JMW PROPERTIES, LLC FOR PROPERTY AT 7061-7063 159TH STREET.**

5/26/21

**VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(7061-7063 159th 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 159th 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.

349 **ARTICLE IV**
350 **AUTHORITY**

351 **4.1 Village Powers and Authority.** The Village hereby represents and warrants to
352 the Developer that the Village has full constitutional and lawful right, power and authority, under
353 currently applicable law, to execute and deliver and perform the terms and obligations of this
354 Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by
355 all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes
356 the legal, valid and binding obligation of the Village, and is enforceable in accordance with its
357 terms and provisions and the execution of this Agreement does not require the consent of any other
358 governmental authority.

359 **4.2 Developer Powers and Authority.** The Developer hereby represents and warrants
360 to the Village that the Developer has full lawful right, power and authority, under currently
361 applicable law, to execute and deliver and perform the terms and obligations of this Agreement,
362 and the foregoing has been or will be duly and validly authorized and approved by all necessary
363 Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation
364 of the Developer, is enforceable in accordance with its terms and provisions and does not require
365 the consent of any other party.

366 **4.3 Authorized Parties.** Except in cases where the approval or authorization of the
367 Village's Corporate Authorities is required by law, whenever, under the provisions of this
368 Agreement, or other related documents and instruments or any duly authorized supplemental
369 agreements, any request, demand, approval, notice or consent of the Village or the Developer is
370 required, or the Village or the Developer is required to agree to, or to take some action at, the
371 request of the other, such request, demand, approval, notice or consent, or agreement shall be given
372 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.

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

If to the Village:

Village of Tinley Park
Attn: Village Manager
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
dniemeyer@tinleypark.org

with a copy to:

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

If to the Developer:

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

517 with a copy to:

518 Michael Silverman
519 28 South Madison Street
520 Denver CO, 80209

521
522 Jim Beien
523 3005 W. Catalpa Avenue
524 Chicago, IL 60625

525 And to:

526
527 O'Rourke, Hogan, Fowler & Dwyer, LLC
528 10 S. LaSalle Street, Suite 3700
529 Chicago, IL 60603
530 Attn: Howard Goldblatt
531

532 6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of
533 which shall be an original and all of which shall constitute but one and the same agreement.

534 6.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective
535 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement
536 Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided,
537 however, the Village's obligation to make a final reimbursement payment of Available
538 Incremental Taxes under either Available Incremental Tax Term shall survive the term of the
539 Agreement and the Developer's rights and remedies to enforce such obligation shall survive the
540 term of the Agreement.

541 6.12 **Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to
542 exercise their rights and remedies hereunder and to perform their covenants, agreements and
543 obligations hereunder, reasonably and in good faith.

544 6.13 **Drafting.** Each Party and its counsel have participated in the drafting of this
545 Agreement therefore none of the language contained in this Agreement shall be presumptively
546 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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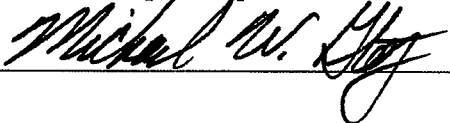
596

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: _____
Its: _____

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

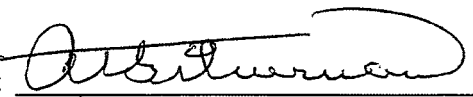
603 By: _____
604

605 Village President

606 ATTEST:

607 _____
608 Village Clerk

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

By: 
Name: ALAN SILVERMAN
Its: WGP PARTNER,

611 COUNTY OF ~~COOK~~

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 SEP 29 2023

Notary Public

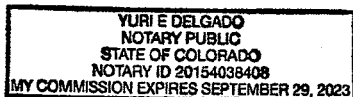


EXHIBIT A

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;

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

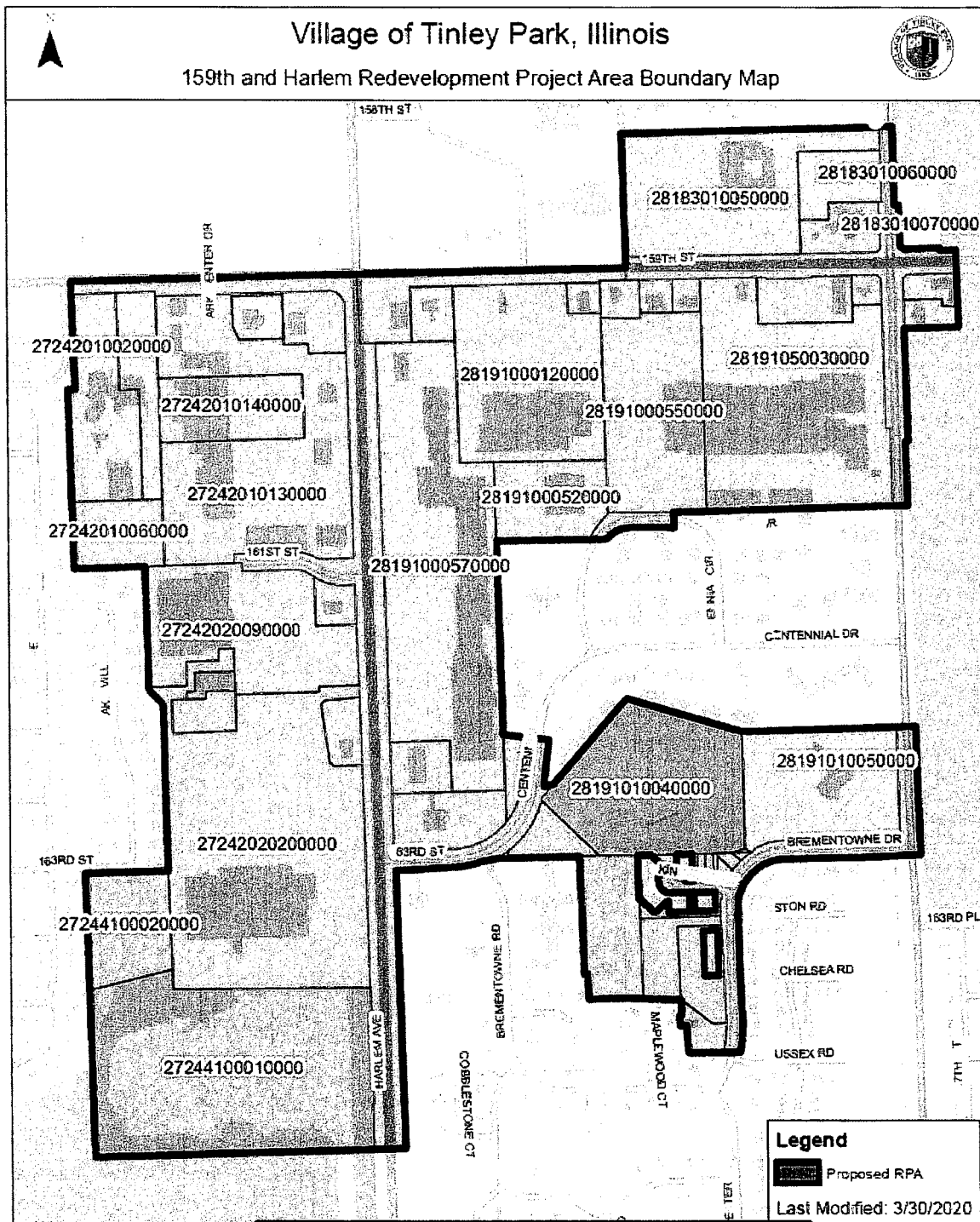


EXHIBIT B

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 159TH 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 159TH 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 159th Street
Tinley Park, Illinois

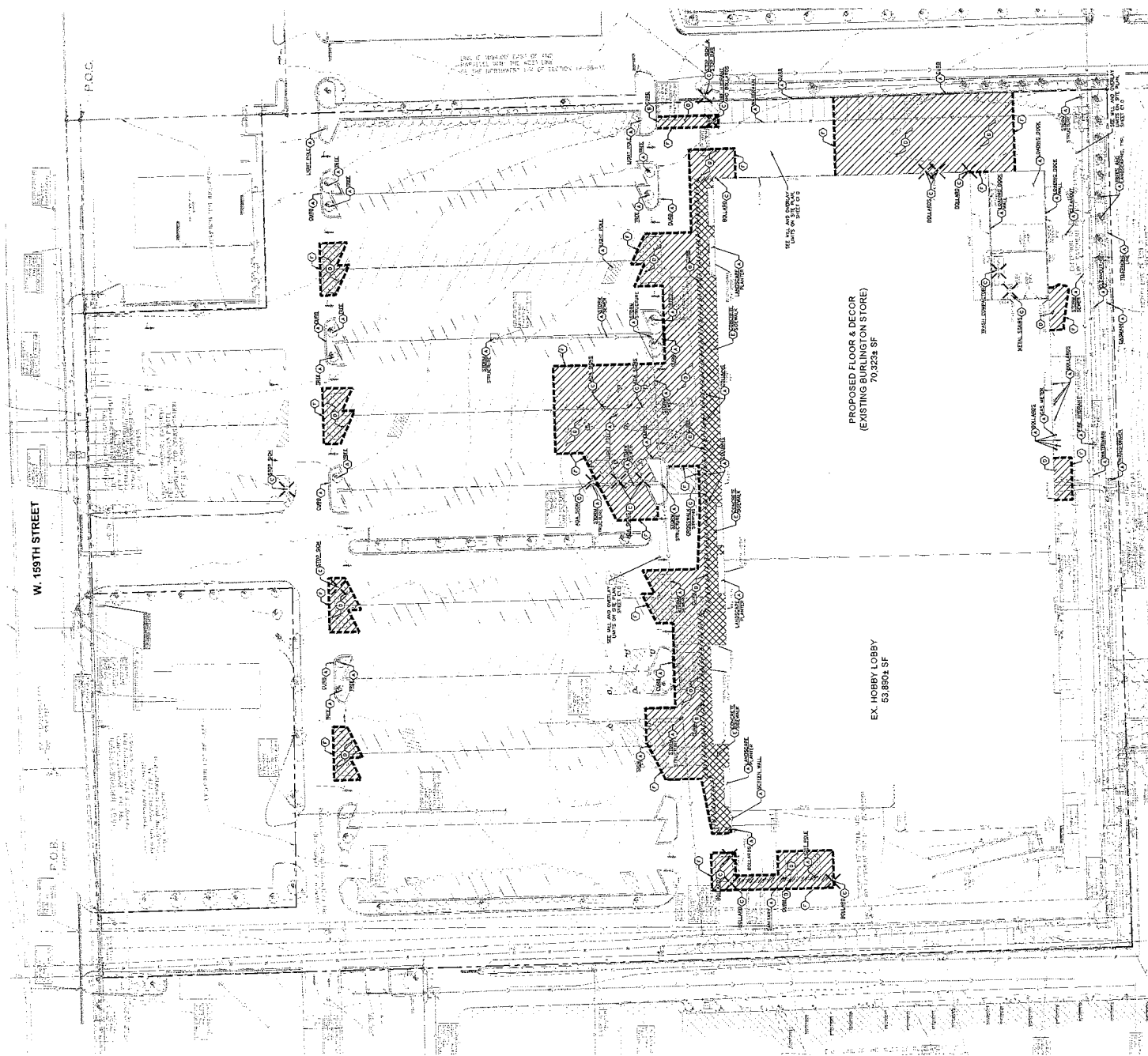
EXHIBIT C

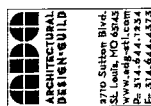
Project Plans

1. CONDUCTING BULKY OR HAZARDOUS (E.G. REMOVAL OF THE REMAINS OF A CRASHED AIRCRAFT) WORKS.
2. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.
3. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.
4. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.
5. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.
6. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.
7. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.
8. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.
9. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.
10. CONDUCTING THE REMOVAL AND DISPOSAL OF ALL OTHER WASTE AND DEBRIS FROM THE PROJECT SITE, INCLUDING THE REMOVAL OF EXISTING CONCRETE AND ASPHALT PAVEMENTS, AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES, INCLUDING THE REMOVAL OF EXISTING PAVEMENTS AND THE REMOVAL OF EXISTING BUILDINGS AND OTHER STRUCTURES.

(A)	///	ITEM TO REMAIN, PROTECT DURING CONSTRUCTION
(B)	X	CURB REMOVAL
(C)	X	ITEM TO BE REMOVED
(D)	X	FULL-DEPTH ASPHALT PAVEMENT REMOVAL
(E)	X	CONCRETE REMOVAL
(F)	X	SAMPLE LIFT

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





2710 Sutton Blvd.
St. Louis, MO 63143
www.edg-stl.com
Ph: 314-644-1234
Fax: 314-644-4373

AMC officials have not addressed the issue of whether the company will be able to meet the needs of its customers, but they have said that the company is working to ensure that it can meet the needs of its customers.

OWNER: **FLOOR & DECOR**

PHONE: (408) 471-1534

Kimley»Horn

4201 WINDMILL ROAD
WINDHAM, VT 05793

— **1210ms**

FLOOR & DECOR
STORE FRM
TINLEY PARK, IL

2061 W 139TH ST
TWINLEY PARK, OH 44130 60417

ISSUE DATE: 02/06/02
STORE NUMBER: 70,323 SF
AREA: 2001 0102 00
PROTOTYPE: 2010 03

ISSUE



SHEET _____
**GRADING & EROSION
 CONTROL PLAN**
 DRAWN: _____
 CHECKED: _____

C3.0

EROSION CONTROL NOTES

- [illegible]

GRADING NOTES

1. CONDUCTOR TO RETAIN ALL DUTING DOCUMENTS AND STRUCTURE TO BE MAINTAINED FOR THE ENTIRE DURATION OF THE PROJECT AND TO BE AVAILABLE FOR ALL PURPOSES OF ANY DISPUTE ARISING OUT OF THE PROJECT.
2. ALL WORKMAN SHALL BE EMPLOYED BY THE CONDUCTOR AND SHALL BE PROVIDED WITH ALL NECESSARY MATERIALS AND EQUIPMENT TO COMPLETE THE WORK.
3. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
4. THE CONDUCTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
5. THE CONDUCTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
6. THE CONDUCTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINANCIAL SUPPORT.
7. THE CONDUCTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TECHNICAL SUPPORT.
8. THE CONDUCTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL SUPPORT.
9. THE CONDUCTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY POLITICAL SUPPORT.
10. THE CONDUCTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNITY SUPPORT.

EROSION CONTROL SCHEDULE AND SEQUENCING:

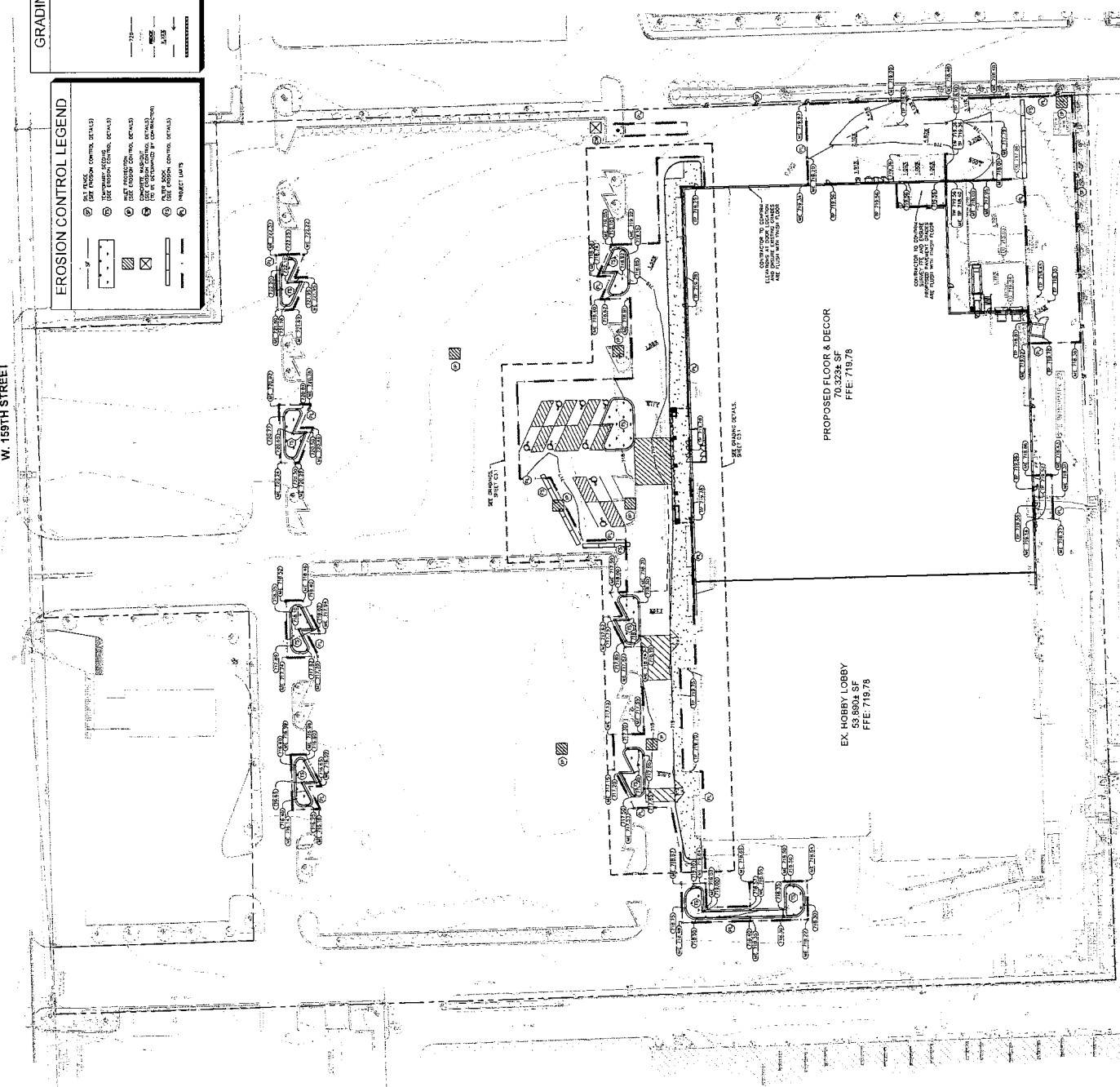
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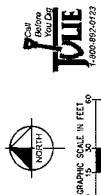
GRADING LEGEND

- | | | | |
|-----|------------------|-----|-----------|
| 10 | TOP OF PARALLEL | 120 | EXTENDING |
| 11 | FLUID LINE | 121 | EXTENDING |
| 12 | BACK OF JOINT | 122 | EXTENDING |
| 13 | DOWNWARD INCLINE | 123 | EXTENDING |
| 14 | DOWN | 124 | EXTENDING |
| 15 | DOWN | 125 | EXTENDING |
| 16 | DOWN | 126 | EXTENDING |
| 17 | DOWN | 127 | EXTENDING |
| 18 | DOWN | 128 | EXTENDING |
| 19 | DOWN | 129 | EXTENDING |
| 20 | DOWN | 130 | EXTENDING |
| 21 | DOWN | 131 | EXTENDING |
| 22 | DOWN | 132 | EXTENDING |
| 23 | DOWN | 133 | EXTENDING |
| 24 | DOWN | 134 | EXTENDING |
| 25 | DOWN | 135 | EXTENDING |
| 26 | DOWN | 136 | EXTENDING |
| 27 | DOWN | 137 | EXTENDING |
| 28 | DOWN | 138 | EXTENDING |
| 29 | DOWN | 139 | EXTENDING |
| 30 | DOWN | 140 | EXTENDING |
| 31 | DOWN | 141 | EXTENDING |
| 32 | DOWN | 142 | EXTENDING |
| 33 | DOWN | 143 | EXTENDING |
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| 36 | DOWN | 146 | EXTENDING |
| 37 | DOWN | 147 | EXTENDING |
| 38 | DOWN | 148 | EXTENDING |
| 39 | DOWN | 149 | EXTENDING |
| 40 | DOWN | 150 | EXTENDING |
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| 87 | DOWN | 197 | EXTENDING |
| 88 | DOWN | 198 | EXTENDING |
| 89 | DOWN | 199 | EXTENDING |
| 90 | DOWN | 200 | EXTENDING |
| 91 | DOWN | 201 | EXTENDING |
| 92 | DOWN | 202 | EXTENDING |
| 93 | DOWN | 203 | EXTENDING |
| 94 | DOWN | 204 | EXTENDING |
| 95 | DOWN | 205 | EXTENDING |
| 96 | DOWN | 206 | EXTENDING |
| 97 | DOWN | 207 | EXTENDING |
| 98 | DOWN | 208 | EXTENDING |
| 99 | DOWN | 209 | EXTENDING |
| 100 | DOWN | 210 | EXTENDING |

EROSION CONTROL LEGEND

- | | |
|---|---|
| ① | 201 FLASK
(SEE ENDOXON CONTROL DETAILS) |
| ② | TEMPERATURE LOGGING
(SEE ENDOXON CONTROL DETAILS) |
| ③ | WATER ANALYSIS/STATION
(SEE ENDOXON CONTROL DETAILS) |
| ④ | CONCENTRIC MASS/OUT
(SEE ENDOXON CONTROL DETAILS) |
| ⑤ | CONCENTRIC MASS/IN
(SEE ENDOXON CONTROL DETAILS) |
| ⑥ | 202 FLASK
(SEE ENDOXON CONTROL DETAILS) |
| ⑦ | PROJECT LOGS |





**ARCHITECTURAL
DESIGN GUILD**

12710 Sutton Blvd.
St. Louis, MO 63143
www.adg-stl.com
P: 314-644-1234
F: 314-644-4373

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05-11-2001 BY 60322 UCBAW/STP

OWNER _____

FLOOR & DECOR

2500 WINDY RIDGE PARKWAY, SE
ATLANTA, GA 30339

PHONE: 330-473-1624

CONSULTANT _____

Kimley»Horn

4701 WINFIELD ROAD

WZLH (FM) 11 00533
 (632) 487-5550
 9-11 DAVE

PROJECT


R

10

C

71

DARK,



AMERICAN PSYCHOLOGICAL ASSOCIATION
750 FIRST STREET, N.E., WASHINGTON, D.C. 20002-4242
TEL: 202/336-6000 FAX: 202/336-6008
WWW.APS.ORG

RENTAL

10

CC

DT

12

9061 W 25TH ST
TINLEY PARK, ILL 60477

ISSUE DATE:	06/01/00
STORE NUMBER:	180
AREA:	70,323.51
JOB NUMBER:	2021.0362.00

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible][illegible]

561



114128
912-019577

Joseph Mayne

13818
ISSUE: 2052-09577
124, 11/10/2011

UTILITY PLAN

DRAWN: JPM / BWB
CHECKED: JPM

C4.0

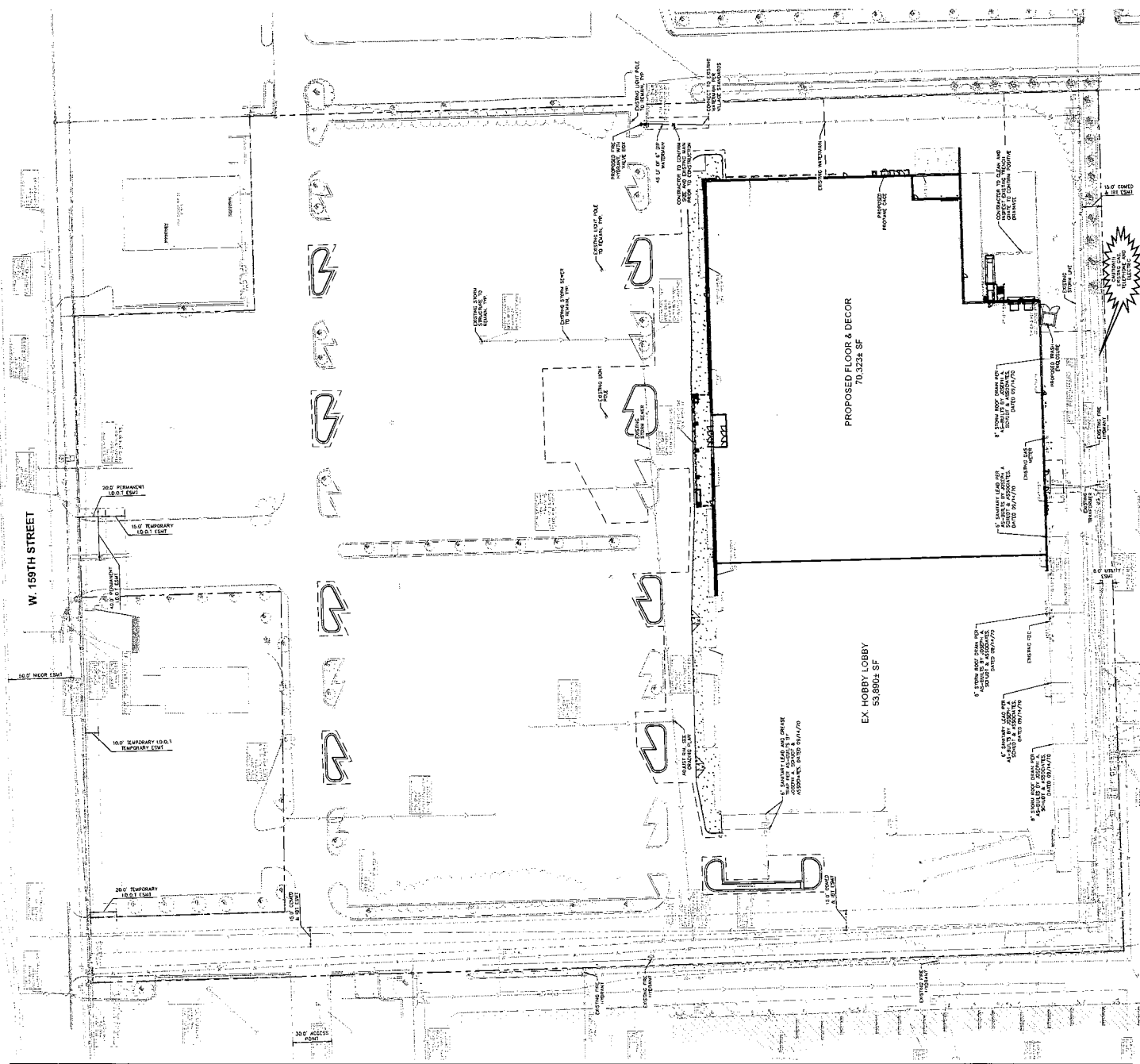
[illegible][illegible]

EXHIBIT D

Project & Redevelopment Budgets

Project Budget	
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
Total	\$2,270,000
Redevelopment Budget	
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
Total Redevelopment Costs	\$1,235,000

*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 179th 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

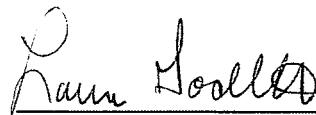
(RESURFACING OF ENTIRE PARKING LOT)

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 1st 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 1st day of June, 2021.



DEPUTY VILLAGE CLERK

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

CERTIFICATE

I, NANCY 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. 2022-R-020, "A RESOLUTION APPROVING AN AMENDMENT TO THE VILLAGE OF TINLEY PARK TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND J-M-W PROPERTIES, LLC (7061-7063 159th STREET/RESOLUTION NO. 2020-R-034)" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 15th day of February, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of February, 2022.

NANCY O' CONNOR, VILLAGE CLERK



VILLAGE OF TINLEY PARK, ILLINOIS

159TH AND HARLEM TAX REDEVELOPMENT
PROJECT AREA FUND

REPORT ON COMPLIANCE
WITH PUBLIC ACT 85-1142

For the Year Ended April 30, 2022



SIKICH.COM

VILLAGE OF TINELY PARK, ILLINOIS
159th AND HARLEM TAX INCREMENT
REDEVELOPMENT PROJECT AREA FUND
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Schedule of Fund Balance by Source.....	4
INDEPENDENT ACCOUNTANT’S REPORT ON MANAGEMENT’S ASSERTION OF COMPLIANCE	5

**INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTARY INFORMATION**

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable President
Members of the Board of Trustees
Village of Tinley Park, Illinois

We have audited the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the Village of Tinley Park, Illinois (the Village) as of and for the year ended April 30, 2022, and the notes to financial statements, which collectively comprise the basic financial statements of the Village and have issued our report thereon dated January 5, 2023, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming opinions on the basic financial statements as a whole. The supplementary information (balance sheet, schedules of revenues, expenditures and changes in fund balance; schedule of fund balance by source) is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Sikich LLP

Naperville, Illinois
January 5, 2023

SUPPLEMENTARY INFORMATION

VILLAGE OF TINLEY PARK, ILLINOIS

**159TH AND HARLEM TAX INCREMENT
REDEVELOPMENT PROJECT AREA FUND
BALANCE SHEET**

April 30, 2022

ASSETS	
Cash and investments	\$ 1,241,959
Accounts receivable	<u>11,155</u>
TOTAL ASSETS	<u><u>\$ 1,253,114</u></u>
LIABILITIES AND FUND BALANCE	
LIABILITIES	
Accounts payable	<u>\$ 1,297</u>
Total liabilities	<u>1,297</u>
FUND BALANCE	
Restricted	
Capital projects	<u>1,251,817</u>
Total fund balance	<u>1,251,817</u>
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 1,253,114</u></u>

(See independent auditor's report on supplementary information.)

VILLAGE OF TINLEY PARK, ILLINOIS

**159TH AND HARLEM TAX INCREMENT
REDEVELOPMENT PROJECT AREA FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE**

For the Year Ended April 30, 2022

REVENUES

Property taxes	\$ 1,352,642
Rebillables	19,591
Investment income	<u>782</u>
Total revenues	<u>1,373,015</u>

EXPENDITURES

General government	
Other contractual services	<u>33,987</u>
Total expenditures	<u>33,987</u>

NET CHANGE IN FUND BALANCE	1,339,028
----------------------------	-----------

FUND BALANCE (DEFICIT), MAY 1	<u>(87,211)</u>
-------------------------------	-----------------

FUND BALANCE, APRIL 30	<u><u>\$ 1,251,817</u></u>
-------------------------------	----------------------------

(See independent auditor's report on supplementary information.)

VILLAGE OF TINLEY PARK, ILLINOIS

**159TH AND HARLEM TAX INCREMENT
REDEVELOPMENT PROJECT AREA FUND
SCHEDULE OF FUND BALANCE BY SOURCE**

For the Year Ended April 30, 2022

BEGINNING BALANCE (DEFICIT), MAY 1, 2021	<u>\$ (87,211)</u>
DEPOSITS	
Property taxes	1,352,642
Rebillables	19,591
Investment income	<u>782</u>
Total deposits	<u>1,373,015</u>
Balance plus deposits	<u>1,285,804</u>
EXPENDITURES	
General government	
Other contractual services	<u>33,987</u>
Total expenditures	<u>33,987</u>
ENDING BALANCE, APRIL 30, 2022	<u><u>\$ 1,251,817</u></u>
ENDING BALANCE BY SOURCE	
Property tax	<u>\$ 1,251,817</u>
Subtotal	1,251,817
Less surplus funds	<u>-</u>
FUND BALANCE, APRIL 30, 2022	<u><u>\$ 1,251,817</u></u>

(See independent auditor's report on supplementary information.)

**INDEPENDENT ACCOUNTANT'S REPORT ON
MANAGEMENT'S ASSERTION OF COMPLIANCE**

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

INDEPENDENT ACCOUNTANT'S REPORT ON MANAGEMENT'S ASSERTION OF COMPLIANCE

The Honorable President
Members of the Board of Trustees
Village of Tinley Park, Illinois

We have examined management's assertion, included in its representation letter dated January 5, 2023, that the Village of Tinley Park, Illinois (the Village) complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) applicable to the 159th and Harlem Tax Increment Redevelopment Project Area Fund during the year ended April 30, 2022. Management is responsible for the Village's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Village's compliance with the specified requirements.

In our opinion, management's assertion that the Village of Tinley Park, Illinois complied with the aforementioned requirements for the year ended April 30, 2022 is fairly stated, in all material respects.

This report is intended solely for the information and use of the Village President, the Board of Trustees, management of the Village, Illinois State Comptroller's Office and the joint review boards and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
January 5, 2023

Attachment M

159th & Harlem TIF District
Village of Tinley Park, Cook and Will Counties, Illinois
Statement of Intergovernmental Agreements
Fiscal year ended April 30, 2022

In accordance with 65 ILCS 5/11-74.4-5(d)(10), the following summarizes the intergovernmental agreements in effect during the fiscal year and the amounts of money paid during the fiscal year:

No intergovernmental agreements were in effect.

No payments were made during the fiscal year.