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Karen A. Yarbrough
Cook County Clerk
Date: 02/23/2021 02:55 PM Pg: 1 of 20

COVER SHEET FOR RECORDING PURPOSES

VILLAGE OF TINLEY PARK

RESOLUTION NO. 2020-R-062

**A RESOLUTION SUPPORTING THE FILING OF A CLASS 6A
APPLICATION FOR DEVELOPMENT TO OCCUR AT
16300 S. HARLEM AVENUE (PETE'S FRESH MARKET)**

Commonly Know As:

16300 S. HARLEM AVENUE

TINLEY PARK, IL 60477

PIN: 27-24-202-020-000 & 27-24-202-021-000

Prepared By &

**Return To: Laura Godette
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-062, "A RESOLUTION SUPPORTING THE FILING OF A CLASS 6B APPLICATION FOR DEVELOPMENT TO OCCUR AT 16300 S. HARLEM AVENUE (PETE'S FRESH MARKET)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.



[Handwritten Signature]
 KRISTIN A. THIRION, VILLAGE CLERK

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THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-062

A RESOLUTION SUPPORTING THE FILING OF A CLASS 6B APPLICATION
FOR DEVELOPMENT TO OCCUR AT 16300 S. HARLEM AVENUE
(PETE'S FRESH MARKET)

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

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

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VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-062

A RESOLUTION SUPPORTING THE FILING OF A CLASS 6B APPLICATION FOR DEVELOPMENT TO OCCUR AT 16300 S. HARLEM AVENUE (PETE'S FRESH MARKET)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") desires to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

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

WHEREAS, said Tax Incentive Ordinance provides a Class 6b incentive that is designed to encourage commercial development throughout Cook County by offering real estate tax incentives for the development of new commercial facilities, the rehabilitation of existing commercial structures, and the commercial reutilization of abandoned buildings; and

WHEREAS, Stephanie Dremonas (Pete's Fresh Market), on behalf of 163rd & Harlem LLC, ("Applicant"), desires to redevelop certain real property located at 16300 S. Harlem Avenue, legally described in the attached Exhibit 1; PINs: 27-24-202-020-000 & 27-24-202-021-000, in reliance on the Class 6b incentives for plans to construct approximately 117,000 sq. ft. of new commercial space for purposes of a Pete's Fresh Market grocery store and other commercial uses and to remodel and expand an existing vacant approximately 158,000 sq. ft. structure for purposes of warehousing/distributing and other commercial uses; and

WHEREAS, The Applicant would find it difficult to construct at the Subject Property given the current tax liability on the Subject Property but for said Class 6b incentive, which provides a reduced assessment of ten percent (10%) of fair market value of the Property for the

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first ten years, fifteen percent (15%) for the eleventh year, and twenty percent (20%) for the twelfth year. Without this incentive, commercial property would normally be assessed at twenty-five (25%) of its market value; and

WHEREAS, said Subject Property does not have a Class 6b incentive applied to the Subject Property and the Applicant seeks approval from the Village to consent and support said Class 6b incentive to be applied to the Subject Property; and

WHEREAS, the Village and Applicant have executed a Property Tax Assessment Classification Agreement ("Classification Agreement"), attached hereto as Exhibit 2 and incorporated herein, which imposes certain terms and conditions on the Village's support for Applicant's request for the Class 6b reclassification of the Subject Property; and

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve the request submitted by 167th & Harlem LLC and consent and support the Class 6b reclassification of the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approves the request submitted by the Applicant and supports and consents to the Class 6b reclassification, subject to the terms and conditions memorialized in the Classification Agreement, and has determined that the commercial use of the Subject Property by Pete's Fresh Market for its new grocery store location at the Subject Property is both necessary and beneficial to the Village.

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

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

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PASSED THIS 19th day of May, 2020.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 19th day of May, 2020.

ATTEST:



VILLAGE PRESIDENT

VILLAGE CLERK

Property of Cook County Clerk's Office

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EXHIBIT I LEGAL DESCRIPTION

PINs: 27-24-202-020-000 & 27-24-202-021-000

PARCEL 1:

LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 29, 1991 AS DOCUMENT 91303340, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS," AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

County of Cook County Clerk's Office

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THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND 163RD & HARLEM LLC,
(16300 S. Harlem Ave, Tinley Park, Illinois 60477)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT ("Agreement") is made this 19 day of May, 2020 ("Execution Date"), by and between the **Village of Tinley Park**, an Illinois municipal corporation ("Village"), and **163rd & Harlem LLC**, an Illinois limited liability company ("Owner").

RECITALS

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

WHEREAS, the Owner is the owner of real property generally located at 16300 S. Harlem Avenue, Tinley Park, Illinois, and as legally described on Exhibit A ("**Property**"); and

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

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, ("**Class 6B Assessment Classification**") for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 6B Assessment Classification is necessary for such redevelopment to occur on the Property; and

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

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Assessment Classification and Class 6B Tax Assessment Classification (collectively, the "Assessment Classifications"); and

WHEREAS, Owner shall redevelop the Property which shall consist of (i) the substantial rehabilitation of an abandoned building for warehousing and retail on the southern portion of the Property, (ii) the construction of a new retail building for the use as a supermarket and additional retail, all as depicted on Exhibit B (the "Preliminary Site Plan") and at a total estimated cost of \$29,250,000.00 (the "Project"); and

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

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

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

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

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

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

- a. Village shall approve resolutions setting forth its consent and support of Owner's activation of the Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the "Resolutions"). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolutions to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

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

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- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first class manner and in accordance with this Agreement, the Preliminary Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall apply for the building permit for the Project on or before May 1, 2021. Village approval, which shall not be unreasonably withheld subject to Developer's good faith and timely responses to Village requests during the permit review process, shall occur on or before July 1, 2021. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before December 31, 2022 (the "**Outside Completion Date**").
- c. The "**Project Work**" shall include all landlord work and site work required for (i) the rehabilitation of the single-story building on the southern portion of the Property for the distribution center and retail, with the distribution center not to exceed approximately 158,408 square feet, and (ii) construction of the new retail structure containing a Pete's Fresh Market supermarket of at least approximately 74,000 square feet and approximately 43,000 square feet of additional retail space. The Project Work shall exclude interior work, interior build out, and tenant improvements.
- d. Upon completion of the Project Work, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the Project Work (a "**Completion Statement**").
- e. The Project Work may be completed in phases. The Owner may, but is not obligated to, submit and the Village shall review a Completion Statement for a portion or phase of the Project Work (a "**Phase Completion Statement**"). Village approval of such Completion Statement shall not be unreasonably withheld. The date on which the Village has approved such Phase Completion Statement shall be a "**Phase Completion Date**."
- f. The "**Substantial Completion Date**" shall mean the date on which the Village has approved a Completion Statement for the entirety of the Project Work, such approval shall not be unreasonably withheld.
- g. In the event that a Completion Statement for the entirety of the Project Work has not been submitted to the Village by the Outside Completion Date, upon a showing of good cause, the Village shall extend the Outside Completion Date

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for a period not to exceed one year (an “**Extension**”). To grant an Extension, the Village Manager must receive a written request from the Owner stating the reasons for the proposed extension (the “**Extension Request**”). Such Extension Request must be made before the expiration of the Outside Completion Date. Approval of an Extension shall not be unreasonably withheld.

- h. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, pandemic, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.

Section 5. Event of Default.

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

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Agreement.

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

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

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- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

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

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party

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making the waiver, and then shall be effective only in the specific instances and for the purpose given.

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

Section 8. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder

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shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: David J. Niemeyer
Village Manager
dniemeyer@tinleypark.org

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

If to Owner: 163rd & Harlem LLC
4333 S. Puask. Road, Suite 400
Chicago, Illinois 60632
Attn: Stephanie Drimonas
stephanie@pmrealtync.com

With a copy to: Sarnoff & Baccash
2 North LaSalle St., Ste. 1000
Chicago, Illinois 60602
Attn: Robert M. Sarnoff
rsarnoff@sarnoffbaccash.com

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party’s attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a “business day” shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

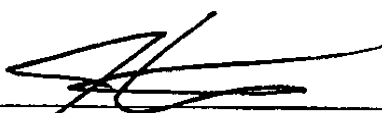
[EXECUTION PAGES FOLLOW]

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

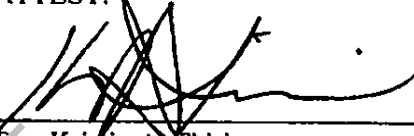
VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation



By: Jacob C. Vandenberg
Its: Mayor

ATTEST:

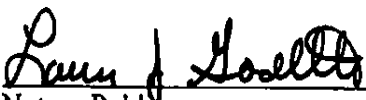


By: Kristin A. Thirion
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 19 day of May, 2020, before me, personally appeared Jacob C. Vandenberg, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

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



Notary Public

Printed Name: Laura J. Godette

My commission expires:



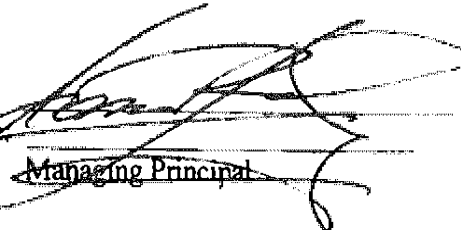
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IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

163rd & Harlem LLC,
an Illinois limited liability company

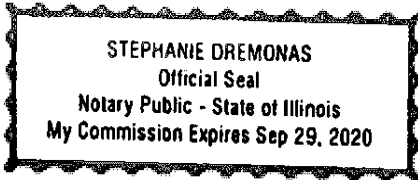
By: 163rd & Harlem LLC, an Illinois
limited liability company, its Manager

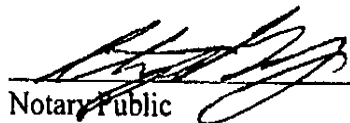
By: 
Name: _____
Title: Managing Principal

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 12 day of ~~May~~ ^{June}, 2020, before me, personally appeared James D., personally known, who being by me duly sworn did say that he is the Manager of 163rd & Harlem LLC, an Illinois limited liability company, that said instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

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




Notary Public

Printed Name: Stephanie Dremonas

My commission expires: 9-29-2020

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EXHIBIT A

Legal Description

PINS: 27-24-202-020 and 27-24-202-021 (INCLUDES PROJECT REAL ESTATE AND OTHER LAND)*¹

Property of Cook County Clerk's Office

¹ A tax parcel division application is pending, with the new Permanent Index Number affecting only the described real estate expected to be issued for Tax Year 2020 (payable 2021)

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EXHIBIT B

**Preliminary Site Plan
(see attached)**

Property of Cook County Clerk's Office

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