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Doc# 1915445055 Fee \$88.00
RHSP FEE: \$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 06/03/2019 01:15 PM PG: 1 OF 7

**AGREEMENT OF THE VILLAGE OF McCOOK WITH
MORTIMER & SYTSMA, LLC FOR THE PROPERTY
LOCATED AT UNIT 109, 9550 WEST SERGO DRIVE, McCOOK,
ILLINOIS AND IDENTIFIED AS PIN 18-10-300-042-1017**

Property of Cook County Clerk's Office

Recorded by:

Vincent Cainkar
Attorney for Village of McCook
Louis F. Cainkar, Ltd.
6215 W. 79th Street, Suite 2A
Burbank, IL 60459

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**AGREEMENT OF THE VILLAGE OF McCOOK WITH
MORTIMER & SYTSMA, LLC FOR THE PROPERTY LOCATED
AT UNIT 109, 9550 WEST SERGO DRIVE, McCOOK, ILLINOIS
AND IDENTIFIED AS PIN 18-10-300-042-1017**

WHEREAS, the Village of McCook (the "Village") has previously approved Class 6b assessment status for the property commonly known as Unit 109, 9550 West Sergo Drive, McCook, Illinois, identified for property tax purposes by PIN 18-10-300-042-1017 (the "Property") as described on Exhibit A attached hereto; and

WHEREAS, Mortimer & Sytsma, LLC is the owner of the Property (the "Property Owner") and is responsible for the payment of real estate taxes on the Property; and

WHEREAS, the Property Owner has requested the Village authorize the renewal of the Class 6b assessment classification pursuant to which the Property is assessed at a reduced rate of the Assessor's estimated annual market value on the Property (the "Class 6b Incentive") and extending for the number of years permitted under Cook County Ordinance for Class 6b classification provisions (the "Class 6b Renewal"); and

WHEREAS, the Class 6b Renewal is subject to the final approval of the Cook County Assessor; and

WHEREAS, the Village incurs the costs of government including police, fire, ambulance, and other services (the "Village Services") with respect to the Property regardless of the classification of the Property for assessment purposes; and

WHEREAS, the Village and the Property Owner agree that the Class 6b Renewal is in the best interests of the Village and the Property Owner, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the Village and the Property Owner as follows:

1. **RECITALS.** The recitals above are incorporated herein by reference and are explicitly made part of this Agreement.

2. **ORDINANCE.** Within 14 days after the Effective Date (hereinafter defined), the Village shall: (a) authorize the Class 6b Renewal by passage of a Village ordinance (the "Village Ordinance") supporting and consenting to the Class 6b Renewal on the Property and expressly finding that the Class 6b Incentive is necessary for the continued occupancy and use of the

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Property; and (b) provide a certified copy of the Village Ordinance to the Property Owner. The Property Owner shall have made or will make an application to the Cook County Assessor for renewal of the Class 6b assessment.

3. **VILLAGE SERVICE FEE.** After approval by the Cook County Assessor of the Class 6b Renewal, the Tenant agrees to pay to the Village the amount of \$17,231.57 (the "Village Service Fee") on the following dates and in the following amounts:

DATE	AMOUNT
August 1, 2019	\$5,743.86
August 1, 2020	\$5,743.86
August 1, 2021	\$5,743.86

After payment of the Village Service Fee, if the Property loses the Class 6b Renewal, the Village agrees to reimburse the Property Owner within 30 days after notice from the Property Owner, an amount proportionate to the Village Service Fee for each tax year during the Class 6b Renewal that the Property does not receive the Class 6b Renewal.

4. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if delivery is made either by: (a) personal delivery, in which case the notice shall be deemed received the date of such personal delivery; or (b) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service to the following addresses:

If to Village:

Village of McCook
Attention: Mayor
5000 Glencoe Avenue
McCook, IL 60525

Mr. Vincent Cainkar
Louis F. Cainkar, Ltd.
6215 W. 79th Street, Suite 2A
Burbank, IL 60459

If to Property Owner:

Mortimer & Sytsma, LLC
106 W. Calendar #313
LaGrange, IL 60525

J. Nicholas Parish
Law Office of J. Nicholas Parish LLC
3223 S. Lowe
Chicago, IL 60616

or such other address as either party may from time to time specify in writing to the other.

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5. **AMENDMENT.** This Agreement may not be amended without the prior written consent of the Village and the Property Owner. Consent of the Village must be by motion passed by the Mayor and Board of Trustees.

6. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

7. **NO PERSONAL LIABILITY.** No member, manager, agent, or employee of the Property Owner shall be personally liable to the Village in the event of any default or breach by the Property Owner for any amount which may become due to the Village from the Property Owner or any successor in interest on any obligation under the terms of this Agreement. The terms of this Agreement are a covenant running with the land as to any future owner thereof.

8. **WAIVER OF BREACH.** Waiver by the Village or the Property Owner with respect to any breach of this Agreement shall not be considered or treated as a waiver of its rights with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Village or the Property Owner in writing.

9. **ENFORCEMENT.** This Agreement shall be enforceable in the Circuit Court of Cook County by any of the parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.

10. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

11. **ATTORNEY'S FEES.** In the event of any litigation among the Village and the Property Owner to enforce any provision or right under this Agreement, the unsuccessful party of such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein. The prevailing party shall not be eligible for attorney's fees under this provision unless, prior to instituting litigation, the non-prevailing party was given Notice of its failure to perform or comply with this Agreement and such failure to perform or comply with the Agreement was not cured within 30 days after Notice was provided. In addition, if the Village is made a party to any litigation instituted by any person (not a party to this Agreement) in connection with the Agreement, the Village shall appear and defend the Agreement on behalf of the Village.

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12. **WAIVER OF RIGHT TO TRIAL BY JURY.** The Village and the Property Owner hereby waive any right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by each of the parties hereto and each party acknowledges to the other that neither the other party nor any person acting on its respective behalf has made any representations to induce this waiver of trial by jury or in any way to modify or nullify its effect. The parties acknowledge that they have read and understand the meaning and ramifications of this waiver provision and have elected same of their own free will.

13. **THIRD PARTIES.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and the Property Owner, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Property Owner, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Property Owner. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

14. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective authorized successors and assignees. Nothing herein contained shall be construed as a prohibition against the Property Owner leasing or conveying the Property. Any person taking title to the Property shall be subject to the terms and conditions of this Agreement.

15. **WARRANTY OF AUTHORIZED SIGNATORIES.** The individuals executing this Agreement hereby represent and warrant that they are fully authorized to do so on behalf of the Village and the Property Owner.

16. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.


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IN WITNESS HEREOF, the parties hereto have executed and delivered this Agreement on this 29th day of April, 2019 (the "Effective Date").

VILLAGE OF MCCOOK,
a municipal corporation



By:




Jeffrey R. Tobolski, Mayor


PROPERTY OWNER

Mortimer & Sytsma, LLC

By:



David Mortimer, Manager



Bill Sytsma, Manager

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EXHIBIT A

LEGAL DESCRIPTION

Unit 109 in the 9550 Sergo Drive Condominium, as delineated on a survey of the following described real estate: Lot 1 in McCook Industrial Center Unit No. 3 being a Resubdivision in Section 10, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereon recorded April 19, 2004 as Document No. 0411031017, in Cook County, Illinois; which survey is attached as Exhibit 'C' to the Declaration of Condominium recorded April 9, 2007 as Document No. 070991523, and as delineated on the Plat of Survey of said condominium recorded August 17, 2007 as Document No. 07229150062, together with its undivided percentage interest in the common elements.

Property Address: 9550 Sergo Drive, Unit 109, McCook, IL 60525

PIN: 18-10-300-042-1017

Property of Cook County Clerk's Office