

UNOFFICIAL COPY



Doc#: 1118118062 Fee: \$192.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/30/2011 03:39 PM Pg: 1 of 79

Prepared by:
Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
Michael A. Marrs, Esq.

[Above space for Recorder's Office]

COOK COUNTY, ILLINOIS

**RECORDING COVER SHEET
FOR**

**"HOTEL ADDITION DEVELOPMENT AGREEMENT – I-80 AND
HARLEM AVENUE" BETWEEN THE VILLAGE OF TINLEY
PARK, ILLINOIS, TINLEY PARK HOTEL AND CONVENTION
CENTER, L.L.C. AND MID-CONTINENT DEVELOPMENT AND
CONSTRUCTION CO.**

P.I.N.: 31-06-100-026-0000 and 31-06-100-027-0000

**ADDRESS: PROPERTY LOCATED GENERALLY AT THE
NORTHEAST CORNER OF THE
INTERSECTION OF INTERSTATE 80 AND
HARLEM AVENUE, WITH ADDRESSES OF
18451 S. HARLEM AVENUE AND 18501 S.
HARLEM AVENUE, TINLEY PARK, COOK
COUNTY, ILLINOIS**

After recording return to: RECORDER'S BOX 324 [MAM]

UNOFFICIAL COPY

HOTEL ADDITION DEVELOPMENT AGREEMENT I-80 AND HARLEM AVENUE

This Agreement entered into this 2 day of December, 2008, by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, an Illinois Municipal Corporation (hereinafter referred to as the "Village"); and **TINLEY PARK HOTEL AND CONVENTION CENTER, L.L.C.**, an Illinois limited liability corporation (hereinafter referred to as "Owner") and **MID- CONTINENT DEVELOPMENT AND CONSTRUCTION CO.**, an Illinois corporation, (hereinafter referred to as "Developer")(the Developer, the Owner and the Village being sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, The real property which is the subject matter of this Agreement is legally described as set forth on Exhibit A, attached hereto and made a part hereof, consists of approximately ___ acres, and is located generally at the northeast corner of the intersection of Interstate 80 and Harlem Avenue, and is hereinafter referred to as the "Subject Property". The address of the existing hotel and convention center on the Subject Property is 18501 S. Harlem, Tinley Park, Illinois; and

WHEREAS, The Owner owns that portion of the Subject Property on which a Holiday Inn Hotel (hereinafter referred to as the "Hotel") is currently situated, and that portion of the Subject Property on which the addition to the Hotel is to be constructed (hereinafter referred to as the "Hotel Addition"), including all improvements thereon, as depicted in Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the Village owns that portion of the Subject Property on which the Tinley Park Convention Center (hereinafter referred to as the "Convention Center") is

UNOFFICIAL COPY

situated, and that portion of the Subject Property on which the addition to the Convention Center is to be constructed (hereinafter referred to as the "Convention Center Addition"), including all improvements thereon, as depicted in Exhibit C, attached hereto and made a part hereof; and

WHEREAS, the Village intends to acquire certain property so as to create additional surface parking for the Convention Center and the Convention Center Addition (hereinafter referred to as the "Additional Parking"), (said property hereinafter referred to as the "Additional Parking Property"), which is described in Exhibit D, attached hereto and made a part hereof; and

WHEREAS, The Village is a home rule unit of local government pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and, as such, the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the home rule powers of the Village, and Section 10 of Article VII of the Illinois Constitution and the statutes in such cases made and provided; and

WHEREAS, the Owner, the Developer and the Village are parties to an existing Development Agreement (hereinafter referred to as the "Original Agreement"), which they wish through this Agreement to continue and extend to include the Hotel Addition and the Convention Center Addition, and the Additional Parking, and the intention of the Parties being that this Agreement shall replace the Original Agreement; and

WHEREAS, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (hereinafter referred to as the "TIF Act"); and

UNOFFICIAL COPY

WHEREAS, pursuant to and in accordance with the requirements of the TIF Act, on December 20, 1994, the Corporate Authorities of the Village adopted Ordinance No. 1994-O-106, designating the redevelopment project area, for the Village's Oak Park Avenue Tax Increment Financing District (hereinafter referred to as the "OPA TIF District"), by which the property legally described on Exhibit E, attached hereto and made a part hereof, was designated as the redevelopment project area for the OPA TIF District (hereinafter referred to as the "Redevelopment Project Area"); and

WHEREAS, pursuant to and in accordance with the TIF Act, on December 20, 1994, the Corporate Authorities of the Village adopted Ordinance No. 1994-O-107, approving a redevelopment plan and project for the OPA TIF District (hereinafter referred to as the "TIF Plan"); and

WHEREAS, pursuant to and in accordance with the TIF Act, on December 20, 1994, the Corporate Authorities of the Village adopted Ordinance No. 1994-O-108, adopting tax increment financing for the Village, relative to the OPA TIF District, by which tax increment financing was adopted pursuant to the TIF Act for the Redevelopment Project Area; and

WHEREAS, to further the goals and objectives of the TIF Plan, the Parties desire to fund and undertake certain improvements to the Hotel and Convention Center; and

WHEREAS, in order to provide for the Hotel Addition, the Convention Center Addition, and the Additional Parking, it is necessary to amend the TIF Plan; and

WHEREAS, the Village is in the process of amending the TIF Plan to provide for the Hotel Addition, the Convention Center Addition and the Additional Parking, with the Ordinance providing for said amendment scheduled for approval by the Corporate

UNOFFICIAL COPY

Authorities of the Village on September 23, 2008 (hereinafter referred to as the "TIF Plan Amendment"); and

WHEREAS, the improvements contemplated by this Agreement further the goals of the TIF Plan, as amended by the TIF Plan Amendment; and

WHEREAS, the Owner and the Developer have represented to the Village that without financial assistance they will be unable to move forward with the improvements contemplated by this Agreement; and

WHEREAS, the Parties desire to have the Hotel Addition constructed, with said Hotel Addition consisting of at least sixty-eight (68) additional hotel rooms and two thousand five hundred (2500) square feet of additional meeting space on the ground floor of the Hotel; and

WHEREAS, the Village intends to construct the Convention Center Addition and the Additional Parking; and

WHEREAS, the Owner and the Village have entered into a management contract for the operation of the Convention Center (hereinafter referred to as the "Management Contract"), and intend to amend and extend the Management Contract to include the additions and improvements contemplated herein; and

WHEREAS, the Hotel Addition will be subject to site plan approval by the Village; and

WHEREAS, it is contemplated by the Parties that any special use permit to be granted by the Village for the amendment to the planned unit development to accommodate the Hotel Addition on the Subject Property shall also include the

UNOFFICIAL COPY

Convention Center Addition and the Additional Parking as part of a single combined planned unit development; and

WHEREAS, the Village and the Owner have agreed to file a joint petition for granting of an amendment to the special use for a planned unit development which was previously granted relative to the Subject Property; and

WHEREAS, the Parties hereto will fully comply with all relevant statutes of the State of Illinois and ordinances of the Village with respect to development of the Subject Property, including granting of a special use for a planned unit development to enable development as herein provided; and

WHEREAS, the Village will cause the issuance of proper notice and conduct all hearings by all necessary governmental entities to effectuate such special use permit for a planned unit development, including, but not limited to, a hearing by the Long Range Plan Commission of the Village, as are necessary to effectuate the plan of development herein set forth; and

WHEREAS, the Parties hereto have determined that it is in the best interests of the Village, Owner and the Developer, and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement, and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement to the tax base of the Village, be in implementation of the comprehensive plan of the Village and the TIF Plan, as amended by the TIF Plan Amendment, and will constitute a preservation of environmental values;

UNOFFICIAL COPY

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

SECTION ONE: Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION TWO: Zoning, Plan Approval and Design Standards.

1. The Subject Property is currently zoned under the B-3 General Business and Commercial District under the Zoning Ordinance of the Village, and has been granted a special use permit for a planned unit development for the operation of a hotel and restaurant complex and a convention center. The Village shall, by proper ordinance, grant an amendment to the special use permit to allow the Subject Property to be developed to provide for the Hotel Addition and the Convention Center Addition and the Additional Parking, all as shown in the preliminary planned unit development plan attached hereto and made a part hereof as EXHIBIT F (hereinafter referred to as the "Preliminary Plan").

2. The improvements to the Subject Property as contemplated by this Agreement shall be developed substantially in accordance with the Preliminary Plan, as the same may be revised by Developer and/or the Village, subject to the approval of the Village, as part of the final site plan approval process.

3. Developer agrees to construct the Hotel Addition, and to commence construction of the Hotel Addition as soon as possible after the execution of this Agreement. Work on the Hotel Addition will commence within six (6) months of the

UNOFFICIAL COPY

execution of this Agreement, weather permitting, subject to all required permitting and approval processes, and commitment of construction financing acceptable to the Owner, and the obligations set forth in paragraph 11 of this Section 2 of this Agreement having been satisfied, and to complete construction of the Hotel Addition within fifteen (15) months after commencement of construction. In the event that the required permitting or approval or the commitment of acceptable construction financing does not occur within six (6) months of execution of this Agreement, or the Village is unable to obtain a signed contract to acquire the property on which the Additional Parking is contemplated to be located, the time periods set forth herein may be extended by mutual agreement of the Parties.

4. Owner agrees to provide full banquet services to the Convention Center pursuant to its management agreement and banquets shall be available for breakfast, lunch and dinner.

5. The Owner shall also continue to provide a full-service restaurant and bar as part of the Hotel. Such restaurant and bar shall be a minimum of 5,000 square feet and shall contain separate kitchen facilities from the banquet kitchen. The bar shall not exceed thirty (30%) percent of said restaurant.

6. The architectural plans for the Hotel Addition, as well as landscape plans, shall be subject to the reasonable approval of the Village.

7. The Hotel shall continue to provide first class recreational facilities, including, but not limited to, an exercise room, a sauna, a swimming pool, a spa, and an outdoor patio area. An arcade for electronic games may also be provided, but in no event shall the number of games to be located in such arcade be more than fifteen in number.

UNOFFICIAL COPY

8. An enclosed walkway (which is a part of the Hotel and is owned by Owner) shall be maintained from the Hotel to the Convention Center to enable Hotel guests easy access to the Convention Center and vice versa.

9. All buildings on the Subject Property shall be protected from fire by an automatic sprinkler system, which sprinkler system, including number of sprinkler heads, location of sprinkler heads and type of sprinkler system, shall be in accordance with the codes of the Village.

10. The Village shall construct the Additional Parking to provide, when added to existing available parking for the Hotel and the Convention Center, a combined minimum total of 1200 parking spaces on Village owned or leased property, including handicapped accessible spaces as required by law. This property will be for public use including without limitation (except for the limitations on overnight parking as set forth in the Management Contract) use by the adjacent property to the north and west of the Additional Parking Property. The Village will include language in any incentive or redevelopment agreement with the adjacent property owners to the north and west of the Additional Parking Property to ensure that said owners collectively pay Sixty Seven Percent (67%) of the cost of maintenance of the Additional Parking to the Owner who shall maintain all of the Additional Parking in accordance with this Agreement and the Management Contract. The Owner shall be responsible for all maintenance of the Additional Parking until such time as the adjacent property to the north and west of the Additional Parking Property develops. Parking shall be provided in accordance with a parking plan approved by the Village. Such parking plan shall include provisions for shared parking with the adjoining Convention Center. Owner and Developer agree to

UNOFFICIAL COPY

convey and maintain such cross easements for parking as may be required in the approved parking plan. Such cross easements will allow the Hotel including the addition thereto to accommodate not less than 325 rooms. The Village also agrees to convey and maintain such cross easements for the parking on the property on which the Convention Center is located. Such cross easements will allow the Hotel guests and Convention Center guests to park respectively in the other facility's parking lot. The Village Engineer, at no cost to the Developer, shall supervise the coordination of the design engineering of the Additional Parking by the Village.

11. Prior to any Party to this Agreement being obligated to perform any obligations contained herein, the Village will obtain a signed contract to acquire the Additional Parking Property and necessary access easements for the Additional Parking Property to allow the safe and reasonable flow of traffic, including delivery vehicles, from both Convention Center Drive and the Convention Center. If the Village fails or refuses to obtain the contract to acquire the Additional Parking Property or the necessary access easements, this Agreement may be terminated by any Party on fifteen (15) days written notice to the other Parties. In addition, the obligation to proceed set forth in paragraph 3 of this Section 2 above will only occur after the Village has obtained the contract to acquire the Additional Parking Property and the access easements.

12. The Village will provide up to \$100,000 to be used for additional landscaping on and around the Convention Center in accordance with a landscaping plan approved by the Village. These funds will be released by the Village upon Village staff approval of a landscaping plan to be submitted by Owner.

UNOFFICIAL COPY

13. It is understood the Village has constructed a first class Convention Center and the Owner has managed the Convention Center. The Village will construct the Convention Center Addition, to include 3,000 square feet of divisible meeting space, a 6,000 square foot junior ballroom, a 24,000 square foot exhibition hall, loading docks and storage, kitchen, public restrooms, lobby, business center (consisting of four (4) to six (6) computer kiosks, one (1) fax machine and one (1) copier) and pre-function space. The construction of the Convention Center Addition will commence within six (6) months of the execution of this Agreement, weather permitting, subject to all required permitting and approval processes, a commitment for construction financing acceptable to the Village, and the obligations of paragraph 11 of this Section 2 of this Agreement having been satisfied, and shall be completed within eighteen (18) months of commencement. The Village will provide additional furniture, fixtures and equipment, including kitchen equipment, needed for the Convention Center Addition equal to the quality of the furniture, fixtures and equipment contained in the existing Convention Center. In addition, the Village will pay the initial cost for the purchase and installation of up to date technology including computer generated directory and signage with monitors throughout, high speed wired and wireless internet with T3 bandwidth, temporary communication and power connections for exhibitors, sound system, public address system, video recorders, LCD projectors and monitors, power operated moveable partitions, power operated ceiling mounted viewing screens, programmable dimming system, energy management system, CCTV security system, and automatic sun shades at exhibit windows. The CCTV security system shall be connected to and shall be able to be viewed by the Tinley Park Police Department. With respect to the above equipment,

UNOFFICIAL COPY

the energy management system, high speed internet, public address system, CCTV security system and computer generated directory and signage shall be provided throughout the Convention Center and the Convention Center Addition. It is hereby agreed that the Village will seek the input of Owner regarding the selection of first class furniture, fixtures and equipment for the Convention Center Addition, of a quality consistent with the Hotel's standards and specifications, as well as interior treatments and finishes. Further, Village agrees to seek the input of the Owner on the overall architectural design, including construction standards, of the Convention Center Addition, although it is understood by Owner that the Village shall have the final decision making authority regarding the design and construction standards of the Convention Center Addition, the selection of furniture, fixtures and equipment, and the selection of interior treatments and finishes.

14. The Village will retain a qualified individual or entity to serve as Owner's Representative with respect to the development, design, and construction of the Convention Center Addition and the Additional Parking. The Village will retain, at all times, all final decision making authority with regard to the design, construction, equipping and furnishing of the Convention Center Addition and Additional Parking. The Developer shall, at Developer's expense, consult with and provide necessary input to the Owner's Representative whose duties shall include, without limitation:

- Provide detailed information for the architects and engineers with respect to the project requirements and provide review and feedback during the design process.
- Enumerate the technical systems required to be incorporated into the project and specify systems where appropriate.
- Provide kitchen plans and equipment specifications.
- Provide signage plans and specifications.

UNOFFICIAL COPY

- Review all utility company agreements and state and local jurisdiction permits and have all documents executed in a timely manner.
- Coordinate with the Convention Center management to ensure no interruptions to operations of the Convention Center management.
- Prepare FF&E specifications, in conjunction with this Agreement, to be used by the project manager for procurement.
- Make sure the interior décor, mechanical systems, electrical systems, etc. are compatible with the existing Convention Center.
- Coordinate and ensure completion dates so that the new Convention Center space can be pre-sold.
- Make sure storage rooms and shelving are compatible with the FF&E and all storage requirements.
- Receive all Owner supplied FF&E, unpack and store. Make sure all items are correct and resolve warranty issues.
- Make sure all warranties are in place and that operating personnel are properly instructed.
- Coordinate warranty inspection prior to one year after completion.
- Make periodic site visits and attend construction meetings where appropriate to provide needed input.
- Handle requests related to changes.
- Advise the Village on warranty issues for one year after occupancy of the Convention Center Addition.

The Developer's work as consultant/advisor to the Owner's Representative shall commence upon the execution of this Agreement, and shall be complete at the end of the construction warranty period (12 months after occupancy of the Convention Center Addition).

SECTION THREE: Easements.

The Owner and Developer agree to grant and maintain all necessary easements to serve the Subject Property as it is proposed to be developed, with the easements naming as grantee the Village and/or other appropriate entity designated by Village, for the extension of sewer, water, or other utilities, or for other improvements which may serve not only the Subject Property, but other territories in the general area, together with the necessary cross easement(s) for parking provided for above in Section Two hereof. Such

UNOFFICIAL COPY

easements shall include an easement covering all of the storm sewer detention facilities, including access thereto. Such easements shall be granted at the time requested by the Village.

SECTION FOUR: Developmental Codes and Ordinances and General Matters.

Except as otherwise provided in this Agreement, the development of the Subject Property and of each portion thereof shall be in accordance with the existing building, zoning, subdivision, storm water detention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development of each portion of the Subject Property is issued. Planning and engineering designs and standards shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village at such time.

SECTION FIVE: Utilities.

All new electricity, telephone, cable television and gas lines installed to service the Hotel and/or the Hotel Addition shall be installed by Developer at its expense and shall be installed underground, the location of which underground utilities shall be at the Developer's option.

SECTION SIX: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, personal representatives, permitted successors or permitted assigns, successor owners of record of the all or any part of Subject Property, lessees and upon any successor municipal authorities of said Village and successor municipalities.

UNOFFICIAL COPY

This Agreement shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois, at Developer's expense.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, granting of easements to the Village, consent to assessments, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION SEVEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
2. Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
3. Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Terrence M. Barnicle
Thomas M. Melody

For the Owner and Developer:

1. Ms. Reva K. Stillman, President
Mr. Alan D. Rosenzweig, Vice President
Tinley Park Hotel and Convention Center, L.L.C.
18501 South Harlem Avenue

UNOFFICIAL COPY

Suite 100
Tinley Park, Illinois 60477

2. Golan and Christie, LLP
Three First National Plaza
15th Floor
Chicago, Illinois 60602
Attention: Stephen L. Golan

or such other addresses that any Party hereto may designate in writing to the other Parties pursuant to the provisions of this Section.

SECTION EIGHT: Management Contract.

The Owner agrees to operate, pursuant to a management agreement with the Village, the Convention Center, including the Convention Center Addition (the Convention Center and the Convention Center Addition being collectively referred to hereinafter as the "Expanded Convention Center") for the life of this Agreement. The Owner shall retain all rental revenue received from, and all charges for all services provided at, the Expanded Convention Center itself (not including any taxes generated to the Village from the Expanded Convention Center or any revenue received by the Village ancillary thereto, such as water revenue, license fees, etc.) and shall be obligated to pay (except as provided in Section Nine below) for all operations, maintenance and repair of the Expanded Convention Center and grounds (including the cost of electricity for the parking lot lights and the sign), and all expenses relating thereto, specifically including, but not limited to, providing the necessary staffing of the Expanded Convention Center, food, supplies, materials, equipment and furniture maintenance, repair and replacement, and all other related expenses, all pursuant to a separate management contract between the Village and Owner, which management contract shall be substantially in the form and substance as EXHIBIT G which is attached hereto and hereby made a part hereof. Such

UNOFFICIAL COPY

management contract will require Owner to maintain and repair the Expanded Convention Center so as to keep it as a first class facility.

SECTION NINE: Expanded Convention Center Facility Maintenance Cost Sharing.

1. The Village shall pay, subject to the conditions set forth in this Agreement, an annual facility maintenance cost sharing fee to the Owner per the Schedule attached hereto and made a part hereof as EXHIBIT H. The management fee will be paid in two equal installments, one in April and one in October of each year, with the first payment being made April 1, 2009. This fee shall be payable for ten (10) years only. In addition, the Owner will be paid the fee for 2008 as set forth in Exhibit H.

2. The Village will consent to and recommend approval of Class 8 classification of the Subject Property by Cook County, for the maximum amount of time allowed by the applicable Cook County Ordinance. The Village's approval of an extension to the Class 8 classification will not be unreasonably withheld. The Parties recognize that the ultimate decision to grant or deny Class 8 classification rests with Cook County and not with the Village.

3. The Village will create a capital improvement reserve fund for the benefit of the Convention Center (hereinafter referred to as the "Reserve Fund"). The Reserve Fund will be held and maintained solely by the Village and will be used for the replacement and refurbishment of the finishes, structures, grounds, furniture, technological upgrades and improvements, and equipment, all of which shall remain the property of the Village, so that the Expanded Convention Center can remain competitive in the market and maintain its first class status. The Village will contribute to the Reserve Fund per the schedule which is attached hereto and made a part hereof as Exhibit

UNOFFICIAL COPY

H. Contributions to the Reserve Fund may be made from incremental real estate tax revenues generated by the OPA TIF District, to the extent available, provided that the expenses paid for with the Reserve Fund are authorized redevelopment project costs under the TIF Act. The Developer will provide annual budgets setting forth proposed capital expenditures for the Village's review and approval, which shall be subject to adjustment as necessary from time to time. No amounts shall be expended from the Reserve Fund without the prior approval of the Village.

4. The Village will pay a lump sum of up to Three Million Seven Hundred Thousand and no/100 Dollars (\$3,700,000.00) to the Owner on or before October 1, 2018, to reimburse the Owner for redevelopment project costs, as defined by the TIF Act, incurred by the Owner relative to the Owner's obligations under this Agreement, provided that: (1) incremental real estate taxes generated by the OPA TIF District are available to make said payment; (2) the expenditures for which the Owner seeks reimbursement are eligible redevelopment project costs under the TIF Act; and (3) the Owner provides the Village with written documentation to support the Owner's request for reimbursement. The Village Counsel has reviewed the TIF Act and agrees, based on representations by the Owner that the Hotel Addition will actually be physically connected to the existing Hotel, as shown on the drawings dated June 9, 2008 and supplied to the Village by the Owner, that the costs of construction of the Hotel Addition is not the construction of a new, privately owned building, but rather is the rehabilitation, reconstruction, repair or remodeling of an existing building, the costs of which are specifically listed as eligible redevelopment project costs under the TIF Act. The Village

UNOFFICIAL COPY

acknowledges that the cost of the 68 room hotel addition and rehabilitation is expected exceed \$3,700,000.00.

5. The facility maintenance cost sharing portion to be paid by the Village as set forth in paragraph 1 of this Section Nine above, may be adjusted downwards based on the following:

The amounts set forth in the schedule attached hereto as EXHIBIT H assume that the Owner will market the Expanded Convention Center in such a manner that 300 or more events will be held in the Expanded Convention Center each year. In the event that less than the required number of events are held in any particular calendar year, the amount to be paid by the Village for that particular year will be reduced by a percentage equal to the same percentage by which Owner has failed to meet the above goals (e.g., if Owner only reaches 60% of the goal for the particular period, he shall be only entitled to 60% of the stated fee).

6. The Owner shall be required to keep a log of all events held at the Expanded Convention Center. The Village Manager and Village Treasurer shall be entitled to review such log of events and any other relevant records, at any time upon their request (all records are proprietary records of the Owner and shall not be disclosed by Village unless required by law to do so). Prior to the time Owner is entitled to any payments hereunder, the Owner must deliver to the Village a certification of the number of events held at the Expanded Convention Center during the preceding 12-month period. For the purposes hereof, the term "Event" shall mean a convention (with or without exhibits), exhibition, trade show, consumer show, banquet, business meeting, reception,

UNOFFICIAL COPY

seminar, class or other occasion during which all or any portion of the Expanded Convention Center or all or any of the meeting rooms in the building connecting the Expanded Convention Center to the adjacent Hotel (the "Meeting Center") are utilized. Each use of all or any portion of the Expanded Convention Center or the Meeting Center during a single day by a different user shall be counted as one (1) Event. Accordingly, on a single day, multiple Events can occur. Where a single user utilizes all or any portion of the Expanded Convention Center for more than one day on a continuous basis, such use by that single user shall be counted as a separate Event for each day of such use.

7. If the Village notifies Owner of any work that is necessary to be done in order to keep the Expanded Convention Center in a first class condition under the terms and provisions set forth below in this Section Nine, and if the deficiencies indicated in such notice are not corrected by Owner within the time set forth in the notice (which amount of time will be dependent upon the amount of work involved), then the Village shall be entitled to go in and perform or cause to be performed the work indicated in the notice, and further the Village shall be entitled to deduct the costs thereof from any payments due hereunder to the Owner pursuant to the provisions of this Section Nine.

8. In determining whether the Expanded Convention Center is being maintained/repared in a first class condition by Owner, the quality of the facility will be rated at least two times in the year by the National Headquarters of Holiday Inn ("Holiday Inn-National"). If the Expanded Convention Center receives a rating of 849 points or less (with 1,000 points being a perfect score), it is conclusively agreed to between the Parties hereto that such a rating would indicate that the Expanded Convention Center is not being maintained in a first class condition and that the

UNOFFICIAL COPY

appropriate maintenance and repair work must be done as soon as possible as indicated in the rating report. In the event Holiday Inn-National changes its rating system in the future, the Parties hereto agree to meet and decide, by amendment hereto, whether to continue to utilize Holiday Inn-National's system or to switch to some other nationally recognized rating agency that customarily rates convention centers and/or hotels with business facilities. In the event that Holiday Inn-National fails or refuses to rate the Expanded Convention Center in the future, such rating shall be done by a nationally recognized rating agency that customarily rates convention centers and/or hotels with business facilities. Also, the term "first class" shall not only refer to the physical condition of the Expanded Convention Center, but also to the available technology for convention center programs of this size and other appropriate items that are typically rated in determining whether a convention center (or hotel with business facilities) is being maintained in a first class condition.

9. The Owner may, with the prior written consent of the Village, change from a Holiday Inn to an equal or better hotel brand, which consent will not be unreasonably withheld. In the event that such change is made, the Parties shall agree as part of the change in brands to adopt a new rating system to ensure that the Hotel and the Hotel Addition (the Hotel and the Hotel Addition being collectively hereafter referred to as the "Expanded Hotel") continues to be operated and maintained in a first class manner.

10. The Owner shall be entitled to the payments hereunder provided that all other conditions set forth in this Agreement are timely met and further provided that the Village has received no notice from Owner or Developer or from any other source that there exists any material default under any of the terms, conditions or provisions under

UNOFFICIAL COPY

any of the loan documents under which Owner's and/or Developer's financing for the Expanded Hotel was obtained. Developer and/or Owner must also submit prior to any payment hereunder a certification from a duly authorized officer of the Owner or Developer that (a) all real estate taxes due on the Expanded Hotel have been paid, (b) that no Event or Default exists under this Agreement and the separate Management Contract, and (c) that no default exists under any of the loan documents covering the financing for the Expanded Hotel, and attach to the certification copies of the real estate tax bills for the Expanded Hotel showing that the real estate taxes have been paid. Owner and Developer shall provide Village with any notices received throughout the term of this Agreement relating to the Subject Property which may have a material adverse impact on the operation of the Expanded Hotel, the Expanded Convention Center or this Agreement, specifically including any notices regarding any tax or loan delinquencies. Provided, however, the Village receives evidence satisfactory to it that any such default has been cured or is not material, the payments to the Owner required hereunder shall resume if all the requirements have been met.

11. Notwithstanding any of the foregoing or any other provision contained herein, if the Owner and/or Developer fails in any year to timely pay any or all of the real estate taxes on any part of the Subject Property when they become due, the Owner shall forfeit (and such forfeiture shall not be subject to any cure period) that year's payments due hereunder if such failure to pay is not cured within thirty (30) days of the date when such taxes were due to be paid. The Owner and/or Developer shall provide evidence that such taxes were paid when due within twenty (20) days after the Village so requests. Notwithstanding the foregoing, the Owner and/or Developer shall have the right to

UNOFFICIAL COPY

contest in good faith the assessed valuation of the Subject Property and the improvements thereon from time to time.

12. In the event the Owner and/or Developer fails to deliver to the Village any of the foregoing information within the time period set forth above, or otherwise violates any term or provision of this Agreement, then in such event, the Village shall have no obligation to make any payment to Owner and/or Developer until such time as any such failure or violation is corrected to the satisfaction of the Village, and all rights of the Owner and/or Developer to demand any current or future payment from the Village shall be deemed waived until such failure or violation is so corrected, and also all other obligations on the part of the Village arising pursuant to this Agreement shall be deemed canceled and without full force and effect.

13. The Owner and Developer hereby covenant and agree to make all of their books and records relating to their sources and amounts of revenue from the Expanded Convention Center and/or costs relating to the operation of the Expanded Convention Center available to the Village Manager, Treasurer, or staff representative for visual inspection only at its regular place of business during regular business hours upon request made by the Village Manager or Village Treasurer. The Village acknowledges that such information is important proprietary information of the Owner and Developer and the Village will not reveal any of the information so reviewed unless the law otherwise requires the Village to do so. The Village will develop an auditing procedure to govern review of the Owner's and Developer's records.

14. Owner and Developer agree that if any of the improvements to be built on the Subject Property are destroyed in whole or in part by any cause whatsoever, that such

UNOFFICIAL COPY

improvement shall be rebuilt at Owner and/or Developer's expense to a comparable size and quality as the original improvements.

15. Owner and Developer further agree to maintain throughout the life of this Agreement all customary insurance that is commercially reasonable to protect against losses and liabilities of whatever kind. Owner and Developer further agree that any insurance proceeds received because of any such destruction will be applied first for the purpose of rebuilding such improvements in accordance with the foregoing provisions.

16. Owner and Developer agree to obtain and continuously maintain during the life of this Agreement "all risk" property insurance to protect against loss of either the Expanded Hotel and/or the Expanded Convention Center by destruction. Any such policy or policies must be issued by an insurance company authorized to do business in Illinois which has a Best insurance rating of A,8 or better. Such policy or policies shall be initially an amount equal to at least the actual costs of construction of the Expanded Hotel and Expanded Convention Center, including all related expenses, and shall contain an automatic annual increase caused by inflation, and shall be maintained at levels which are at least equal to the replacement cost of the Expanded Hotel and Expanded Convention Center including the additions thereto. Such policy or policies shall include a provision guaranteeing sufficient funds to reconstruct the Expanded Hotel and Expanded Convention Center and shall also contain a provision requiring at least thirty (30) days' advance written notice to be given by the insurance company to the Village in the event there are to be any modifications to, cancellation, non-renewal or failure to renew such policy or policies. Owner and Developer shall at least annually, and more often if required, provide the Village with either copies of the policy or policies of insurance or

UNOFFICIAL COPY

appropriate certificate(s) of insurance indicating full details of the coverage and also specifically acknowledging the notice to the Village requirements set forth herein.

17. The Owner shall maintain the Subject Property, including the Expanded Hotel and the Expanded Convention Center, including the additions thereto, in a first-class condition at all times and will provide all necessary and suitable personnel to maintain and repair the same.

18. The Owner and Developer hereby represent and warrant that at all times they shall comply with all applicable local zoning ordinances and regulations, and all building and fire codes regulations and all other applicable Village ordinances, resolutions and regulations, including all necessary action to collect the Village's hotel/motel tax.

19. The Owner and the Developer hereby represent and warrant that the appraised value of the Expanded Hotel when completed shall be in an amount not less than Twenty Three Million and no/100 Dollars (\$23,000,000.00). The Owner and/or the Developer shall cause an appraisal to be done by a qualified MAI real estate appraiser confirming such appraised value to be at least Twenty Three Million and no/100 Dollars (\$23,000,000.00) and submit an appraisal certificate to the Village. The Village shall keep such appraisal confidential to the extent allowed by law and shall not use same in connection with any effort to increase or decrease the assessed valuation of the Expanded Hotel.

SECTION TEN: Defaults.

The occurrence of any one of the following shall constitute a default by the Owner and/or Developer under this Agreement:

UNOFFICIAL COPY

(a) A default of any term, condition or provision, contained in any material agreement or document relating to the project (other than this Agreement), and the failure to cure such default within the time and manner as provided in any such agreement or document, or have same waived.

(b) Failure to comply with any term, provision or condition of this Agreement; and the failure to cure such default within the time and manner provided herein, or have same waived.

(c) In the event a representation or warranty of the Owner and/or Developer contained herein is not true and such condition is not corrected within a period of thirty (30) days after written notice to the Owner and/or Developer by the Village.

(d) The Owner and/or Developer shall: (i) become insolvent; or (ii) be unable, or admits in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court for the appointment of a receiver for any asset; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Owner and/or Developer and such appointment shall not be discharged within sixty (60) days after his appointment or the Owner and/or Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against the Owner and/or Developer and remains undismissed for

UNOFFICIAL COPY

a period of sixty (60) consecutive days, unless the same has been bonded; or (x) material uncured or unwaived monetary default under the terms of any loan agreement which relates to the project in any way.

Upon an occurrence of a default by the Owner and/or Developer as hereinabove set forth, the Village shall be relieved of any and all of its obligations arising pursuant to this Agreement and such obligations on the part of the Village shall be immediately canceled and without any force or effect. The sole remedy of the Village for Owner and/or Developer's default hereunder shall be to terminate this Agreement, effective as of the date of such default, and to recover from Owner and/or Developer any payment which may have been made to Owner and/or Developer hereunder between the date of such default and the date of termination of this Agreement and any sum for which the Village may be entitled to be reimbursed by Owner and/or Developer under the terms of this Agreement. Notwithstanding the foregoing, in the event which gives rise to Owner and/or Developer's default, independently of this Agreement, constitutes a violation of an ordinance, regulation or rule of the Village, the Village shall have such remedies against Owner and/or Developer as may be provided for in such ordinance, regulation or rule. Further notwithstanding the foregoing, the Village shall be entitled to recover any payments made hereunder, regardless of when such payments were made, if there is a sale or assignment of the ownership (legal or beneficial) of either the Owner and/or Developer or the Subject Property or any portion or component thereof without the Village's consent, with such consent to not be unreasonably withheld if the purchaser or assignee has successfully operated first class hotel and convention center facilities for at least ten (10) years.

UNOFFICIAL COPY

SECTION ELEVEN: Hotel Tax.

It is specifically understood by the Parties hereto that the Village imposes a hotel tax for all hotels/motels within the Village. Owner and Developer agree for the life of this Agreement not to object to or contest the imposition of such tax or the amount thereof and to comply with the provisions of the Village's ordinances relating thereto. The Owner and the Developer agree that they will support an increase in the Village's hotel tax from its current level of 4% to 6%.

SECTION TWELVE: Signs.

The Developer shall be entitled to petition for signage as part of the site plan approval process. Any desired signs in excess of the requirements of the Village's Zoning Ordinance may be erected only if a variance is granted by the Village.

SECTION THIRTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner and/or Developer concurrently with adoption of this Agreement by the Village shall reimburse the Village for the following expenses of outside contractors and professionals incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Hotel Addition:

- (1) the costs incurred by the Village for engineering services; and
- (2) the costs incurred by the Village for financial advisory services; and
- (3) all attorneys' fees incurred by the Village; and
- (4) miscellaneous out-of-pocket Village expenses, such as legal publication costs, recording fees and copying expense.

UNOFFICIAL COPY

B. From and After Effective Date of Agreement.

Upon demand by Village made by and through its Manager, Owner and/or Developer from time to time shall promptly reimburse Village for all enumerated expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner and/or Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further continued by the Owner and/or Developer at its option from additional documents relevant to determining such costs and expenses designated from time to time by the Owner and/or Developer.

Notwithstanding the immediately preceding paragraph, Owner and/or Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner, Developer, and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner and Developer, on notice from Village shall assume, fully

UNOFFICIAL COPY

and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Developer and/or and Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and the Owner and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against the Owner and/or Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner and/or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Developer.

UNOFFICIAL COPY

SECTION FOURTEEN: PROTECTION DURING CONSTRUCTION

The Village recognizes that the Owner will continue to manage the Convention Center during construction of the Convention Center Addition and the Additional Parking. The Village shall take reasonable measures to minimize the effect of such construction on the operation of the remainder of the Convention Center and Holiday Inn Hotel. These measures include the following:

1. Daily protection and daily coordination with the Owner on up-coming Convention Center business and construction activities.
2. Avoiding noise and dirt creating activities that would interfere with business.
3. Providing temporary barricades to protect the Convention Center patrons and to protect the Convention Center from noise and debris.
4. Working at off hours, if necessary to avoid conflicts.
5. Maintaining safe and clean walkways and driveways at all times.
6. Maintaining at least 500 parking spaces in front of the Convention Center for public use at all times.
7. Providing temporary signs to warn and direct Convention Center and Hotel patrons.
8. Subcontractor's vehicles, equipment, storage, trailers, etc. to be kept off the existing Convention Center property at all times.

SECTION FIFTEEN: Right of First Refusal.

In the event the Village at any time during the term of the Management Contract (as extended) decides to sell the Expanded Convention Center, the Owner shall have the right of first refusal to purchase said Expanded Convention Center. If Village receives a bona fide offer to purchase said Expanded Convention Center, the Owner shall have the right to match all the terms and conditions of such offer and purchase said Expanded

UNOFFICIAL COPY

Convention Center by giving written notice to the Village within thirty (30) days of receipt by the Owner of notice from the Village of the offer it has received, which notice shall be in writing and shall include all the terms and conditions under which the offer has been made by the third party. Failure to so notify the Village within said thirty (30) day period, or failure to enter into a contract satisfactory to the Village and matching all of the terms and conditions of said bona fide offer within forty-five (45) days after receipt of the initial notice from the Village, shall result in a forfeiture of the right of first refusal to buy the Expanded Convention Center; provided, however, the Village shall not have the right to sell to any such third party during the initial term of the Management Contract unless Owner and/or Developer are in default under this Agreement or the Management Contract and further provided that nothing herein shall be construed to limit the right of the Village to sell the Expanded Convention Center at the end of the term of the Management Contract or at the end of any extended term.

SECTION SIXTEEN: Disconnection.

Owner and Developer, and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village for the entire term of this Agreement.

SECTION SEVENTEEN: Warranties and Representations.

The Owner and Developer represent and warrant to the Village that the Owner owns the existing Hotel, the land on which it is situated, and the land on which the Hotel Addition will be constructed, and that other than the entities and persons hereinbefore described on page 1 of this Agreement, no other entity or person has any interest in the

UNOFFICIAL COPY

said property or its development as herein proposed; and that Owner and/or the Village has provided the legal descriptions of the Subject Property and all the component parts thereof set forth in this Agreement and that said legal descriptions are accurate and correct. The Owner, Developer and Village further represent that they intend and propose to develop the Subject Property in the manner provided in this Agreement.

SECTION EIGHTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, excluding the obligations relating to any portion of the Subject Property which are subsequently sold or conveyed to a third party, Owner and Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner and/or Developer respectively by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner and/or Developer from any or all of such obligations.

SECTION NINETEEN: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION TWENTY: Village Approval or Direction.

UNOFFICIAL COPY

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law or this Agreement, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY-ONE: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION TWENTY-TWO: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION TWENTY-THREE: Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.

SECTION TWENTY-FOUR: Authorization to Execute.

The officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said Owner and Developer respectively and are lawfully authorized to execute this Agreement on their own behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner, Developer and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of

UNOFFICIAL COPY

all bylaws, resolutions, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-FIVE: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

SECTION TWENTY-SIX: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION TWENTY-SEVEN: Curing Default.

The Parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, subject to extension if the cure cannot be reasonably effected within thirty (30) days and the party at fault proceeds diligently to effect such cure at the earliest practicable time, and subject to delay, for Acts of God, inclement weather, casualty loss, industrial or civil strife, war or other events of force majeure.

SECTION TWENTY-EIGHT: Conflict Between the Text and Exhibits.

UNOFFICIAL COPY

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION TWENTY-NINE: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION THIRTY: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION THIRTY-ONE: No Third Party Beneficiaries.

This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

SECTION THIRTY-TWO: Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, permitted successor or permitted assigns (which permission shall not be unreasonably withheld), except as hereinbefore limited.

SECTION THIRTY-THREE: TIF Plan Amendment

UNOFFICIAL COPY

Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall only be effective if and when the Village approves the TIF Plan Amendment as referenced in the recitals hereto.

SECTION THIRTY-FOUR: Execution of Agreement.

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ATTEST:

VILLAGE OF TINLEY PARK,
a Municipal Corporation

By: Frank W. Lemm
Village Clerk

By: James G. Gelsorli
Village President

TINLEY PARK HOTEL AND
CONVENTION CENTER, L.L.C., an
Illinois limited liability corporation

By: Robert J. Stulman
Its President

By: [Signature]
Its VICE PRESIDENT

ATTEST:

By: Sam J. Smith
Its Witness

MID-CONTINENT DEVELOPMENT
AND CONSTRUCTION CO., an Illinois
Corporation

UNOFFICIAL COPY

By: *Kevin P. Hillman*
Its *President*

ATTEST:

By: *[Signature]*
Its *VICE-PRESIDENT*

[Large scribbled signature]

Property of Cook County Clerk's Office

UNOFFICIAL COPY**ACKNOWLEDGMENTS**

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

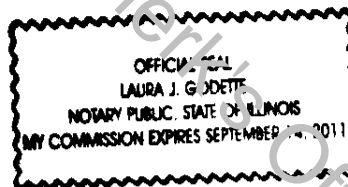
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 3rd day of September, 2008.

Commission expires 9-14, 2011.

Laura J. Golette

Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION CONVENTION CENTER PROPERTY

Property of  Clerk's Office

UNOFFICIAL COPY

Exhibit A

Legal Description

That part of Lot 2 in Maudes Subdivision, being a subdivision as recorded per document number 04087193, in the Northwest Quarter of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, North of the Indian Boundary Line, bounded and described as follows:

Commencing at the northwest corner of said Lot 2; thence South 04 degrees 01 minutes 56 seconds East 514.58 feet along the westerly line of said Lot 2, to a point that is 125.00 feet east of the west line of said Northwest Quarter as measured at right angles; thence South 03 degrees 58 minutes 34 seconds East 39.14 feet along the westerly line of said Lot 2, to the Point of Beginning; thence North 88 degrees 52 minutes 50 seconds East 855.85 feet along a line that is parallel with the north line of said Northwest Quarter; thence South 60 degrees 49 minutes 48 seconds East 113.31 feet; thence South 29 degrees 10 minutes 12 seconds West 68.40 feet to a point of curve; thence southerly 46.96 feet along said curve being the arc of a circle with a 60.00 foot radius, convex westerly, having a chord bearing of South 06 degrees, 44 minutes, 51 seconds West, to a point of reverse curve; thence southerly 104.52 feet along said reverse curve being the arc of a circle with a 134.00 foot radius, convex easterly, having a chord bearing of South 06 degrees 40 minutes 19 seconds West, to a point of tangency; thence South 29 degrees 01 minutes 00 seconds West 276.44 feet, to a point of curve; thence southeasterly 94.23 feet along said curve being the arc of a circle with a 60.00 foot radius, convex western, having a chord bearing of South 15 degrees 58 minutes 21 seconds East to a point of tangency; thence South 60 degrees 57 minutes 45 seconds East 73.64 feet; thence South 03 degrees 48 minutes 46 seconds East 161.20 feet; thence South 01 degrees 30 minutes 59 seconds West 163.50 feet to a point of curve; thence westerly 83.81 feet along said curve being the arc of a circle with a 45.00 foot radius, convex southeasterly, having a chord bearing of South 54 degrees 52 minutes 10 seconds West, to a point of tangency; thence North 71 degrees 46 minutes 39 seconds West 94.61 feet, to a point of curve; thence southwesterly 37.76 feet along said curve being the arc of a circle with a 33.00 foot radius, convex northerly, having a chord bearing of South 75 degrees 26 minutes 24 seconds West, to a point of tangency; thence South 42 degrees 39 minutes 27 seconds West 21.41 feet to a point of curve; thence westerly 49.09 feet along said curve being the arc of a circle with a 45.00 foot radius, convex southerly, having a chord bearing of South 73 degrees 54 minutes 40 seconds West, to a point of tangency; thence North 74 degrees 50 minutes 08 seconds West 65.43 feet; thence South 22 degrees 07 minutes 57 seconds West 126.06 feet; thence South 40 degrees 59 minutes 24 seconds West 27.71 feet, to the westerly line of Lot 2 in said Maudes Subdivision; thence North 47 degrees 41 minutes 09 seconds West 355.52 feet along the westerly line of said Lot 2, to a point on a curve, being the westerly line of said Lot 2; thence northerly 299.69 feet along said curve being the arc of a circle with a 425.00 foot radius, convex southwesterly, having a chord bearing of North 23 degrees 40 minutes 10 seconds West; thence North 03 degrees 58 minutes 34 seconds West 492.12 feet along the west line of said Lot 2, to the Point of Beginning.

Containing 17.400 acres, more or less.

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION HOTEL PROPERTY (INCLUDING ADDITION)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT B – HOTEL PROPERTY

That part of Lot 2 in Maudes Subdivision, a subdivision in the Northwest $\frac{1}{4}$ of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, North of the Indian Boundary Line, bounded and described as follows: COMMENCING at the most Northwestern corner of said Lot 2; thence South $04^{\circ}-01'-56''$ East on the West line of said Lot 2, a distance of 514.58 feet, to a point; thence South $03^{\circ}-58'-34''$ East on the West line of said Lot 2, a distance of 500.75 feet, to the POINT OF BEGINNING; thence North $88^{\circ}-52'-50''$ East on a line parallel with the North line of said Lot 2, a distance of 483.30 feet to a point; thence South $60^{\circ}-38'-37''$ East, a distance of 156.67 feet, to a point; thence South $29^{\circ}-21'-23''$ West, a distance of 159.71 feet, to a point; thence South $01^{\circ}-07'-09''$ East, a distance of 267.03 feet, to a point; thence South $88^{\circ}-52'-50''$ West on a line parallel with the North line of said Lot 2, a distance of 230.37 feet, to a point on the Southwesterly line of said Lot 2; thence (the following three courses being along the Westerly line of said Lot 2 in Maudes Subdivision) North $47^{\circ}-41'-09''$ West, a distance of 265.58 feet, to a point on a curve; thence Northwesterly along said curve convex to the Southwest, having a radius of 425 feet, chord bearing of North $23^{\circ}-40'-19''$ West a distance of 299.69 feet, to a point; thence North $03^{\circ}-58'-34''$ West a distance of 30.51 feet, to the POINT OF BEGINNING, in Cook County, Illinois.

UNOFFICIAL COPY

EXHIBIT C

LEGAL DESCRIPTION CONVENTION CENTER PROPERTY (INCLUDING ADDITION)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT C – CONVENTION CENTER PROPERTY

That part of Lot 2 in Maudes Subdivision, being a subdivision as recorded per Document No. 04087193, in the Northwest ¼ of Section 6; Township 35 North, Range 13 East of the Third Principal Meridian, North of the Indian Boundary Line, bounded and described as follows: COMMENCING at the Northwest corner of said Lot 2; thence South 04°01'56" East 514.58 feet along the Westerly line of said Lot 2, to a point that is 125.00 feet East of the West line of said Northwest ¼ as measured at right angles; thence South 03°58'34" East 39.14 feet along the Westerly line of said Lot 2, to the POINT OF BEGINNING; thence North 88°52'50" East 855.85 feet along a line that is parallel with the North line of said Northwest ¼; thence South 60°49'48" East 113.31 feet; thence South 29°10'12" West 68.40 feet, to a point of curve; thence Southerly 46.96 feet along said curve being the arc of a circle of 60.00 feet radius convex Westerly, having a chord bearing of South 06°44'51" West, to a point of reverse curve; thence Southerly 104.52 feet along said reverse curve, being the arc of a circle of 134.00 feet radius convex Easterly, having a chord bearing of South 06°40'19" West, to a point of tangency; thence South 29°01'00" West 275.44 feet, to a point of curve; thence Southeasterly 94.23 feet along said curve being the arc of a circle of 60.00 feet radius convex Westerly, having a chord bearing of South 15°5'21" East, to a point of tangency; thence South 60°57'45" East 73.64 feet; thence South 02°43'46" East 161.20 feet; thence South 01°30'59" West 163.50 feet, to a point of curve; thence Westerly 83.81 feet along said curve, being the arc of a circle of 45.00 feet radius convex Southeasterly, having a chord bearing of South 54°52'10" West, to a point of tangency; thence North 71°46'39" West 94.61 feet, to a point of curve; thence Southwesterly 37.76 feet along said curve, being the arc of a circle of 33.00 feet radius convex Northerly, having a chord bearing of South 75°26'24" West, to a point of tangency; thence South 42°39'27" West 21.41 feet, to a point of curve; thence Westerly 49.09 feet along said curve, being the arc of a circle of 45.00 feet radius convex Southerly, having a chord bearing of South 72°54'40" West, to a point of tangency; thence North 74°50'08" West 65.43 feet; thence South 82°07'57" West 126.06 feet; thence South 40°59'24" West 27.71 feet, to the Westerly line of Lot 2 in said Maudes Subdivision; thence North 47°41'09" West 355.32 feet along the Westerly line of said Lot 2, to a point on a curve, being the Westerly line of said Lot 2; thence Northerly 299.69 feet along said curve, being the arc of a circle of 425.00 feet radius convex Southwesterly, having a chord bearing of North 23°40'10" West; thence North 03°58'34" West 492.12 feet along the West line of said Lot 2, to the herein designated POINT OF BEGINNING, in Cook County, Illinois.


(Excepting therefrom that part of the land falling in Exhibit B above.)

UNOFFICIAL COPY

EXHIBIT D

LEGAL DESCRIPTION ADDITIONAL PARKING PROPERTY

Property of Cook County Clerk's Office

A large, dense black scribble consisting of many overlapping, vertical, wavy lines that completely obscures the text underneath it. The scribble is roughly rectangular and centered on the page.

UNOFFICIAL COPY**EXHIBIT D****LEGAL DESCRIPTION OF ADDITIONAL PARKING PROPERTY**

THAT PART OF LOT 2 IN MILLENNIUM LAKES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 18, 1999 AS DOCUMENT NUMBER 99587379, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 60 DEGREES 49 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 113.31 FEET TO A BEND POINT IN SAID LINE; THENCE SOUTH 88 DEGREES 52 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 208.00 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 50 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 38.00 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 195.00 FEET TO A TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID TANGENTIAL CURVE, HAVING A RADIUS OF 85.00 FEET, AN ARC LENGTH OF 75.50 FEET, A CHORD BEARING OF NORTH 24 DEGREES 19 MINUTES 35 SECONDS EAST AND A CHORD LENGTH OF 73.04 FEET TO A TANGENTIAL LINE; THENCE NORTH 49 DEGREES 46 MINUTES 21 SECONDS EAST ALONG SAID TANGENTIAL LINE, A DISTANCE OF 156.00 FEET; THENCE SOUTH 40 DEGREES 13 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 38.00 FEET; THENCE NORTH 49 DEGREES 46 MINUTES 21 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 56.00 FEET; THENCE NORTH 24 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 143.60 FEET TO A LINE 162.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREES 07 MINUTES 10 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 41.25 FEET TO A LINE 576.25 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 52 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 162.50 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 01 DEGREES 07 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 423.27 FEET TO THE MOST NORTHERLY CORNER OF OUTLOT A IN SAID MILLENNIUM LAKES SUBDIVISION; THENCE SOUTH 24 DEGREES 20 MINUTES 42 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 232.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: PER COOK COUNTY ASSESSOR 18401 CONVENTION CENTER DRIVE
(PART OF)

PIN: PART OF 31-06-100-021-0000

UNOFFICIAL COPY

EXHIBIT E

**LEGAL DESCRIPTION
TINLEY PARK
OAK PARK AVENUE TIF DISTRICT**

Property of Cook County Clerk's Office

A large, dense, black scribble consisting of many overlapping, vertical, wavy lines, completely obscuring the text "Property of Cook County Clerk's Office" in the center of the page.

UNOFFICIAL COPY

EXHIBIT E

TINLEY PARK OAK PARK AVENUE TIF DISTRICT

LEGAL DESCRIPTION

The Redevelopment Project Area is generally bounded by: 178th Street on the north, by Oak Park Avenue on the east, Interstate 80 on the south, and on the west by Harlem Avenue and the center parcel (301, 303, and 305) line running parallel to Oak Park Avenue.

The legal description of the Redevelopment Project Area is as follows:

That part of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian and Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, lying North of the Indian Boundary line bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 6; thence North along the West line of said Northwest 1/4 to the Northwest corner thereof (said Northwest corner also being the Southwest corner of the Southwest 1/4 of said Section 31); thence North along the West line of said Southwest 1/4 to the South line, extended West, of 182nd Street (said South line of 182nd Street being also the Northerly line of Block 11 in Elmore's Harlem Avenue Estates, a Subdivision in the West 1/2 of said Section 31, according to the plat thereof recorded January 21, 1928 as Document No. 10262889); thence East along said extended South line and the South line of said 182nd Street to a point 130 feet East, as measured along said South line, of the North West corner of Lot 18 in Block 11 in Elmore's Harlem Avenue Estates aforesaid; thence South to a point in the South line of Lot 16 in Block 11, 123 feet East, as measured along said South line, of the South West corner thereof; thence East along said South line of said Lot 16 to the Southeast corner thereof (said Southeast corner also being the Southwest corner of Lot 3 in said Block 11); thence continuing East along the South line and said South line extended East across Sayre Avenue of said Lot 3 in Block 11 to the Southwest corner of Lot 16 in Block 10 in Elmore's Harlem Avenue Estates aforesaid; thence continuing East along the South line of said Lot 16 to the Southeast corner thereof (said Southeast corner also being the Southwest corner of Lot 3 in said Block 10); thence North along the West line of said Lot 3 and the west line of Lots 1 and 2 in said Block 10 to the Northwest corner of said Lot 1; thence continuing North along the West line, extended North across 182nd Street, of said Lot 1 in Block 10 the Southwest corner of Lot 6 in Block 9 in Elmore's Harlem Avenue Estates aforesaid; thence continuing North along the West line of said Lot 6 in Block 9 and the West line of Lots 1 to 5, both inclusive, in said Block 9 to the Northwest corner of said Lot 1; thence continuing North along the West line Extended North across 181st Street to the South West corner of Lot 6 in Block 6 in Elmore's Harlem Avenue Estates aforesaid, then continuing North along the West line of said Lot 6 and the West line of Lots 1 to 5, both inclusive, in said Block 6 to the North West corner of said Lot 1 thence continuing North

UNOFFICIAL COPY

along the West line Extended North across 180th street, of said Lot 1 in Block 6 to the Southeast corner of Lot 7 in Block 5 in Elmore's Harlem Avenue Estates aforesaid; thence continuing North along the East line of said Lot 7 and the East line of Lots 8 to 12, both inclusive, in said Block 5 to the Northeast corner of said Lot 12; thence continuing North along the East line, Extended North across 179th Street of said Lot 12 to the Southeast corner of Lot 7 in Block 2 in Elmore's Harlem Avenue Estates aforesaid; thence continuing North along the East line of said Lot 7 and the East line of Lots 8 to 12, both inclusive, in said Block 2 to the North East corner of said Lot 12; thence continuing North along the East line, extended North across 178th Street, of said Lot 12 in Block 2 to the Northerly line of said 178th Street (said Northerly line also being the South line of Lot 6 in Block 1 in Elmore's Harlem Avenue Estates aforesaid) thence East along said Northerly line and said Northerly line extended East across Oak Park Avenue of 173th Street to the East line of said Oak Park Avenue; thence South along said East line and said East line extended across 178th Street, 179th Street, 180th Street, 181st Street, 182nd Street and 183rd Street of Oak Park Avenue to the South line of Section 31 aforesaid; thence continuing South along the said East line extended North and the East line of Oak Park Avenue to the South line of the North 1/2 of Section 6 aforesaid; thence West along said South line of the North 1/2 of Section 6 to the place of beginning (excepting therefrom that part thereof falling in the following described 7 parcels: (1) Lots 2 and 4 in Block 2 in Elmore's Harlem Avenue Estates aforesaid, (2) Lots 1 to 5, both inclusive, and the 63 foot dedicated street lying West of and adjoining said Lot 5 in Therese's Resubdivision of Lot 3 in Block 2 in Elmore's Harlem Avenue Estates aforesaid, according to the plat thereof recorded May 9, 1972 as Document No. 21896053, (3) Lots 5, 6 in Block 5 in Elmore's Harlem Avenue Estates aforesaid, (4) Lots 1 to 16, both inclusive, and all of 179th Place adjoining said Lots in Tinley South Resubdivision of Lots 2, 3 and 4 in Block 5 in Elmore's Harlem Avenue Estates aforesaid, according to the plat thereof recorded June 16, 1976 as Document No. 23522845), (5) Lots 2, 3, 8 to 11, both inclusive, 13, 14 and 15 in Block 10 in Elmore's Harlem Avenue Estates aforesaid, (6) Lots 4 and 5 in Block 11 in Elmore's Harlem Avenue Estates aforesaid, (7) that part of the North 330 feet of the West 641.71 feet of the North West 1/4 of Section 6, Township 35 North, Range 13 East of Third Principal Meridian, lying North of the Indian Boundary Line, lying South, South Easterly and Easterly of the following described line, commencing at a point 70 feet South and 641.71 feet East of the North West corner of the North West 1/4 of Section 6 aforesaid; thence West parallel with said North line of said Northwest 1/4, a distance of 601.71 feet to a point, distant 140 feet East measured at right angles from said West line of said Northwest 1/4; thence Southwesterly in a straight line a distance of 63.43 feet to a point, distant 95 feet East measured at right angles from said West line of said Northwest 1/4; thence South parallel with the West line of said Northwest 1/4, a distance of 126.71 feet to a point; thence Southeasterly in a straight line a distance of 88.40 feet to a point in the South line of the North 330 feet aforesaid, all in Cook County, Illinois.

UNOFFICIAL COPY

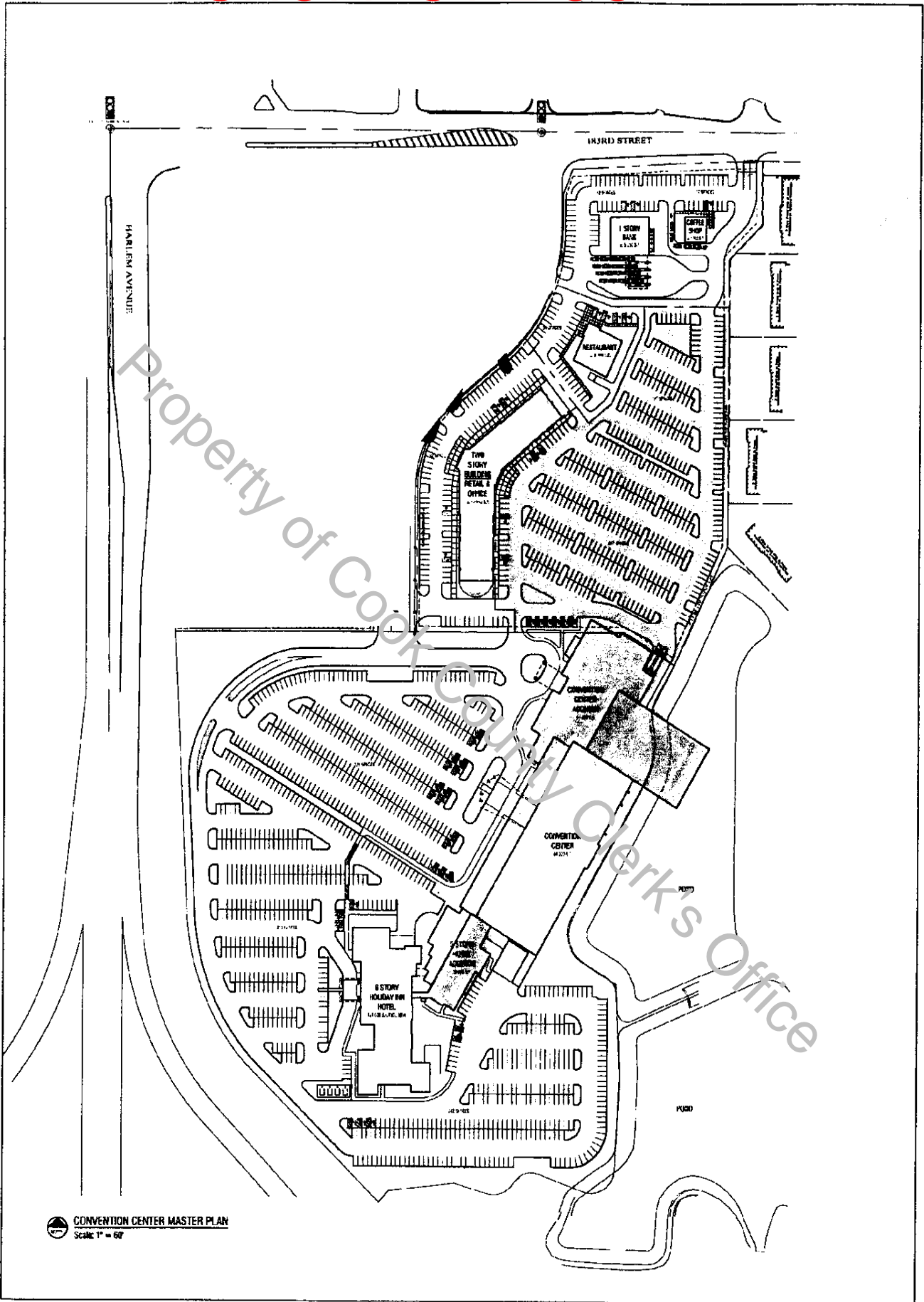
EXHIBIT F

PRELIMINARY PUD PLAN

Property of Cook County Clerk's Office



UNOFFICIAL COPY



CONVENTION CENTER MASTER PLAN
 Scale: 1" = 60'

MID-CONTINENT
 DEVELOPMENT & CONSTRUCTION
 LLC
 1931 S. HARLEM AVE.
 CHICAGO, IL 60623
 TEL: 773-452-7300
 FAX: 773-452-7301

CONVENTION CENTER MASTER PLAN
 TINLEY PARK, ILLINOIS

TMA
 TRAFFIC MANAGEMENT ASSOCIATION
 1000 N. LAKE ST.
 CHICAGO, IL 60610
 TEL: 773-327-1000
 FAX: 773-327-1001

08-032
 December 17, 2008

UNOFFICIAL COPY

EXHIBIT G

MANAGEMENT CONTRACT

Property of Co. of County Clerk's Office

A large, dense black scribble consisting of multiple overlapping, vertical, wavy lines that completely obscures the text underneath it.

UNOFFICIAL COPY

CONVENTION CENTER MANAGEMENT CONTRACT

CONVENTION CENTER MANAGEMENT CONTRACT ("this Contract") made and entered into as of this ____ day of _____, 2008, by and between VILLAGE OF TINLEY PARK, an Illinois municipal corporation (hereinafter referred to as "Owner" and/or the "Village") and TINLEY PARK HOTEL AND CONVENTION CENTER, L.L.C., an Illinois limited liability corporation ("Manager")

WHEREAS, Manager is engaged in the business of managing, marketing and operating hotels and convention centers; and

WHEREAS, Owner has constructed an approximately 64,000 square foot conference and convention center in Tinley Park, Illinois, on an approximately 12.4 acre parcel of real estate legally described on EXHIBIT A attached hereto and made a part hereof (said parcel of real estate and the improvements thereon shall hereinafter be referred to as the "Property"). The Property and building and all fixtures, furniture and equipment located therein, and the contemplated addition to the existing Convention Center, including all fixtures, furniture and equipment installed therein, together with the contemplated additional surface parking, are collectively referred to as the "Convention Center"; and

WHEREAS, Owner intends to construct an addition to the Convention Center and additional surface parking as set forth in the Development Agreement; and

WHEREAS, Owner has utilized the services of Manager in the management, marketing and operation of the existing Convention Center and wishes to continue to do

UNOFFICIAL COPY

so with respect to the both the existing Convention Center and the proposed addition thereto; and

WHEREAS, the Owner wishes to engage Manager in connection with the management, marketing and operation of the Convention Center and the Manager desires to render such services, all upon the terms and conditions hereinafter set forth and in that certain separate agreement between the parties entitled "Hotel Addition Development Agreement - I-80 and Harlem Avenue" (the "Development Agreement"); and

WHEREAS, the Owner and the Manager are parties to an existing Convention Center Management Contract, which they wish through this Contract to continue and extend to include both the existing Convention Center and the addition to the Convention Center, including the additional surface parking, and this Contract is intended to replace the existing agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Term of Contract. The term of this Contract shall commence on the date hereof and shall expire at midnight on the twentieth (20th) anniversary of the completion of the addition to the Convention Center, unless sooner terminated as herein provided. The completion of the addition to the Convention Center shall be deemed to have occurred on the first business day immediately following the issuance of the Occupancy Permit by the Building Department of the Village of Tinley Park for the addition (the "Completion Date"). Notwithstanding the first sentence of this Paragraph, this Contract shall be automatically renewed after the expiration of the initial twenty year

UNOFFICIAL COPY

term for successive one (1) year terms each, unless either party gives written notice of termination to the other not less than one hundred twenty (120) days prior to the end of the then current term, which shall be effective at the end of the then current term.

2. Construction of Addition to Convention Center and Additional Surface Parking. Owner agrees that construction of the addition to the Convention Center building and ancillary facilities and the additional surface parking will be in accordance with all Legal Requirements (as defined in Section 8 hereof). Owner further agrees that the furniture, fixtures and equipment to be provided for the addition by Owner shall be "first class" similar to the furniture, fixtures and equipment found in the existing Convention Center.

3. Grant to Manager. Except as specifically set forth in this Contract, Owner hereby grants to Manager the sole and exclusive right to supervise and direct the management and operation of the Convention Center and Manager hereby accepts such grant and agrees that it will supervise and direct the management and operation of the Convention Center pursuant to the terms and conditions of this Contract and the Development Agreement. Owner will provide marketing assistance to Manager. Manager shall have the right to determine operating policy, standards of operation, quality of service and any other matters affecting the management and operation of the Convention Center; provided, however, Manager shall operate the Convention Center in a "first-class" manner similar to the manner in which other municipally owned convention centers of similar size are operated. Owner acknowledges that Manager has managed the Convention Center to date in accordance with the terms of this Contract and in a "first-class" manner and Manager agrees that it shall continue to do so. If Manager is not

UNOFFICIAL COPY

maintaining and operating the Convention Center in accordance with the terms of this Contract and the Development Agreement, the Owner shall have the right to impose such reasonable obligations as may be necessary for the Convention Center and its operation to meet such standards.

4. Subsequent Costs and Expenses. Manager shall be responsible for all maintenance of the additional surface parking to be constructed by the Village pursuant to the Development Agreement. Said additional surface parking shall be open public parking. After the Completion Date, in conjunction with the Development Agreement, Manager shall be responsible for all costs and expenses incurred in connection with the Convention Center, including the additional surface parking, including, but not limited to, maintenance, repair, replacements, operating costs, supplies, utilities (including all water, electricity, gas, garbage removal, heat, telephone, cable television, hot water, and other consumable services supplied to or in respect of the Convention Center) and all other costs in connection with the operation and use of the Convention Center, which includes advertising on a regional or a national level for full utilization of this Convention Center, and in keeping the same in the condition required by this Contract and the Development Agreement. Such work shall include, but not be limited to, repairs, replacement and maintenance of the roof, and non-structural aspects of the Convention Center, heating and air conditioning equipment, sidewalks, all utility lines and services, boiler, sprinkler systems, parking area (including repaving when needed), elevators, interior walls, plumbing and electrical systems, drains, doors, windows, plate glass and glass, outside walls, lawn and landscaping. Manager shall also at its expense be responsible for all cleaning, painting, decorating, carpentry work and all janitorial services with respect to

UNOFFICIAL COPY

the Convention Center and its site, including the additional surface parking, and be responsible for snow and ice removal (except from public roads), grass mowing, and maintenance of trees and other landscaping. The Manager will not be responsible for work covered by builder guarantees and manufacturer warranties. The builder and/or developer working for the Village on the construction of the addition and the additional surface parking will minimally guarantee all items for one (1) year. All maintenance expenses associated with the additional surface parking shall be the responsibility of the Manager. Manager will either seek reimbursement for maintenance expenses from the tenants and/or owners of the property adjacent to the additional surface parking, or pay its proportional share of the maintenance expenses to said owners or tenants, pursuant to a cost sharing arrangement between the Owner and the adjacent property owner(s). The parties acknowledge that it is their intention that Owner have no responsibility nor liability for any costs in connection with the Convention Center and that the Owner have no responsibility nor liability for any costs in connection with the addition to the Convention Center or the additional surface parking after the Completion Date and the expiration of any builder guarantees or manufacturer warranties. Notwithstanding the foregoing, because the Convention Center is owned by a municipal corporation, the Convention Center should be excluded from real estate tax rolls and no real estate taxes should be assessed against the Convention Center. In the event that due to a change in the Illinois Statutes or otherwise, real estate taxes should be assessed against the Convention Center, Owner shall be responsible for the payment of same.

5. Compensation. Manager shall be entitled to such compensation and revenue as provided for in the Development Agreement and this Contract. Owner and

UNOFFICIAL COPY

Manager recognize the mutual marketing of the Convention Center may result in additional monies from other sources.

6. Operational Standards. The Manager agrees to operate the Convention Center in accordance with the provisions of this Contract and the Development Agreement, and in a first-class manner consistent with the manner in which other municipally owned convention centers of similar size are operated. This includes having a full-time staff which markets the Convention Center. Manager shall accord to Owner the right to enter upon any part of the Convention Center for purposes of examining or inspecting same. Such examination and inspections shall be done with as little disturbance to the operation of the Convention Center as possible. The Village may require, not more than four (4) times per year, the Manager's President, Vice President and Director of Convention Services to provide presentations to the Village on the operations of the Convention Center, including without limitation such issues as the number and types of events occurring, categories of participants in said events, future plans, customer survey results, anticipated capital improvements, and other items relating to the management and operations of the Convention Center.

7. Manager's Control. Except as otherwise provided herein and/or in the Development Agreement, Manager shall have uninterrupted control in the operation of the Convention Center. Accordingly, Manager shall determine rental rates, charges for other Convention Center services, appropriate uses of the Convention Center, policies relating to credit and all phases of publicity and promotion. The additional surface parking shall be open public parking. There shall be no overnight parking allowed, except for guests of the Hotel and patrons of the Convention Center. Manager shall

UNOFFICIAL COPY

operate the Convention Center in accordance with its written Policy entitled Security and Traffic Management Policy, which is attached hereto as Exhibit B. Manager agrees to allow not less than ten (10) events, to be designated by Owner, for local or regional expositions or governmental seminars at a preferred rate, if space is available.

8. Permits and Compliance with Legal Requirements. During the term of this Contract, Manager shall obtain and keep in full force and effect, with the assistance of Owner as required, all necessary registrations, licenses and permits, including, without limitation, such occupational, sign and other licenses, as may be required for the operation of the Convention Center. Throughout the Term, Manager shall comply with all applicable requirements under all laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction over the Property and the provisions of this Contract and the Development Agreement (the "Legal Requirements"). In the event any subsequent alterations, additions or improvements, structural or non-structural, shall be required in order that the Convention Center, the addition thereto, and the additional surface parking be in compliance with applicable Legal Requirements and this Contract and the Development Agreement, the same shall be the responsibility of and shall be performed at the expense of Manager; provided, however, for any defects discovered or occurring within one (1) year after the Completion Date of the addition to the Convention Center that are the result of poor workmanship of Owner's contractor in building the addition to the Convention Center or any product defects in the addition, and are covered by any applicable warranty from such contractor or any of such contractor's subcontractors or any manufacturer, the Village will cause such defects to be corrected at

UNOFFICIAL COPY

no expense to Manager. Manager shall defend any actions, suits or other proceedings alleging non-compliance with any Legal Requirements. Manager may contest, by appropriate legal proceedings conducted in good faith, in the name of Manager or Owner, or both, the validity of or application of any Legal Requirements (other than those of Owner or as required in this Contract and the Development Agreement). Owner shall execute and deliver any appropriate documents which may be necessary or proper to permit Manager to prosecute such contest.

9. Personnel. The Manager will hire, supervise, direct, promote, discharge and determine the compensation of all persons and entities employed by the Manager in connection with the operation of the Convention Center. Except as set forth below, the Manager is to be the sole judge of the fitness and qualifications of all such persons and entities and is vested with absolute discretion in hiring, supervising, and directing same. In no event shall any of such employees be considered to be employees of Owner. Manager shall have the obligation to maintain sufficient qualified staff at all times to operate the Convention Center in a first-class manner and in accordance with the terms of this Contract and the Development Agreement.

Notwithstanding anything to the contrary contained in this Contract or in the Development Agreement, Manager shall at all times during the term of this Contract employ a full time Director of Convention Services (the "Director") in accordance with this paragraph 9. The job description for this position is attached hereto as Exhibit C. The minimum qualifications for this position are attached hereto as Exhibit D. The job description and minimum qualifications may not be changed without the consent of the Village. The Director shall report directly to the Manager's Vice President of Operations

UNOFFICIAL COPY

and shall have primary day-to-day responsibility for the management and operation of the Convention Center. The Director's compensation, benefits, and other terms and conditions of employment shall be sufficient to attract and retain a qualified and experienced Director. Upon request of the Village, the Manager shall provide sufficient documentation to establish that the Director is being compensated at a competitive market rate.

For the initial appointment of the Director, the Village shall, at its expense, utilize the services of an executive search firm to obtain suitable qualified candidates. The Village shall have the right to screen and select candidates for the Director position, and shall submit not less than three (3) acceptable candidates to the Manager, who shall select the Director from among the candidates submitted by the Village. If an entire list of candidates is unacceptable to the Manager, based on reasonable and definable criteria, the Manager may reject the entire list, in which event the Village will provide a new list pursuant to the procedures in this paragraph 9. The Manager shall have the right to submit individuals for consideration, including without limitation current employees of the Manager. The Manager shall have the right to remove any individual from the list of candidates submitted by the Village based on past employment experience with the individual. The Director shall at all times be an employee of Manager and not of the Village. In the event that the Director leaves the employment of the Manager, the same process shall be used to find and select a successor Director. The Manager shall have the right to terminate the Director, or require his or her resignation, but in the event of any such termination or required resignation the Manager shall be responsible for the costs of finding and hiring the successor Director, unless such costs are covered by a warranty

UNOFFICIAL COPY

which may be provided by the executive search firm utilized by the Village for obtaining the list of qualified candidates. If the Director leaves the Manager's employ for any reason other than termination by the Manager or required resignation (defined as a resignation in lieu of termination), the Village shall pay the costs of the executive search firm used for finding and hiring the replacement.

The Manager shall hire a Director pursuant to the above procedure no later than ninety (90) days prior to the opening of the expanded Convention Center. The Manager shall hire a successor Director, in the event the position is for any reason vacated, within sixty (60) days of any such vacancy, which time period may be extended by the Village in its discretion provided that reasonable steps are underway to hire the replacement.

10. Village Office of Tourism. Five Hundred (500) square feet of office space shall be reserved in the addition to the Convention Center for the Village to use as an office of tourism. The Village may, but is not required to, open an office in this space to promote tourism in Tinley Park and to promote the use of the Convention Center. The space may be used by the Manager for any other purpose until such time as the Village decides and notifies the Manager that it wishes to open the office of tourism. The Village shall not be required to pay any rent for this space, but will, however pay a reasonable fee for common area maintenance based on the square footage of the office space provided.

11. Accounting and Fiscal Periods. Manager shall maintain books and records reflecting the Convention Center's operation which shall be available for visual inspection only by the Village Manager or Treasurer of the Village of Tinley Park, during normal business hours, at the Hotel or Convention Center, on ten (10) days prior written notice. Such records represent the confidential and proprietary information of Manager

UNOFFICIAL COPY

and shall not be disclosed to the general public by said Village Manager or Treasurer except as otherwise required by law. Further provided, however, the Village Manager and/or Village Treasurer may disclose such information to the Corporate Authorities of the Village and such other officers of the Village on a need-to-know basis. In addition, Manager agrees to provide to Owner an annual report in a format to be mutually agreed on by both parties.

12. Insurance Coverage. Manager shall maintain a program for insurance coverage with respect to the Convention Center for the mutual benefit of Owner and Manager. Such insurance program shall set forth the types and amounts of coverage, which shall include, without limitation, comprehensive general liability insurance, fire and extended coverage insurance (at replacement value if available at reasonable cost), workers' compensation insurance, and other insurance customarily and usually procured in the operation of municipally owned convention centers, or required by any mortgagee of the Convention Center. It shall be the Manager's duty to procure and maintain such insurance; however, at the request of the Manager, the Owner shall assist the Manager in procuring and maintaining such insurance. All such insurance shall be effected by policies issued by insurance companies of good reputation and sound financial responsibility with a Best's insurance rating of A,8 or better. Upon procurement of such insurance, certificates of insurance evidencing such insurance shall be promptly delivered to Owner, and original policies, when issued, will be held by Manager. Owner, Manager and any mortgage lender shall be named as insureds on all appropriate policies. All insurance policies shall be endorsed specifically to the effect that the proceeds shall be made payable to the Manager to be used to the extent available to rebuild the Convention

UNOFFICIAL COPY

Center. All such policies of insurance shall also be endorsed specifically to the effect that such policies shall not be canceled or materially changed or non-renewed without at least thirty (30) day's prior written notice to the Owner and the Manager. The minimum amount of coverage for the comprehensive general liability insurance shall be \$10,000,000.00, for the fire and extended coverage insurance shall be equal to the value of the Convention Center, and the contemplated addition thereto, and the workers' compensation insurance at the statutory minimums, and other insurance in such amounts as the Owner and Manager shall agree, including without limitation the amounts agreed to in the Development Agreement. Moreover, the parties shall meet and review the adequacy of the insurance coverages and limits at least once every five (5) years to determine whether any additional or increased coverages are warranted. The Manager shall procure and provide Owner with Certificates of Insurance providing for the above coverages and other provisions. At the time of any renewal of any policy or certificate of insurance as above provided, Manager shall, not less than ten (10) days prior to the expiration of such policy, deposit with Owner a Certificate of Insurance indicating the policy has been renewed, together with proof of payment of premiums on the renewal of such policy. If Manager shall fail to obtain or maintain any required insurance, Owner may, but need not, obtain such insurance and perform any act required of Manager, without releasing Manager from any responsibility. Any amounts paid, together with costs, expenses and reasonable attorneys' fees, shall be reimbursed to Owner and shall bear interest from the date of Owner's payment at the rate of ten percent (10%) per year until paid.

UNOFFICIAL COPY

13. Events of Default. The following shall constitute Events of Default hereunder if not cured within any applicable cure period:

- (i) The failure of either party (the "defaulting party") to pay to the other party (the "non-defaulting party") any such sum which may become due hereunder within thirty (30) days after the due date thereof; or
- (ii) The failure of either party (the "defaulting party") to perform, keep or fulfill any of the material terms, covenants, undertakings, obligations or conditions set forth in this Contract or the Development Agreement other than those referred to in the foregoing paragraph, and the continuance of such failure for a period of thirty (30) days after notice to the defaulting party from the other party (the "non-defaulting party") specifying such failure, or, in the event such failure is of such a nature that it cannot, with due diligence and in good faith, be cured within thirty (30) days, the failure of the defaulting party to commence to cure the same within such thirty (30) day period and thereafter to prosecute the curing of such failure with due diligence and in good faith (it being intended that, in connection with a failure not susceptible of being cured with diligence and in good faith within thirty (30) days, the time allowed the defaulting party within which to cure the same shall be extended for such period as may be necessary for the curing thereof with due diligence and in good faith); or
- (iii) Any event which would constitute an event of default under the Development Agreement; or

UNOFFICIAL COPY

- (iv) The failure of Owner to complete construction of the addition to the Convention Center within the time frames set forth in the Development Agreement, which period may be extended by mutual agreement of the parties; or
- (v) Any representation or warranty of either party hereunder is not true when made and such condition is not corrected within thirty (30) days following written notice to either party; or
- (vi) the Convention Center is added to the tax rolls of Cook County and real estate taxes are imposed on the Convention Center but only if Owner does not accept responsibility to pay same; or
- (vii) The Manager shall: (i) become insolvent; or (ii) be unable, or admit in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court for the appointment of a receiver for any asset; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Manager and such appointment shall not be discharged within sixty (60) days after his appointment or the Manager has not

UNOFFICIAL COPY

bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against the Manager and remains undismissed for a period of sixty (60) consecutive days, unless the same has been bonded; or (x) material monetary default under the terms of any loan agreement which relates to the project in any way which is not cured or waived.

Upon occurrence of an Event of Default, the non-defaulting party may give to the defaulting party notice of intention to terminate the Term after the expiration of a period of thirty (30) days from the date of such notice and, upon the expiration of such period, the Term shall expire unless such Event of Default has been cured. Such termination shall be without prejudice to any right to damages or any other legal remedy which the non-defaulting party may have against the defaulting party under applicable law.

14. Indemnification. The Manager shall indemnify and hold harmless the Owner from all liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) which may be occasioned by Manager's breach of any term of this Contract, the Development Agreement, or the misconduct, negligence, fraud, embezzlement or breach of trust of or by Manager or any of its officers, directors, shareholders, agents or employees. Manager shall also indemnify and hold harmless Owner from all liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees or expenses) which arise, directly or indirectly, from Manager's performance or non-performance of its obligations hereunder. In case of any action, suit or proceeding brought against the Owner arising from or relating to any of the foregoing, the Owner will notify the Manager of such action, suit or proceeding and the Manager may, and upon the Owner's request will, at the Manager's expense, defend such action,

UNOFFICIAL COPY

suit or proceeding, or cause the same to be defended by counsel designated by the Manager.

It is expressly agreed by the parties that the foregoing provisions of this Section 14 and all other indemnifications contained in this Contract shall survive the termination of this Contract.

15. Survival. All representations, warranties, agreements, obligations and indemnities of the parties hereto arising prior to the termination of this Contract or resulting from the termination hereof shall survive the termination of this Contract.

16. Damage or Destruction by Casualty. If the Convention Center or any part of the improvements thereof shall be damaged by fire or other casualty, Manager shall be required to reconstruct or repair the Convention Center to the same condition as it was just before such damage out of the proceeds of the insurance required hereunder.

17. Notices. All notices or other communications provided for in this Contract shall be in writing and shall be personally delivered or sent by reputable private commercial courier service or sent by United States registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses, until such time as written notice, as provided herein, of a change of address with a new address to be used thereafter is delivered to the other party:

OWNER: Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

with a copy to: Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

UNOFFICIAL COPY

Klein, Thorpe and Jenkins, Ltd.
 20 North Wacker Drive, Suite 1660
 Chicago, Illinois 60606
 Attention: Terrence M. Barnicle, Esq.
 Thomas M. Melody, Esq.

MANAGER: Mrs. Reva K. Stillman, President
 Mr. Alan D. Rosenzweig, Vice President
 Tinley Park Hotel and Convention Center, L.L.C.
 18501 South Harlem Avenue
 Suite 100
 Tinley Park, Illinois 60477

With a copy to: Mr. Stephen L. Golan
 Golan and Christie, LLP
 Three First National Plaza
 15th Floor
 Chicago, Illinois 60602

Any such notice personally delivered or delivered by courier service shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made. Any such notice sent by certified or registered mail shall be deemed to be given, delivered or made two (2) business days after deposit thereof in the United States mail.

18. Relationship of Parties. Nothing in this Contract shall be deemed to create any joint venture or partnership between the parties. Neither the Owner nor the Manager shall have the power to bind or obligate the other, except as and to the extent expressly set forth in this Contract.

19. Mechanics' Liens. Manager shall not suffer or permit any mechanic's lien to be filed against the Convention Center site, or any part thereof, by reason of work, labor, services or materials performed or supplied or claimed to have been performed or supplied. If such mechanic's lien shall be filed against the Convention Center site, or any

UNOFFICIAL COPY

part thereof, Manager shall cause the lien to be discharged of record within ninety (90) days after the date of filing; provided, however, Manager shall not be required to discharge the lien so long as Manager shall in good faith and with due diligence contest the same by appropriate legal proceedings which shall have the effect of preventing the sale or forfeiture of the Convention Center site, or any part thereof or interest therein to satisfy the same; and, if Manager shall fail to discharge the lien within such period, then in addition to any other right or remedy of Owner, Owner may, but shall not be obligated to, discharge the same by paying the amount claimed to be due after inquiry into its validity. Any amount paid by Owner in procuring the discharge of such lien and all necessary disbursements in connection therewith, with interest thereon at the rate of ten percent (10%) per annum from the date of payment, shall be repaid by Manager on demand and if unpaid, may be deducted from any amounts due from Owner to Manager. Liens filed for work performed on the addition to the Convention Center or the additional surface parking before Manager takes possession of the addition shall be the responsibility of Owner.

20. No Third Party Beneficiaries. This Contract is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

21. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, permitted successors or permitted assigns (which permission shall not be unreasonably withheld), except as hereinbefore limited. Manager shall adopt and implement a corporate succession plan and a strategic plan which shall

UNOFFICIAL COPY

be available for visual inspection only by the Village upon request. Said succession plan and strategic plan shall ensure that the Manager shall, for the life of this Contract, maintain sufficient management and ownership personnel so that the Convention Center operations continue to function in a first class manner in the event of any corporate succession issues, and shall require that at all times during the life of this Contract the Manager employs a Director of Convention Services as set forth in paragraph 9 above. Manager reserves the right to amend or modify its corporate succession plan to reflect changes in family roles, relationships and ownership, and to amend or modify its strategic plan to reflect changes in the marketing direction and operations of the Convention Center, provided that at all times the succession plan and strategic plan meet the requirements of this paragraph.

22. Formalities. Any change to or modification of this Contract must be in writing signed by both parties hereto. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Captions for each section of this Contract are intended for convenience only and shall not be deemed to construe or limit in any manner whatsoever this Contract.

23. Entire Contract. This Contract contains the entire agreement and understanding between the parties in respect of the subject matter hereof and supersedes any prior written or oral understandings and agreements between the parties regarding the subject matter of this Contract. The parties agree that the existing Convention Center Management Contract is hereby terminated.

UNOFFICIAL COPY

24. No Waiver or Relinquishment of Right to Enforce Contract. Failure of any party to this Contract to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

25. Village Approval or Direction. Where Village approval or direction is required by this Contract, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law or this Contract, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Contract.

26. Singular and Plural. Wherever appropriate in this Contract, the singular shall include the plural, and the plural shall include the singular.

27. Authorization to Execute. The members and managers of Manager executing this Contract warrant that they have been lawfully authorized to execute this Contract on behalf of said Manager and are lawfully authorized to execute this Contract on their own behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Contract. The Manager and the Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents required to

UNOFFICIAL COPY

legally evidence the authority to so execute this Contract on behalf of the respective entities.

28. Counterparts. This Contract may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

29. Curing Default. The parties to this Contract reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, subject to extension if the cure cannot be reasonably effected within thirty (30) days and the party at fault proceeds diligently to effect such cure at the earliest practicable time, and subject to delay, for Acts of God, inclement weather, casualty loss, industrial or civil strife, war or other events of force majeure.

30. Severability. If any provision of this Contract is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Contract.

31. Definition of Village. When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

32. Execution of Contract. This Contract shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Contract on page 1 hereof which date shall be the effective date of this Contract.

UNOFFICIAL COPY

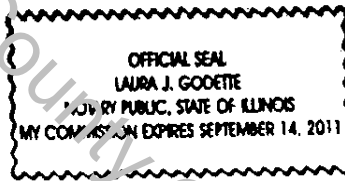
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 3rd of December 2008.

Commission expires 9-14, 2011. Laura J. Godette
Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above-named _____ and,
_____, respectively, Manager/Member and Member of TINLEY
PARK HOTEL AND CONVENTION CENTER, L.L.C., an Illinois limited liability
company, individually, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such Manager and Member respectively,
appeared before me this day in person and acknowledged that they signed and delivered
the said instrument as their own free and voluntary act and as the free and voluntary act
of said limited liability company for the uses and purposes therein set forth;

GIVEN under my hand and Notary Seal this _____ date of _____, 2008.

Commission expires _____ 20_____. _____
Notary Public

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT H

PAYMENT SCHEDULE

Property of  Clerk's Office

UNOFFICIAL COPY

Village of Tinley Park, Illinois
 Oak Park Avenue TIF
 Exhibit H
 to Hotel Addition Development Agreement
 adopted under Resolution 2008-R-044

Tax Year	Developer Annual Maintenance	Developer Capital Contribution	Lump Sum Interest Subsidy
2008	510,000	500,000	
2009	675,000	185,000	
2010	675,000	185,000	
2011	675,000	185,000	
2012	675,000	185,000	
2013	675,000	185,000	
2014	675,000	185,000	
2015	675,000	185,000	
2016	675,000	185,000	
2017	675,000	185,000	3,700,000
	<u>6,585,000</u>	<u>2,165,000</u>	<u>3,700,000</u>

Property of Cook County Clerk's Office