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KAREN A. YARBROUGH
COOK COUNTY CLERK

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**AGREEMENT OF THE VILLAGE OF BRIDGEVIEW WITH TAUBENSEE
FAMILY LIMITED PARTNERSHIP IV WITH RESPECT TO THE
PROPERTY LOCATED AT 9600 SOUTH HARLEM AVENUE,
BRIDGEVIEW, ILLINOIS AND IDENTIFIED AS PIN 23-12-210-006-0000**

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AGREEMENT OF THE VILLAGE OF BRIDGEVIEW WITH TAUBENSEE FAMILY LIMITED PARTNERSHIP IV WITH RESPECT TO THE PROPERTY LOCATED AT 9600 SOUTH HARLEM AVENUE, BRIDGEVIEW, ILLINOIS AND IDENTIFIED AS PIN 23-12-210-006-0000

WHEREAS, the Village of Bridgeview (the "Village") has previously approved Class 6b assessment status for the property commonly known as 9600 South Harlem Avenue, Bridgeview, Illinois, identified for property tax purposes by PIN 23-12-210-006-0000, and legally described as attached hereto (the "Property"); and

WHEREAS, Taubensee Family Limited Partnership IV 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 that the Village authorize the renewal of the Class 6b assessment status (the "Class 6b Incentive") for tax year 2022 and extending for 12 years as permitted under the Cook County Real Property Assessment Classification Ordinance for Class 6b classification provisions; and

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

WHEREAS, the Village incurs the costs of government including police, fire, ambulance, public works, 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 renewal of the Class 6b Incentive 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 30 days after the execution of this Agreement, the Village shall: (a) authorize the renewal of the Class 6b Incentive by passage of an ordinance (the "Ordinance") supporting and consenting to the renewal of the Class 6b Incentive on the Property and expressly finding that the Class 6b Incentive is necessary for the continued occupancy and use of the Property; and (b) provide a certified copy of the Ordinance to the Property Owner.

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Not less than 30 days after receipt of a certified copy of the Ordinance, the Property Owner shall have made or will make an application to the Cook County Assessor for renewal of the Class 6b assessment.

3. **REIMBURSEMENT.** The Property Owner agrees to pay to the Village the amount of \$368,655 (the "Reimbursement"), which is the agreed discounted value of the Village Services. The Reimbursement shall be due in three annual installments of \$122,885 payable after approval by the County Assessor of the Class 6b Renewal as follows:

First Installment	August 1, 2022
Second Installment	August 1, 2023
Third Installment	August 1, 2024

If, the renewal of the Class 6b Assessment Status, is not implemented by the Cook County Assessor, then no Reimbursement shall be due or paid to the Village. If, the Renewal is implemented for a tax year subsequent to tax year 2022, then the dates for payment of the Reimbursement Amount shall be modified such that the First Installment shall be due on August 1, 2023 with subsequent installments delayed by one (1) year.

If, after payment of the Reimbursement, the Property loses the Class 6b Incentive during any portion of the renewal period or is not approved by the County Assessor, the Village agrees to reimburse the Property Owner within 30 days after notice from the Property Owner, an amount proportionate for each tax year during the renewal of the Class 6b Incentive that the Property does not receive the Class 6b Incentive based upon the Reimbursement previously paid to the Village. If the Property is sold prior to the full payment of the Reimbursement, then the balance of the Reimbursement shall be immediately due and paid to the Village.

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 business day following delivery to such nationally recognized overnight air courier service to the following addresses:

If to Village:

Village of Bridgeview
 Attention: Mayor
 7500 S. Oketo Avenue
 Bridgeview, IL 60455

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

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If to Property Owner:

Taubensee Family Limited
Partnership IV
600 Diens Drive
Wheeling, IL 60090-2645

Kevin A. Griffin
Eugene L. Griffin & Associates, Ltd.
29 N. Wacker Drive, Suite 650
Chicago, IL 60606

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

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. **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

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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.

12. **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.

13. **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.

14. **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.

15. **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.


IN WITNESS HEREOF, the parties hereto have executed and delivered this Agreement on this 1st day of December, 2021.

VILLAGE OF BRIDGEVIEW,


TAUBENSEE FAMILY LIMITED PARTNERSHIP IV

a municipal corporation

an Illinois limited partnership



Steven M. Landek, Mayor



General Partner
CHRISTOPHER TAUBENSEE



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LEGAL DESCRIPTION

That part of the Northeast 1/4 of Section 12, Township 37 North, Range 12 East of the Third Principal Meridian bounded by a line described as follows:

Commencing at a point in the East line of the Northeast 1/4 of said Section 12, which is 1341.85 feet South of the Northeast corner of said Northeast 1/4; thence West at right angles to the said East line a distance of 190.0 feet for a point of beginning; thence continuing West along said line drawn at right angles to the East line of said Northeast 1/4 a distance of 545.16 feet; thence South a distance of 28.90 feet to a point on a line 300.00 feet Northeasterly, as measured at right angles, and parallel with the Northeasterly right of way line of that land conveyed to the Illinois State Toll Highway Commission in document 17286868; thence North 86 degrees 03 minutes 55 seconds West along a line which forms an angle of 45 degrees to the left with said parallel line a distance 424.26 feet to a point on the Northeasterly right of way line of the Illinois State Toll Highway; thence North 41 degrees 03 minutes 55 seconds West along the Northeasterly line of said right of way a distance of 400.00 feet; thence North 48 degrees 56 minutes 05 seconds East a distance of 132.77 feet to a point on a curved line the last described line being a radial line of said curve; thence Easterly along said curved line, convex to the South and having a radius of 70.0 feet a distance of 138.74 feet, arc measure; thence East a distance of 1015.06 feet to a point on a line 190.0 feet West, measured at right angles, and parallel with the East line of the Northeast 1/4 of said Section 12; thence South along said parallel line 405.0 feet to the place of beginning in Cook County, Illinois.

LESS AND EXCEPT THEREFROM all that certain property conveyed by Special Warranty deed dated July 24, 2006, from Sanbell Limited Partnership, as Grantor, to the Illinois State Toll Highway Authority, an Instrumentality and Administrative Agency, of the State of Illinois, as Grantee, recorded October 25, 2006, as Document # 0629847142, with the Recorder of Deeds, Cook County, Illinois, to-wit:

TW-2C-05-041

That part of the Northeast Quarter of Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, also being a part of the parcel described to Sanbell Limited Partnership, a Delaware limited partnership, in a Warranty Deed recorded January 30, 1992, as Document Number 92062823 in the Office of the Recorder of Cook County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter as marked by an iron rod per document number 97493327 in said office of the Recorder; thence South 01 degree 58 minutes 22 seconds East (this and all subsequent bearings based on the Illinois Coordinate System of 1983, East Zone), 936.92 feet along the East line of said Northeast Quarter to the North line of said Sanbell Parcel extended East; thence South 88 degrees 02 minutes 16 seconds West, 1204.32 feet along said North line extended to the most Northerly curved line of said Sanbell parcel, being a non-tangent curve concave to the North; thence Westerly, 138.72 feet along said non-tangent

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curve, having a radius of 70.00 feet and a chord bearing South 80 degrees 12 minutes 23 seconds West, 117.12 feet to the most Westerly North line of said Sanbell parcel; thence South 46 degrees 59 minutes 12 seconds West 85.30 feet along said line to the point of beginning; thence South 34 degrees 51 minutes 02 seconds East, 132.24 feet; thence South 40 degrees 41 minutes 57 seconds East, 286.46 feet to the South line of said Sanbell parcel; thence North 88 degrees 00 minutes 48 seconds West, 24.22 feet along said South line to the Easterly right of way line of the Tri-State Tollway; thence North 43 degrees 00 minutes 48 seconds West, 400.00 feet along said Easterly right of way line to the most Westerly North line of said Sanbell parcel; thence North 46 degrees 59 minutes 12 seconds East, 47.47 feet to the Point of Beginning containing 11395 square feet, or 0.262 acres, more or less.

Property Address: 9600 South Harlem Avenue, Bridgeview, Illinois 60455

PIN: 23-12-210-006-0000

Property of Cook County Clerk's Office