



AGENDA FOR REGULAR MEETING VILLAGE OF TINLEY PARK PLAN COMMISSION

October 16, 2025 – 7:00 P.M.
Kallsen Center
Village Hall – 16250 S. Oak Park Avenue

Regular Meeting Called to Order

Pledge of Allegiance

Roll Call Taken

Communications

Approval of Minutes: Minutes of the October 2, 2025 Regular Meeting

**ITEM #1 PUBLIC HEARING – ACTIVE DAY ADULT DAYCARE – 16050 HARLEM AVENUE –
SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE PARK CENTER
PLAZA PUD**

Consider recommending that the Village Board grant Laura Altenbaumer of Active Day IN, Inc. a Special Use for a Substantial Deviation from the Park Center Plaza PUD to allow for the establishment of an adult daycare facility at 16050 Harlem Avenue in the B-3 PD (General Business and Commercial; Park Center Plaza PUD) Zoning District.

ITEM #2 PUBLIC HEARING – GARAGE VARIATION – 16801 SAYRE AVENUE

Consider recommending that the Village Board grant Dennis Mahoney a Variation from Section III.I.2.b. of the Zoning Ordinance to allow for a detached garage exceeding the maximum accessory structure floor area and maximum accessory structure width at 16801 Sayre Avenue in the R-2 (Single-Family Residential) Zoning District.

**ITEM #3 PUBLIC HEARING – BROOKSIDE CREEK – 7251-7551 191ST STREET – SPECIAL USE
FOR A SUBSTANTIAL DEVIATION FROM THE BROOKSIDE CREEK RETAIL
CENTER PUD**

Consider recommending that the Village Board grant Lawrence Debb, on behalf of Tinley Park Land Development, LLC, a Special Use for a Substantial Deviation from the Brookside Creek Retail Center PUD to amend the “Allowable Use Chart” for the PUD at 7251-7551 191st Street in the B-3 PD (General Business and Commercial; Brookside Creek Retail Center PUD) Zoning District.

Receive Comments from the Public

Good of the Order

Adjourn Meeting



Village of Tinley Park

Memo

Date: October 13, 2025

To: Plan Commission

From: Michael Coleman
Interim Community Development Director

Subject: Plan Commission Meeting Location for October 16, 2025 Meeting

Due to ongoing construction at Village Hall affecting building access to the main entrance and Council Chambers, the upcoming regularly scheduled Plan Commission meeting will be held in the Kallsen Center.

The Kallsen Center is accessed via the building entrance at the northwest corner of Village Hall. Signage will be provided near the main entrance to direct the public to the Kallsen Center.

**Petitioner**

Laura Altenbaumer of
Active Day IN, Inc.

Property Location

16050 Harlem Avenue

PIN

27-24-201-013-0000

Zoning

B-3 PD (General Business
and Commercial, Park
Center Plaza PUD)

Approval Sought

Special Use for
Substantial Deviation

Project Planner

Michael O. Whalen, AICP
Associate Planner

PLAN COMMISSION STAFF REPORT

October 16, 2025 –Public Hearing

Active Day Adult Daycare – Special Use for Sub. Dev. From PUD

16050 Harlem Avenue

**EXECUTIVE SUMMARY**

Laura Altenbaumer of Active Day IN, Inc. (d/b/a Active Day of Homewood)(the Petitioner) is proposing to open an adult daycare facility at 16050 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Center Plaza PUD) zoning district. The proposed facility would occupy approximately 60% of the in-line tenant space which was previously occupied by American Freight (and Sears Outlet before that). The Village Board recently approved a Special Use for K9 Resorts to operate a pet kennel in the remainder of the old American Freight space.

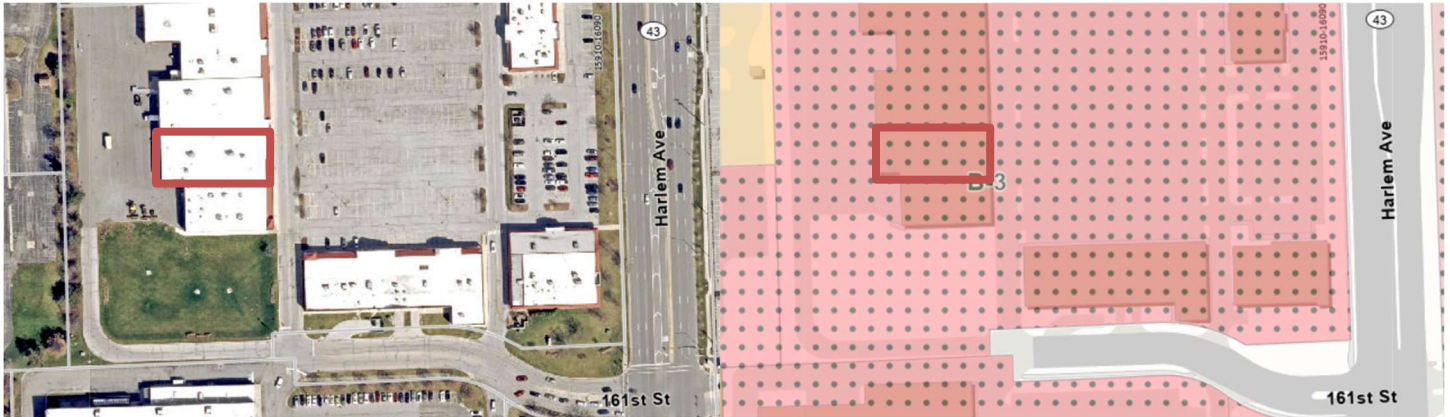
A daycare facility is a Special Use in the B-3 General Business and Commercial Zoning District. The Zoning Ordinance does not include any performance standards for the use. However, since the property is located within the Park Center Plaza Planned Unit Development, a Special Use for a Substantial Deviation from the PUD is required.

The proposed adult daycare facility will serve seniors and adults with disabilities. The Petitioner states that the facility will have capacity for up to 130 members and will have approximately 20 staff. The facility will operate between 7:00 a.m. and 5:00 p.m.

Active Day has over 100 locations across 10 states. This location will have six buses to bring members from/to their homes to the facility, though many rely on other means of transportation such as Pace paratransit or rides from family.

No changes to the building's exterior or site plan are proposed.

EXISTING SITE & HISTORY



The subject property is a multi-tenant building within an existing shopping center. The Petitioner's proposal would occupy 14,807 square feet of the 24,480-square-foot space last used by American Freight. The proposed space will have a neighboring user on either side. The K9 Resorts kennel, recently approved by the Village Board, will be located in the space to the north. The space to the south is currently vacant.

The larger shopping center is located within the Park Center Plaza PUD, which has been amended several times over the years to enable new users, develop outlots, and renovate the shopping center.

ZONING & NEARBY LAND USES

The subject property is located within the **B-3 General Business and Commercial Zoning District**. The property is also within the **Park Center Plaza PUD**. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	B-3 General Business and Commercial	Shopping Center
East	B-3 General Business and Commercial	Shopping Center
South	B-3 General Business and Commercial	Shopping Center
West	R-4 Single-Family Residential	Church

The site is surrounded by commercial development to the north, east, and south. St. Julie Billiard Church is to the west (rear of the subject property).

PROPOSED USE

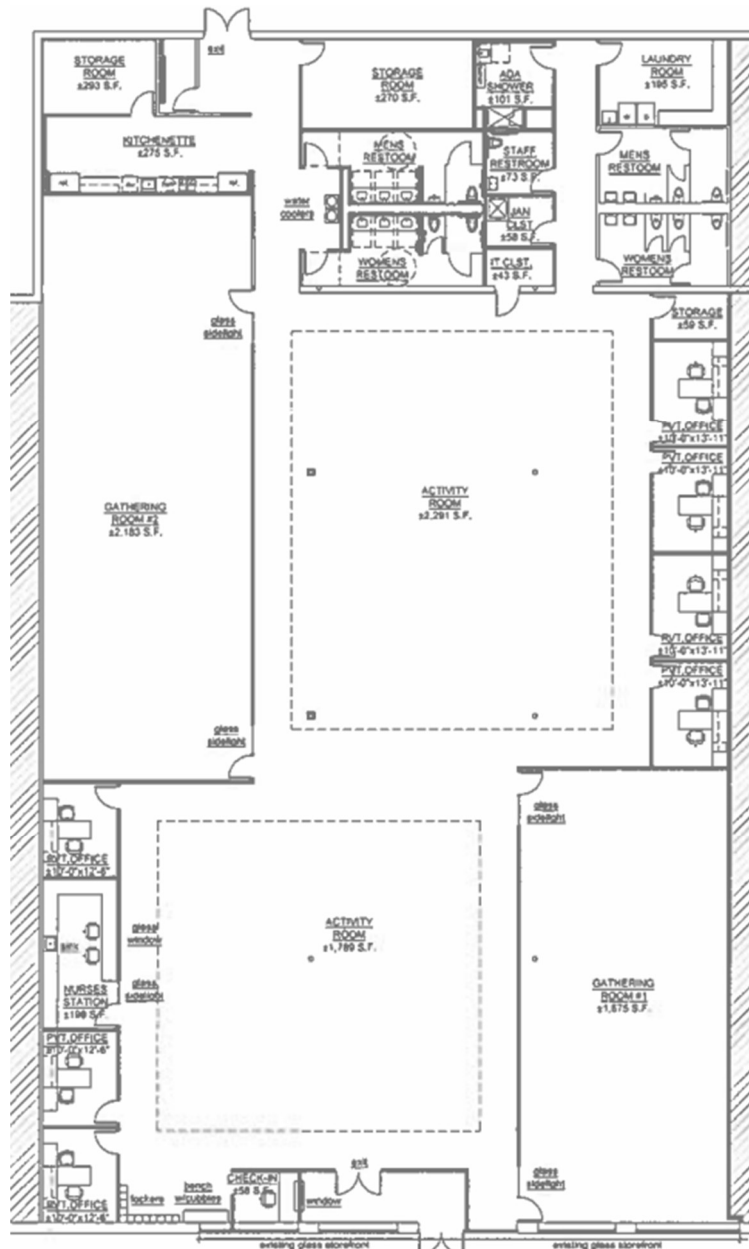
The Petitioner is proposing an adult daycare facility to be operated by Active Day IN, Inc. The Zoning Ordinance defines adult day care as "An Adult Day Care establishment structures programs with stimulating social activities and health-related and rehabilitation services for the elderly who are physically or emotionally disabled and in need of a protective environment. The participant is usually brought to the care facility in the morning and leaves in the evening." This use is allowed in the B-3 General Business and Commercial Zoning District with a Special Use Permit.

Since the site is located within the Park Center Plaza PUD, a Special Use for a Substantial Deviation from the Park Center Plaza PUD is required.

The Petitioner's narrative states that the proposed adult daycare facility is designed to accommodate a maximum of 130 members. The hours of operation will be 7:00 a.m. to 5:00 p.m. The facility has 6 buses and provides home pick-up/drop-off to some members, while others rely on services from Pace or the V.A or transportation from a relative.

The Petitioner is not proposing any changes to the existing site or the exterior of the building.

The Petitioner is proposing construct facilities and interior walls to divide the space for specific uses (offices, gathering rooms, activity rooms, etc.).



No changes are proposed. The Petitioner anticipates having up to 20 employees. Members arriving by private vehicle will utilize the existing parking lot for pick-up and drop-off. The Zoning Ordinance does not prescribe a specific parking ratio for daycare facilities.

Company vehicles, including buses, will be parked behind the building. A condition of approval to this effect is included in the recommended motion for the Special Use.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The proposed use will provide an important service that improves the public health of residents of the Village and the surrounding region.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The proposed use will have minimal impact on neighboring properties.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
The proposed use will reactivate an existing vacant commercial space.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
All necessary facilities already exist.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
No changes to parking or access are proposed. There is a large existing parking lot to accommodate staff and members for pick-up/drop-off.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
All requirements will be met.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
The proposal will reactivate a vacant commercial space and provide an important service to the elderly and adults with disabilities.

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

Motion (Special Use for a Substantial Deviation from the Park Center Plaza PUD):

“...make a motion to recommend that the Village Board grant a Special Use for a Substantial Deviation from the Park Center Plaza PUD to the Petitioner Laura Altenbaumer of Active Day IN, Inc. to allow for the establishment of an adult daycare facility at 16050 Harlem Avenue in the B-3 PD (General Business and Commercial; Park Center Plaza PUD) Zoning District, subject to the condition that all company vehicles will be parked behind the building.”

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application	Petitioner	8/8/2025
2	Addendum	Petitioner	8/8/2025
3	Narrative	Petitioner	9/26/2025
4	Ownership Information	Petitioner	8/8/2025
5	Survey	Petitioner	8/8/2025
6	Site Plan	Petitioner	8/8/2025
7	Space Plan	Petitioner	9/12/2025



Village of Tinley Park
Community Development Dept.
16138 S. Oak Park Ave.
Tinley Park, IL 60477
708-441-5100

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

- ☒ Special Use for: Active Day
- ☐ Planned Unit Development (PUD) ☐ Concept ☐ Preliminary ☐ Final ☐ Deviation
- ☐ Variation ☐ Residential ☐ Commercial for _____
- ☐ Annexation
- ☒ Rezoning (Map Amendment) From _____ to _____
- ☐ Plat (Subdivision, Consolidation, Public Easement) ☐ Preliminary ☐ Final
- ☐ Site Plan
- ☐ Landscape Change Approval
- ☐ Other: _____

PROJECT & PROPERTY INFORMATION

- Project Name: _____
- Project Description: _____
- Project Address: ✓ 16040 S. Harlem Ave. Property Index No. (PIN): ✓ 27-24-201-013-0000
- Zoning District: Tinley Park, IL 60477 Lot Dimensions & Area: _____
- Estimated Project Cost: \$ _____

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

- Name of Owner: CORE PARK CENTER, LLC Company: EDWARDS REALTY CO.
- Street Address: _____ City, State & Zip: _____
- E-Mail Address: _____ Phone Number: _____

APPLICANT INFORMATION

- ☐ Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

- Name of Applicant: Laura Hitenbaumer Company: Active Day IN
- Relation To Project: tenant
- Street Address: _____ City, State & Zip: _____
- E-Mail Address: _____ Phone Number: _____



Village of Tinley Park
Community Development Dept.
16150 140th Ave.
Tinley Park, IL 60477
708.141.3000

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized representative.

I hereby authorize Ramzi Hassan (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature: _____

Property Owner Name (Print): _____

Ramzi Hassan

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature: _____

Property Owner Name (Print): _____

Ramzi Hassan

Applicant Signature:
(If other than Owner)

Applicant's Name (Print): _____

Laura Altenbaurner

Date: _____

8/7/25

VILLAGE OF TINLEY PARK, ILLINOIS SPECIAL USE ADDENDUM

APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Special Use** permit from the terms of the Zoning Ordinance (Section 5-B). This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans prior to making a submittal.

- ☐ General Application form is complete and is signed by the property owner(s) and applicant (if applicable).
- ☐ Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.
- ☐ A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on any employee numbers, parking requirements, property changes, existing uses/tenants, hours of operation or any other business operations should be indicated. Any additional requests such as Site Plan approval or a Variation should be indicated in the narrative as well.
- ☐ A Plat of Survey of the property that is prepared by a register land surveyor and has all up-to-date structures and property improvements indicated.
- ☐ Site Plan and/or Interior layout plans that indicate how the property and site will be utilized.
- ☐ Responses to all Standards for a Special Use on the following page (can be submitted separately along with the narrative, but all standards must be addressed).
- ☐ \$400 Special Use hearing fee.

STANDARDS AND CRITERIA FOR A SPECIAL USE

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record, will be discussed in detail during the public meetings and will be provided to any interested party requesting a copy. Please provide factual evidence that the proposed Special Use meets the statements below. If additional space is required, you may provide the responses on a separate document or page.

A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

True, Active Day provides Adult Day services to seniors and individuals with Intellectual and Developmental Disabilities. We also provide; prolonged independence and improved daily function; effective management of chronic conditions, hands-on medical care by a Nurse; cognitive and physical stimulation; nutrition and medical management, comprehensive social services; and also transportation services. We are a cost-effective alternative to nursing homes and institutions.

B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

True, safety at Active Day is our first priority to our members and also, the community. We provide a secured location for our members, staff, and visitors. Active Day promotes a safe environment within and outside of our walls.

C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Active Day operates an Adult Day Service program that will promotes community inclusion and education for members served. This location will bring awareness to the surrounding areas and increase the use of businesses.

D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

No additional changes to the building are required. Parking spaces for four shuttle busses and 15 employees parking spots.

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Active Day utilizes busses and shuttles for membership which will reduce traffic congestion and in-and-out parking.

F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Active Day follows all required State and County requirements specific to fire, safety, and Public Health.

G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

True, the Special Use will contribute to the Tinley Park area by opening up new avenues of funding for a large variety of people that will directly support the economic development of the community. Active Day will promote a Dementia friendly committee to educate the community.



Active Day IN, Inc. d/b/a Active Day of Homewood is applying for a special use permit for the property known as 16050 Harlem Avenue, Tinley Park. The purpose of this application is to receive permission to operate an Adult Day Care business this facility will accommodate a maximum of 130 adults daily, with ages eighteen and over.

Active Day, Inc. provides an engaging environment that offers socialization, activities, meals, daily living care, and compassion to all adults and aging seniors with various physical and cognitive needs which include Alzheimer's, Dementia, Parkinsons, I/DD, Cerebral Palsy, Autism.

Active Day staffs their Centers with healthcare professionals who assist our members with daily living activities while ensuring proper and personalized care.

Active Day of Homewood has been operating in Homewood IL for 15+ years; we are looking to relocate to expand our services to include not just Southern Cook County but also parts of Will County (Mokena, Frankfort, Tinley Park, Orland Park, Joliet).

We are a certified program approved by the Illinois Department of Aging, Veterans Administration, Department of Human Services.

The building will be required to comply with Fire Marshall (meet child day care requirements), Public Health and other regulatory bodies. The building will be secured by an alarm and secured door for the safety of our members.

Programs and services that are offered include:

- Nursing Supervision - Ensuring medical treatments and medication administration is accurate and properly supervised.
- Personal Care - We assist with personal care needs, so our members can look and feel their best. This personal care is specific to activities of daily living.
- Fun & Engaging Activities - From Bingo to field trips, we keep the daily activities diverse, fun, and engaging, so members enjoy coming back every day.
- Meals & Nutrition - We offer nutritious meals and snacks while paying close attention to allergies and dietary restrictions.
The meals will be catered in with daily delivery of meals to the location.
- Transportation – Active Day has a fleet of 6 buses, additional transport from PACE, VA and family personal drop off. The buses drop off members in the



morning between 7am-11am; and will take all members back to their residence starting at 1pm-4pm.

Operating business hours will be Monday to Friday from 7:00 a.m. to 5:00 p.m.

Additional information: The center currently has 20 employees employed at varying times based on need of our membership.

Thank you for your consideration. Please kindly indicate any additional information that you may need or questions that you may have.

ALTA OWNER'S POLICY OF TITLE INSURANCE

issued by:



CHICAGO TITLE
INSURANCE COMPANY

Policy Number:

**CCHI2304941LD
PROFORMA**

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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CHICAGO TITLE INSURANCE COMPANY

- c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
 7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
 9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

Countersigned By:

PROFORMA

Authorized Officer or Agent

Chicago Title Insurance Company

By:



Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Property Address: 15910-16090 South Harlem Avenue, Tinley Park, IL 60487

SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

Policy Number: CCHI2304941LD PROFORMA

Date of Policy	Amount of Insurance
PROFORMA	\$10,550,000.00

1. The Insured is:

Core Park Center, LLC, an Illinois limited liability company

2. The estate or interest in the Land insured by this policy is:

Fee Simple as to Parcel 1 and Easement as to Parcels 2 and 3

3. The Title is vested in:

Pro Forma Title Finding: Core Park Center, LLC, an Illinois limited liability company

4. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

PARCEL 1:

LOT 1 IN PARK CENTER EUROFRESH RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 OF PARK CENTER MCDONALDS SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123529011, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT ESTATE APPURTENANT TO PARCEL 1 CREATED IN DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AUGUST 7, 1987, RECORDED AS DOCUMENT 87464664, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS AMENDED BY:

(A) FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTICTIONS DATED MARCH 21, 1989, RECORDED AS DOCUMENT 89127008, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS,

(B) AMENDMENT TO DECLARATION OF RESTRICTIONS DATED JULY 1, 1988, RECORDED AS DOCUMENT 98618348, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS

(C) SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AND SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS DATED DECEMBER 4, 1998, AND RECORDED DECEMBER 8, 1998 AS DOCUMENT 08114248, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS,

(D) COVENANTS, CONDITIONS AND RESTRICTIONS AND THE THIRD AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT DATED JANUARY 25, 2010 AND RECORDED APRIL 12, 2010 AS DOCUMENT NUMBER 1010234095, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, COVERING AND AFFECTING THE REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN, AND

(E) COVENANTS, CONDITIONS AND RESTRICTIONS AND FOURTH AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT DATED AUGUST 18, 2011 AND RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123529013.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED BY THE PARTY WALL AGREEMENT DATED AUGUST 18, 2011 AND RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123529014 FOR THE PURPOSE OF USE THE PARTY WALL BELOW AND ABOVE THE SURFACE OF THE GROUND AND ALONG THE WHOLE LENGTH OR ANY PART OF THE LENGTH THEREOF FOR THE SUPPORT OF ANY BUILDING CONSTRUCTION ON THE LAND.

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EXHIBIT "A"
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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
- B 6. Taxes for the year 2023 and subsequent years, a lien not yet due and payable.

Permanent Index Number:

27-24-201-013-0000

- J 7. Lease made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated February 28, 1986 and known as Trust Number 66662 to the Firestone Tire and Rubber Company, an Ohio Corporation dated December 2, 1987 as document may be amended from time to time disclosed by evidence of lease recorded February 17, 1988 as Document No. 88068172 and all rights thereunder of and all acts done or suffered thereunder by said lessee or by any party claiming by, through, or under said Lessee, with no rights to purchase or rights of first refusal to purchase.

Subordination, Nondisturbance and Attornment Agreement dated _____, 2023 and recorded _____, 2023 as document number.

(Affects Land and other property)

- E 8. Rights of the following tenants, as shown in the rent roll provided to the Company, as tenants only, under unrecorded leases, with no options to purchase or rights of first refusal.

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- Q 9. Terms and conditions of that certain Declaration of Easements and Restrictions dated August 7, 1987 and recorded August 21, 1987 as Document No. 87464664 by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated February 28, 1986 and known as Trust Number 66662 relating to among other things, easements, general construction requirements, covenants relating to location, size, character and use of buildings; and operation, Maintenance and Repair of Common Area; and terms, covenants, conditions and restrictions contained in the Declaration of Restrictions dated November 15, 1987 and recorded December 14, 1987 as document number 87662834.

First Amendment to Declaration of Easements and Restrictions dated March 21, 1989 and recorded March 22, 1989 as Document No. 89127008, Exhibit B of which was not recorded, for purposes of placing of record legal descriptions for the access roads and common utility facilities upon completion of access roads and common utility facilities as provided in Section 2.5 of said Declaration.

Amendment to Declaration of Restrictions recorded July 16, 1998 as document 98618348 relating to payment of certain costs of maintenance and operation of the shopping center site incurred in conjunction with Peter Michael Realty Inc, an Illinois Corporation, owner of 'Outlot'.

Second Amendment to Declaration of Easements and Restrictions and Second Amendment to Declaration of Restrictions recorded December 8, 1998 as Document No. 08114248.

Covenants, Conditions and Restrictions and Third Amendment to Declaration of Easements and Restrictions Agreement dated January 25, 2010 and recorded April 12, 2010 as Document Number 1010234095.

Covenants, Conditions and Restrictions and Fourth Amendment to Declaration of Easements and Restrictions Agreement dated August 18, 2011 and recorded August 23, 2011 as Document Number 1123529013.

Together with the rights of the adjoining owner or owners to the concurrent use of said easement.

And shown on Plat of Survey prepared by American Surveying and Mapping Inc. Survey No. 2318686-46049-Tinley Park IL.DWG dated June 20, 2023, and last revised _____, 2023 (the "Survey").

(Affects Land and other property)

- R 10. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, and/or their successors in interest, for pole lines, conduits and maintenance purposes granted by Document No. 88093178, recorded on March 3, 1988, and the terms and conditions thereof, and shown on the Survey.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- S 11. Easement Agreement dated January 15, 1988 and recorded July 26, 1988 as Document No. 88331369 made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated February 28, 1986 and known as Trust Number 66662 and the Catholic Bishop of Chicago, an Illinois Sole, granting an non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, upon and across those portions of the premises described on exhibit a utilized as drives and accessways from time to time for the use and benefit of the premises described on Exhibit B.
- (Affects the Land and other property)
- T 12. Easement in favor of Northern Illinois gas for the installation, maintenance, repair, relocation, removal and renewal of gas mains granted by Document No. 88450088 on September 30, 1988, and the terms and conditions thereof, and shown on the Survey.
- (Affects a portion of the Land)
- U 13. Rights of the public, State of Illinois and the municipality in and to so much of the Land as dedicated for road purposes by instruments, both dated November 24, 1988 and recorded December 2, 1988 as Document Numbers 88555753 and 88555754, and shown on the Survey.
- V 14. Title to that portions of the property acquired by the Illinois Department of Transportation for permanent easements, pursuant to order vesting title for permanent easement, entered January 13, 1994, in those certain condemnation proceedings, Case No. 93L 50960.
- W 15. Easement in favor of the Commonwealth Edison Company, and its respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded March 23, 1998 as Document No. 98224711, being 15 feet in width, 7.5 feet on either side of cable as installed, and as shown on the Survey.
- AQ 16. INTENTIONALLY DELETED
- Z 17. Access road easement as shown on the Park Center McDonalds Subdivision recorded April 15, 2010 as Document Number 1010518063 and as shown on the Survey.
- AA 18. Easements for Commonwealth Edison Company, AT&T Telephone Company, Nicor Gas Company and any Cable Television Company, their successors and assigns, and the easement provisions and grantees as set forth on the Plat of Park Center Eurofresh Resubdivision recorded August 23, 2011 as Document Number 1123529011, and shown on the Survey.

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- AB 19. Party Wall Rights of Inland Park Center Plaza, L.L.C., a Delaware Limited Liability Company (Owner No. 1) and Piggly Wiggly Midwest, LLC, a Wisconsin Limited Liability Company (Owner No. 2) adjoining the Land, as established by agreement recorded/filed August 23, 2011 as Document No. 1123529014, and the terms, covenants, and provisions contained therein, and shown on the Survey.
- AD 20. Encroachments on Plat of Survey prepared by American Surveying and Mapping Inc. Survey No. 2318686-46049-Tinley Park IL.DWG dated June 20, 2023, and last revised _____, 2023 and note the following:
- a) Encroachment of one-story Brick & Concrete Building (15914) located on the premises into the North adjacent electrical easement by no more than 3.1 feet.
- B) Encroachment of Dumpster area located on the premises into the South adjacent right of way by no more than 7.2 feet.
- AJ 21. INTENTIONALLY DELETED
- AO 22. Terms, covenants, conditions and restrictions contained in the Restrictive Covenant dated January 18, 1988 recorded May 10, 2010 as document number 1013012033.
- AL 23. Mortgage dated _____, 2023 and recorded _____, 2023 as document number _____ made by Core Park Center, LLC, an Illinois limited liability company, to American Commercial Bank & Trust to secure a note in the amount of \$7,385,000.00.

END OF SCHEDULE B

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

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(continued)

- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

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(continued)

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

- i. the Amount of Insurance; or
- ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

- i. the Amount of Insurance will be increased by Fifteen Percent (15%); and
- ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

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(continued)

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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(continued)

16. CHOICE OF LAW AND CHOICE OF FORUM**a. Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. Choice of Forum

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

END OF CONDITIONS

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

PROFORMA

This Endorsement has been added for Pro-Forma purposes only, and will be considered for issuance upon our receipt, review and acceptance of the following documents:

Owner's Affidavit
Final Survey

General Exception number(s) 1, 2, 3, 4 and 5 of Schedule B of this policy are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA_____
Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

PROFORMA

This Endorsement has been added for Pro-Forma purposes only, and will be considered for issuance upon our receipt, review and acceptance of the following documents:

Owner's Affidavit

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

PROFORMA

This Endorsement has been added for Pro-Forma purposes only, and will be considered for issuance upon our receipt, review and acceptance of the following documents:

Final Survey

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by American Surveying & Mapping, Inc. dated June 20, 2023, and last revised on _____, 2023, and designated Job No. 2318686-46049-Tinley Park IL.DWG.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Harlem Avenue, 159th Street and 161st Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes; and

the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
 - a. according to applicable zoning ordinances and amendments, the Land is not classified Zone B-3 General Business and Commercial PUD;
 - b. the following use or uses are not allowed under that classification:
 - RECREATIONAL USES AND OPEN SPACE - PRIVATE**
 - Recreation, commercial indoor, (<3,500 square feet)
 - Recreation, commercial indoor (>3,500 square feet)
 - Recreation, commercial indoor
 - EDUCATIONAL USES**
 - Educational facilities, vocational
 - INSTITUTIONAL AND PUBLIC USES**
 - Civic, charitable, philanthropic, or fraternal uses
 - HEALTH SERVICES**
 - Business and professional offices, including medical
 - Funeral Homes and mortuaries
 - Medical clinics
 - BUSINESS/PROFESSIONAL OFFICE**
 - Business and professional offices, including medical
 - Offices, business and professional: including, but not limited to insurance offices, real estate offices, security and commodity brokers, and other similar type offices
 - BUSINESS SERVICE**
 - Banks and Financial Institutions, including drive-in banking
 - Currency Exchanges
 - Printing and copying
 - Service establishments, business and personal - which services are performed on the premises
 - RETAIL USES**
 - Antique Stores
 - Bakeries, where products are sold at retail on the premises
 - Candy and ice cream stores
 - Clothing and textile stores
 - Coin or stamp dealer
 - Consignment

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Department Stores

Floor covering stores, including rugs and carpeting

Florist shops

Food Stores, including grocery stores, supermarkets, meat and fish markets, and delicatessens

Furniture and home furnishing stores, retail

Gift Shops

Hardware, paint, and wallpaper stores

Hobby and pet shops, pet grooming, and training (excluding overnight kenneling facilities)

Household appliance stores, including radio and television sales with incidental repair facilities

Machinery and equipment sales, but not including heavy equipment

Office supplies and equipment

Pharmacies

Retail membership clubs

Retail stores, uses which are compatible and customarily located with a planned community shopping center

Secondhand stores

Thrift stores

Variety Stores

DINING, DRINKING, AND ENTERTAINMENT ESTABLISHMENTS

Amusement arcade as a special use

Cinemas, theaters for the performing arts, indoor

Restaurants, drive-in

Restaurants, excluding drive-thru facilities

Restaurants, including drive-thru facilities

Taverns and packaged liquour stores

Theaters and performing arts theaters

PERSONAL SERVICES

Barber shops, beauty parlors, and day spas

Clothing services, including dry cleaning and laundry receiving stations, self-service laundry or cleaning establishments, dress making, millinery shops, tailors, shoe repair shops, and other similar types

Service establishments, personal - which services are performed on the premises

AUTOMOTIVE, BOAT, RECREATIONAL VEHICLE, AND GENERAL EQUIPMENT USES

Automobile parts and accessories, no on-site repairs or installation

Firestone automobile repair and service center as a special use pursuant to Ordinance No. 88-O-66

OTHER USES

Bed and breakfast

Convention centers

Frozen food lockers

Meeting halls

Plumbing, heating, air conditioning sales and service

Temporary uses, as approved by Village Board

- c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
 - a. Area, width, or depth of the Land as a building site for the structure
 - b. Floor space area of the structure
 - c. Setback of the structure from the property lines of the Land
 - d. Height of the structure, or
 - e. Number of parking spaces.
3. There shall be no liability under this endorsement based on:
 - a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
 - b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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ENDORSEMENT - ALTA 28-06

EASEMENT DAMAGE OR ENFORCED REMOVAL

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) 9 through 15 and 17 through 19 of Schedule B results in:

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of Parcel 1, Parcel 2 and Parcel 3, as described in Schedule A, to be contiguous to each other; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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Issued By:

CHICAGO TITLE
INSURANCE COMPANY

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services:

- | | | |
|--|---|--|
| ☒ Water service | ☒ Natural gas service | ☒ Telephone service |
| ☒ Electrical power service | ☒ Sanitary sewer | ☒ Storm water drainage |

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements ; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
 - b. "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this Owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
 - d. any Private Right in an instrument identified in Exception(s) n/a in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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ENDORSEMENT - ALTA 8.2-06

COMMERCIAL ENVIRONMENTAL PROTECTION LIEN

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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issued by:

This endorsement is issued as part of
Policy Number:**CCHI2304941LD
PROFORMA**

This endorsement hereby amends the policies detailed herein by deleting Paragraph 19 of the Conditions relating to Arbitration.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

Issued By:

**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

The Company insures against loss or damage sustained by the Insured by reason of the failure of Seven 1-Story Brick and Concrete Buildings, known as 15910-16090 South Harlem Avenue, Tinley Park, IL 60487, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

Authorized Officer or Agent

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ENDORSEMENT - ALTA 28.2-06

ENCROACHMENTS- BOUNDARIES AND EASEMENTS- DESCRIBED IMPROVEMENTS

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Attached to Policy Number:

**CCHI2304941LD
PROFORMA**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means each improvement on the Land or adjoining land at Date of Policy, itemized below:

One-story Brick & Concrete Building (15914) and Dumpster area
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
 - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
 - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
 - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B: none

This is a PROFORMA Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.

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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA

Countersigned By:

PROFORMA

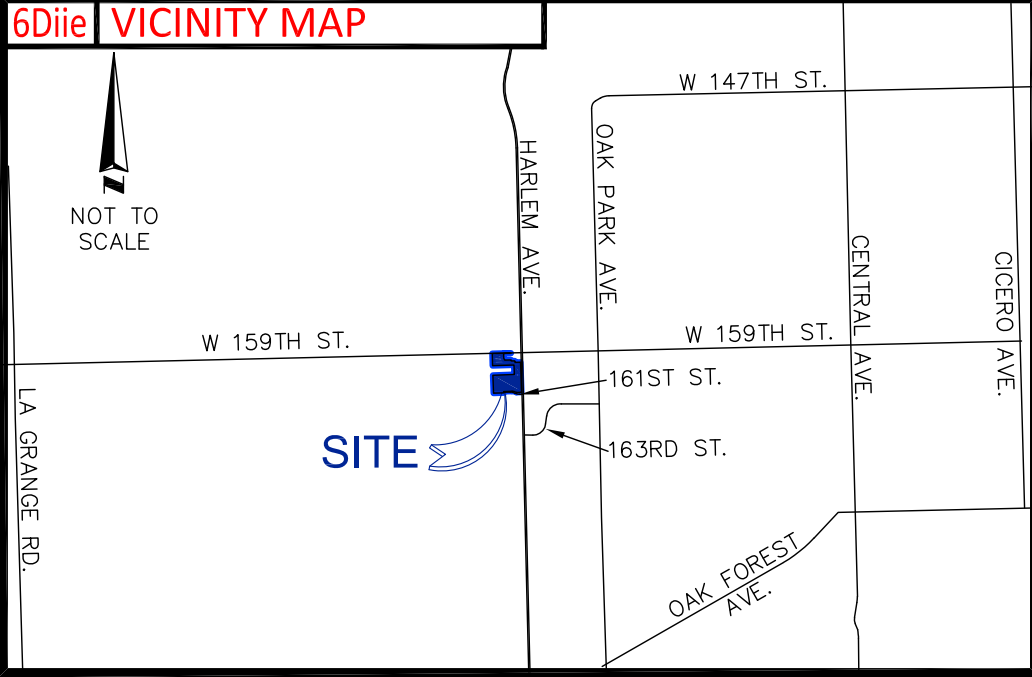
Authorized Officer or Agent

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5Ciii OBSERVED POTENTIAL ENCROACHMENTS

Ⓐ BUILDING ENCROACHES ELECTRICAL EASEMENT BY NO MORE THAN 3.1'.
Ⓑ DUMPSTER ENCROACHES RIGHT OF WAY BY NO MORE THAN 7.2'.

3 FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 170169 0706 J (MAP NO. 17031C0706J), WHICH BEARS AN EFFECTIVE DATE OF 08/19/2008, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

6Diid LEGEND AND ABBREVIATIONS

SEE SHEET 2 OF 2

6Cvii PLATTED SETBACK OR RECORDED BUILDING RESTRICTION LINES

NONE PROVIDED TO THIS SURVEYOR.

5Ei "SCHEDULE B - SECTION 2" ITEMS

18 TERMS AND CONDITIONS OF THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AUGUST 7, 1987 AND RECORDED AUGUST 21, 1987 AS DOCUMENT NO. 87464664 BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1986 AND KNOWN AS TRUST NUMBER 66662 RELATING TO AMONG OTHER THINGS, EASEMENTS, GENERAL CONSTRUCTION REQUIREMENTS, COVENANTS RELATING TO LOCATION, SIZE, CHARACTER AND USE OF BUILDINGS, AND OPERATION, MAINTENANCE AND REPAIR OF COMMON AREA, AND TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF RESTRICTIONS DATED NOVEMBER 15, 1987 AND RECORDED DECEMBER 14, 1987 AS DOCUMENT NUMBER 87662834.

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS DATED MARCH 21, 1989 AND RECORDED MARCH 22, 1989 AS DOCUMENT NO. 89127008, EXHIBIT B OF WHICH WAS NOT RECORDED, FOR PURPOSES OF PLACING OF RECORD LEGAL DESCRIPTIONS FOR THE ACCESS ROADS AND COMMON UTILITY FACILITIES UPON COMPLETION OF ACCESS ROADS AND COMMON UTILITY FACILITIES AS PROVIDED IN SECTION 2.5 OF SAID DECLARATION.

AMENDMENT TO DECLARATION OF RESTRICTIONS RECORDED JULY 16, 1998 AS DOCUMENT 98618348 RELATING TO PAYMENT OF CERTAIN COSTS OF MAINTENANCE AND OPERATION OF THE SHOPPING CENTER SITE INCURRED IN CONJUNCTION WITH PETER MICHAEL REALTY INC, AN ILLINOIS CORPORATION, OWNER OF "OUTLOT".

SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AND SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS RECORDED DECEMBER 8, 1998 AS DOCUMENT NO. 08114248.

COVENANTS, CONDITIONS AND RESTRICTIONS AND THIRD AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT DATED JANUARY 25, 2010 AND RECORDED APRIL 12, 2010 AS DOCUMENT NUMBER 1010234095.

COVENANTS, CONDITIONS AND RESTRICTIONS AND FOURTH AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT DATED AUGUST 18, 2011 AND RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123529013.

TOGETHER WITH THE RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

(AFFECTS LAND AND OTHER PROPERTY)
(AFFECTS, AS SHOWN AND BLANKET IN NATURE)

19 EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND/OR THEIR SUCCESSORS IN INTEREST, FOR POLE LINES, CONDUITS AND MAINTENANCE PURPOSES GRANTED BY DOCUMENT NO. 88033178, RECORDED ON MARCH 3, 1988, AND THE TERMS AND CONDITIONS THEREOF.
(AFFECTS SUBJECT PROPERTY, AS SHOWN)

CONTINUED>>>

ALTA/NSPS LAND TITLE SURVEY IDENTIFICATION TABLE									
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3	"TABLE A" FLOOD INFORMATION	6Bxiii	TITLE COMMITMENT INFORMATION	9	"TABLE A" PARKING SPACES				
4	"TABLE A" LAND AREA	6Cviii	REDUCED SETBACKS/RESTRICTIONS PROVIDED BY INSURED	10	"TABLE A" DIVISION/PARTY WALLS				
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5Ciii	SURVEYOR OBSERVED POTENTIAL ENCROACHMENTS	6Diid	LEGEND & ABBREVIATIONS	13	"TABLE A" ADJOINING OWNERS				
5Ei	"SCHEDULE B - SECTION 2" ITEMS	6Diie	VICINITY MAP	14	"TABLE A" INTERSECTING STREET				
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6Bi	TITLE DESCRIPTION	7	SURVEYOR'S CERTIFICATE	18	"TABLE A" OFFSITE EASEMENTS OR SERVITUDES				
		7b	"TABLE A" BUILDING AREA						
6Bvi	BEARING BASIS	7c	"TABLE A" BUILDING HEIGHT						

5Ei "SCHEDULE B - SECTION 2" ITEMS (CONTINUED)

20 EASEMENT AGREEMENT DATED JANUARY 15, 1988 AND RECORDED JULY 26, 1988 AS DOCUMENT NO. 8831369 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1986 AND KNOWN AS TRUST NUMBER 66662 AND THE CATHOLIC BISHOP OF CHICAGO, AN ILLINOIS SOLE, GRANTING AN NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, UPON AND ACROSS THOSE PORTIONS OF THE PREMISES DESCRIBED ON EXHIBIT A UTILIZED AS DRIVES AND ACCESSWAYS FROM TIME TO TIME FOR THE USE AND BENEFIT OF THE PREMISES DESCRIBED ON EXHIBIT B.
(AFFECTS THE LAND AND OTHER PROPERTY)
(AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE)

21 EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS FOR THE INSTALLATION, MAINTENANCE, REPAIR, RELOCATION, REMOVAL AND RENEWAL OF GAS MAINS GRANTED BY DOCUMENT NO. 88450088 ON SEPTEMBER 30, 1988, AND THE TERMS AND CONDITIONS THEREOF.
(AFFECTS A PORTION OF THE LAND)
(AFFECTS SUBJECT PROPERTY, AS SHOWN)

22 RIGHTS OF THE PUBLIC, STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO SO MUCH OF THE LAND AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENTS, BOTH DATED NOVEMBER 24, 1988 AND RECORDED DECEMBER 2, 1988 AS DOCUMENT NUMBERS 88555753 AND 88555754.
(AFFECTS SUBJECT PROPERTY, AS SHOWN)

23 TITLE TO THAT PORTIONS OF THE PROPERTY ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR PERMANENT EASEMENTS, PURSUANT TO ORDER VESTING TITLE FOR PERMANENT EASEMENT, ENTERES JANUARY 13, 1994, IN THOSE CERTAIN CONDEMNATION PROCEEDINGS, CASE NO. 93L 50960.
(NOT A SURVEY RELATED MATTER)

24 EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED MARCH 23, 1988 AS DOCUMENT NO. 88224711, BEING 15 FEET IN WIDTH, 7.5 FEET ON EITHER SIDE OF CABLE AS INSTALLED.
(AFFECTS SUBJECT PROPERTY, AS SHOWN)

25 [INTENTIONALLY DELETED BY THE TITLE COMPANY]

27 ACCESS ROAD EASEMENTS AS SHOWN ON THE PARK CENTER MCDONALDS. SUBDIVISION RECORDED APRIL 15, 2010 AS DOCUMENT NUMBER 1010518063.
(AFFECTS, AS SHOWN)

28 EASEMENTS FOR COMMONWEALTH EDISON COMPANY, AT&T TELEPHONE COMPANY, NICOR GAS COMPANY AND ANY CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT OF PARK CENTER EUROFRESH RESUBDIVISION RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123529011.
(AFFECTS SUBJECT PROPERTY, AS SHOWN)

29 PARTY WALL RIGHTS OF INLAND PARK CENTER PLAZA, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (OWNER NO.1) AND PIGGLY WIGGLY MIDWEST, LLC, A WISCONSIN LIMITED LIABILITY COMPANY (OWNER NO. 2) ADJOINING THE LAND, AS ESTABLISHED BY AGREEMENT RECORDED/FILED AUGUST 23, 2011 AS DOCUMENT NO. 1123529014, AND THE TERMS, COVENANTS, AND PROVISIONS CONTAINED THEREIN.
(AFFECTS SUBJECT PROPERTY, AS SHOWN)

32 [INTENTIONALLY DELETED BY THE TITLE COMPANY]

37 TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE RESTRICTIVE COVENANT DATED JANUARY 18, 1988 RECORDED MAY 10, 2010 AS DOCUMENT NUMBER 1013012033.
(AFFECTS, NO EASEMENTS TO PLOT)

6 ZONING INFORMATION			ZONING INFORMATION SHOWN HEREON WAS OBTAINED BY NATIONAL DUE DILIGENCE SERVICES.
ITEM	REQUIRED	OBSERVED	
PERMITTED USE	B-3/PUD	SC	
MINIMUM LOT AREA (SQ.FT.)	7,500	709,786	PROJECT #2318686-46049
MINIMUM LOT WIDTH	60'	919.31'	REPORT DATE:06/19/2023
MINIMUM FRONTAGE	NS	2,213.19'	PHONE/FAX
MAX BUILDING HEIGHT	35'	29.5'	(877) 439-2582
MAX BUILDING COVERAGE	30%	19%	(407) 426-9741
MINIMUM SETBACKS			
FRONT	25'	34.9'	NOTES: ZONED B-3/PUD - GENERAL BUSINESS & COMMERCIAL DISTRICT WITHIN PARK CENTER PLAZA OVERLAY.
CORNER SIDE	25'	1.3'	
INTERIOR SIDE	0*	0'	
REAR	25'	NA	
PARKING REQUIREMENTS: 5.5 SPACES PER 1,000 SQ.FT. OF GROSS LEASABLE AREA; SPACES REQUIRED = 742; SPACES EXISTING = 717.			NA = NOT APPLICABLE. SC = SHOPPING CENTER.
CONFORMANCE STATUS:			LEGAL NONCONFORMING

*NO SIDE YARD SHALL BE REQUIRED, EXCEPT IF A SIDE YARD IS PROVIDED, IT SHALL NOT BE LESS THAN 10'.

NOTE:
THE SUBJECT PROPERTY FRONTS A RIGHT-OF-WAY ON THREE SIDES; AS SUCH, THERE IS NO REAR YARD.

TABLE OF REFERENCES

DOCUMENT NO. 0415442222
DOCUMENT NO. 1227549004
DOCUMENT NO. 0415531093
DOCUMENT NO. 1706249053
DOCUMENT NO. 03055046
DOCUMENT NO. 2134412212

DATE	REVISIONS	TECH	DATE	REVISIONS	TECH	DATE	REVISIONS	TECH	FIELD	JG	DRAWING SCALE	1"= 50'
			11/08/23	COMMENTS/TITLE	JCT				DRAWN BY	CD/BGB	QC BY	
			11/10/23	UPDATE TITLE	JCT				DRAWING NAME	2013-2318686-46049-TINLEY PARK IL-SS.DWG		
11/14/23	COMMENTS	JCT	11/09/23	FIELD WORK	BGB	10/27/23	COMMENTS/ADD ZONING	SLN				

6Bxi TITLE COMMITMENT INFORMATION

THE TITLE DESCRIPTION AND SCHEDULE "B" ITEMS HEREON ARE FROM:
CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO.: CCH2304941LD, HAVING AN EFFECTIVE DATE OF SEPTEMBER 14, 2023.

SHEET 1 OF 2

6Bi TITLE DESCRIPTION

PARCEL 1:
LOT 1 IN PARK CENTER EUROFRESH RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 OF PARK CENTER MCDONALDS SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123529011, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT ESTATE APPURTENANT TO PARCEL 1 CREATED IN DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AUGUST 7, 1987, RECORDED AS DOCUMENT 87464664, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS AMENDED BY:
(A) FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTICTIONS DATED MARCH 21, 1989, RECORDED AS DOCUMENT 89127008, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS,
(B) AMENDMENT TO DECLARATION OF RESTRICTIONS DATED JULY 1, 1988, RECORDED AS DOCUMENT 98618348, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS
(C) SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AND SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS DATED DECEMBER 4, 1998, AND RECORDED DECEMBER 8, 1998 AS DOCUMENT 08114248, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.
(D) COVENANTS, CONDITIONS AND RESTRICTIONS AND THE THIRD AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT DATED JANUARY 25, 2010 AND RECORDED APRIL 12, 2010 AS DOCUMENT NUMBER 1010234095, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, COVERING AND AFFECTING THE REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN, AND
(E) COVENANTS, CONDITIONS AND RESTRICTIONS AND FOURTH AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT DATED AUGUST 18, 2011 AND RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123529013.

PARCEL 3:
NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED BY THE PARTY WALL AGREEMENT DATED AUGUST 18, 2011 AND RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123529014 FOR THE PURPOSE OF USE THE PARTY WALL BELOW AND ABOVE THE SURFACE OF THE GROUND AND ALONG THE WHOLE LENGTH OR ANY PART OF THE LENGTH THEREOF FOR THE SUPPORT OF ANY BUILDING CONSTRUCTION ON THE LAND.

THIS SURVEY DESCRIBES AND DEPICTS THE SAME LAND AS DESCRIBED IN THE TITLE COMMITMENT AS REFERENCED ABOVE.

6Diig SURVEYOR'S NOTES

1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2021 ALTA/NSPS SURVEY REQUIREMENTS.
4. ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS FOR SURVEYING IN THE STATE OF ILLINOIS TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

4 LAND AREA 709,786± SQUARE FEET 16.294± ACRES

6Biv BEARING BASIS

BEARINGS SHOWN HEREON ARE BASED ON SOUTHERN RIGHT OF WAY LINE OF 159TH STREET, WHICH BEARS NORTH 88°33'33" EAST, PER DOCUMENT NUMBER 1123529011.

5F CEMETERY NOTE

THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.

9 PARKING SPACES

SHOPPING CENTER OUTLOTS
REGULAR = 688 HANDICAP = 29 REGULAR = 141 HANDICAP = 7 TOTAL = 865

5Biii ACCESS TO PROPERTY

THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO 159TH STREET, HARLEM AVENUE & 161ST STREET, A DEDICATED PUBLIC STREET OR HIGHWAY.

16 EARTH MOVING NOTE

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

6Bvii CONTIGUITY STATEMENT

THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.

7 SURVEYOR'S CERTIFICATE

TO: AMERICAN COMMERCIAL BANK & TRUST, AND THEIR SUCCESSORS AND ASSIGNS; CORE PARK CENTER, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 14, 16, 18(graphically depicted) AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 11/08/2023.
DATE OF PLAT OR MAP: 11/09/2023.

Darrell W. Kuehl 11/17/2023
DATE

PROFESSIONAL LAND SURVEYOR NO:035-003102
STATE OF: ILLINOIS
PROJECT NO:2318686-46049 (1501899)
MY LICENSE EXPIRATION DATE IS NOVEMBER 30, 2024
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
SURVEY PREPARED BY:
AMERICAN SURVEYING & MAPPING, INC.
221 CIRCLE DRIVE, MAITLAND, FL 32751

CERTIFICATE OF AUTHORIZATION # 184.006647
PHONE: (407) 426-7979
FAX: (407) 426-9741
INFO@ASMCORPORATE.COM THIS DOCUMENT SHOULD BE CONSIDERED INVALID WITHOUT A LICENSED SURVEYOR'S SIGNATURE AND SEAL.

6Diik 2

ALTA/NSPS LAND TITLE SURVEY

15910-16090 SOUTH HARLEM AVENUE

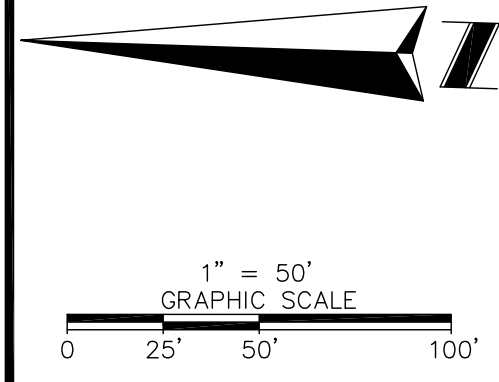
TINLEY PARK, ILLINOIS

COOK COUNTY

ASMA AMERICAN SURVEYING & MAPPING, INC.

NDSS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

221 Circle Drive, Maitland, FL 32751 Phone: (407) 426-7979 info@asmcorp.com



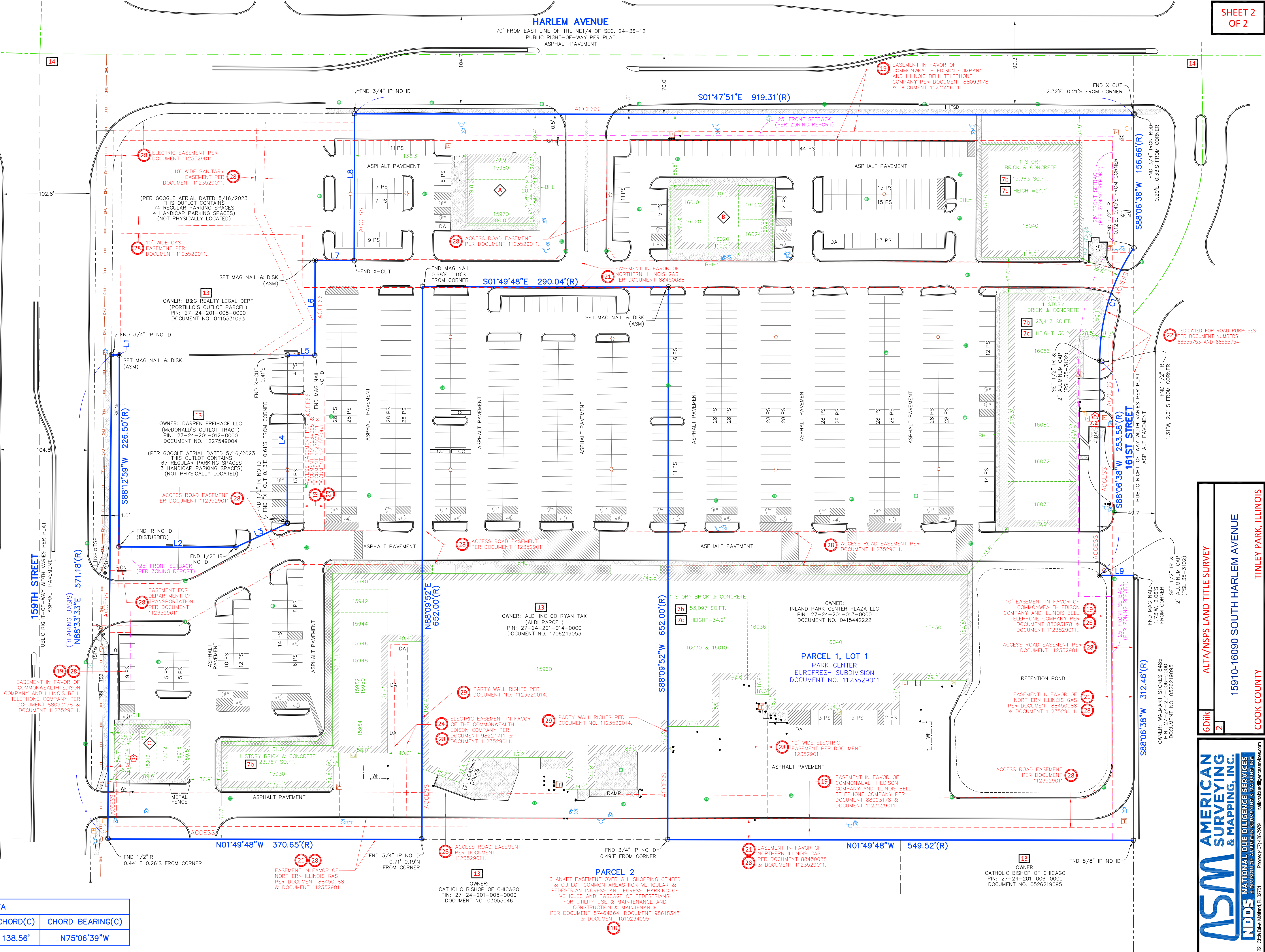
6Diid LEGEND AND ABBREVIATIONS

	CONCRETE SURFACE
	NO PARKING AREA
	COVERED/OVERHANG AREA
	HANDICAP PARKING
	PARKING SPACE
	RECORD DESCRIPTION PER PLAT DOC. NO. 1123529011
	CALCULATED DATA
	SQ. FT. SQUARE FEET
	CONCRETE CURB
	CONCRETE CURB & GUTTER
	CONCRETE SIDEWALK
	DUMPSTER AREA
	FOUND
	IRON PIPE
	IRON ROD
	WOOD FENCE
	WIRE FENCE
	BUILDING HEIGHT LOCATION
	RECOVERED MONUMENT AS NOTED
	SET MONUMENT AS NOTED
	ELECTRIC BOX
	UTILITY POLE
	LIGHT POLE
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	GENERATOR
	STORM MANHOLE
	CATCH BASIN
	DRAINAGE INLET
	SANITARY MANHOLE
	CLEANOUT
	FIRE HYDRANT
	WATER VALVE
	MANHOLE (UNKNOWN)
	TELEPHONE RISER
	TELEPHONE BOX
	TELEPHONE PEDESTAL
	CABLE BOX
	GAS METER
	BOLLARD
	TRAFFIC SIGNAL POST
	TRAFFIC SIGNAL BOX
	CART CORRAL
	CENTERLINE
	CHAIN LINK FENCE
	OVERHEAD UTILITY LINE

BUILDING DETAILS:		
	1 STORY BRICK & CONCRETE	
	7b 8,392 ± SQ.FT.	
	7c HEIGHT=23.6'	
	1 STORY BRICK & CONCRETE	
	7b 7,699 ± SQ.FT.	
	7c HEIGHT= 23.6'	
	1 STORY BRICK & CONCRETE	
	7b 9,188 ± SQ.FT.	
	7c HEIGHT=25.5'	

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1(R)	S01°47'01"E	9.08'
L2(R)	N01°47'01"W	138.00'
L3(R)	N26°37'08"W	66.67'
L4(R)	S88°12'59"W	198.50'
L5(R)	S01°47'01"E	32.23'
L6(R)	N88°12'59"E	112.00'
L7(R)	S01°47'01"E	46.09'
L8(R)	N88°12'59"E	173.05'
L9(R)	S01°45'55"E	40.00'

CURVE DATA					
NUMBER	RADIUS	DELTA(C)	LENGTH	CHORD(C)	CHORD BEARING(C)
C1(R)	240.00'	33°33'26"	140.56'	138.56'	N75°06'39"W



PARK CENTER



Proposed New Pylon



Suite	Tenant	SF
16060	Available	10,000
16040	American Freight	24,480
16036	Protein Headquarters	3,125
16010	CFX (Charter Fitness)	15,175
15960	Available	1,600
15958	Available	1,600
15940	Just Shrimp	1,300
15942	Xindy Foot Spa	1,755
15944	Optima Dental	1,620
15946	Dairy Queen	1,200
15948	Preet Beauties	1,200
15950	Betty's Bistro	2,400
15954	GiGi's Playhouse	3,480
15930	Firestone	6,600
15910	Boba Heaven	1,200
15912	H&R Block	1,200
15916	U.S. Smoke & Vape	1,105
15914	El Famous Burrito	1,650
15970	Muse Nail Spa	4,060
16018	Cricket Wireless	1,200
16028	WingStop	1,600
16020	For Eyes	2,350
16022	Little Caesars	1,225
16024	Available	1,225
16090	Chuck E. Cheese	15,010
16086	Lease Pending	5,712
16080	Available	9,213
16072	Fannie May	3,806
16070	Available	3,882
15980	Chipotle	2,220
Total GLA		132,193

SQUARE FOOTAGE
UNIT #02 = 14,807 R.S.F.
PLAN YIELD

1818 International Building Code
 Occupancy = Institutional Group I-4
 Occupant Load Business = 70 ust per person
 Calculations:
 13,521 ust divided by 70 = 193
 193 divided by 2 =
 97 Men and 97 Women

State of Illinois Plumbing Building Code:
 Minimum Number of Required Plumbing Facilities
 Day Care Centers
 Water Closets = 5: (76-100)
 Urinals: Urinals may be substituted, not to exceed half
 Lavatories = 5: (76-100)
 Drinking Fountains = 1 per 75
 Service Sink = 1
 Minimum Plumbing Fixtures Provided:
 Men = 5 Water Closets and 5 Lavatories
 Women = 5 Water Closets and 3 Lavatories
 Drinking Fountains = 2
 Service Sink = 1
 ADA Shower and Sink = 1
 ADA Staff Unisex Restroom = 1

Check-in Window: 1
 Nurse's Office: 7
 Kitchenette: 2
 Gathering Room: 2
 Activity Room: 2
 Storage: 3
 Laundry: 1
 IT: 1
 Jan. Closet: 1
 ADA Shower room: 1
 Men's Restroom: 1
 Women's Restroom: 1
 Staff Restroom: 1

LEGEND
 — NEW CONSTRUCTION
 — EXIST. WALL TO REMAIN

AREA MAP

AREA OF WORK



ISSUE FOR REVIEW: 09.05.2025
 #1234

PARK CENTER
 SW CORNER OF 159TH
 STREET & HARLEM AVENUE
 TINLEY PARK, IL

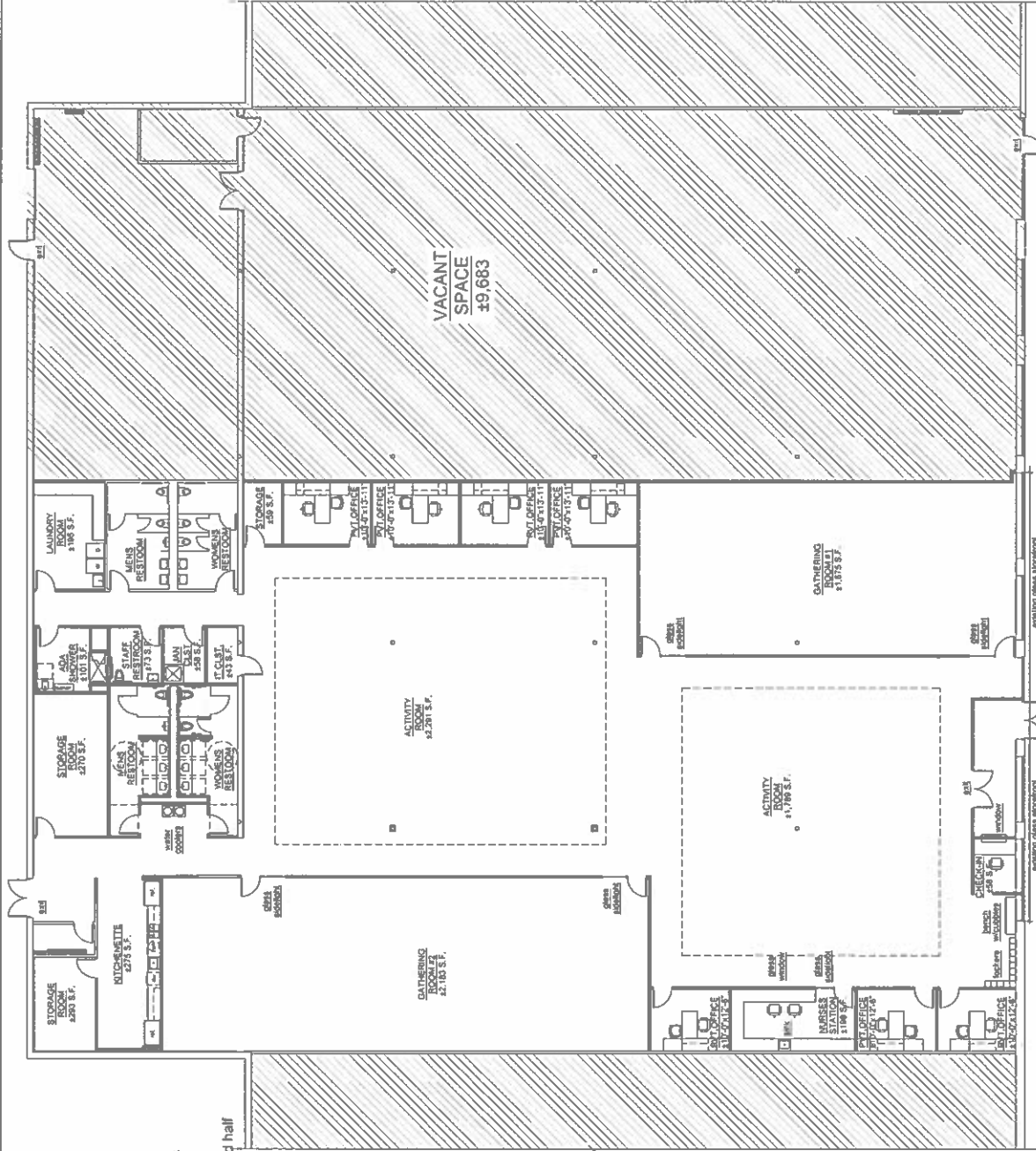


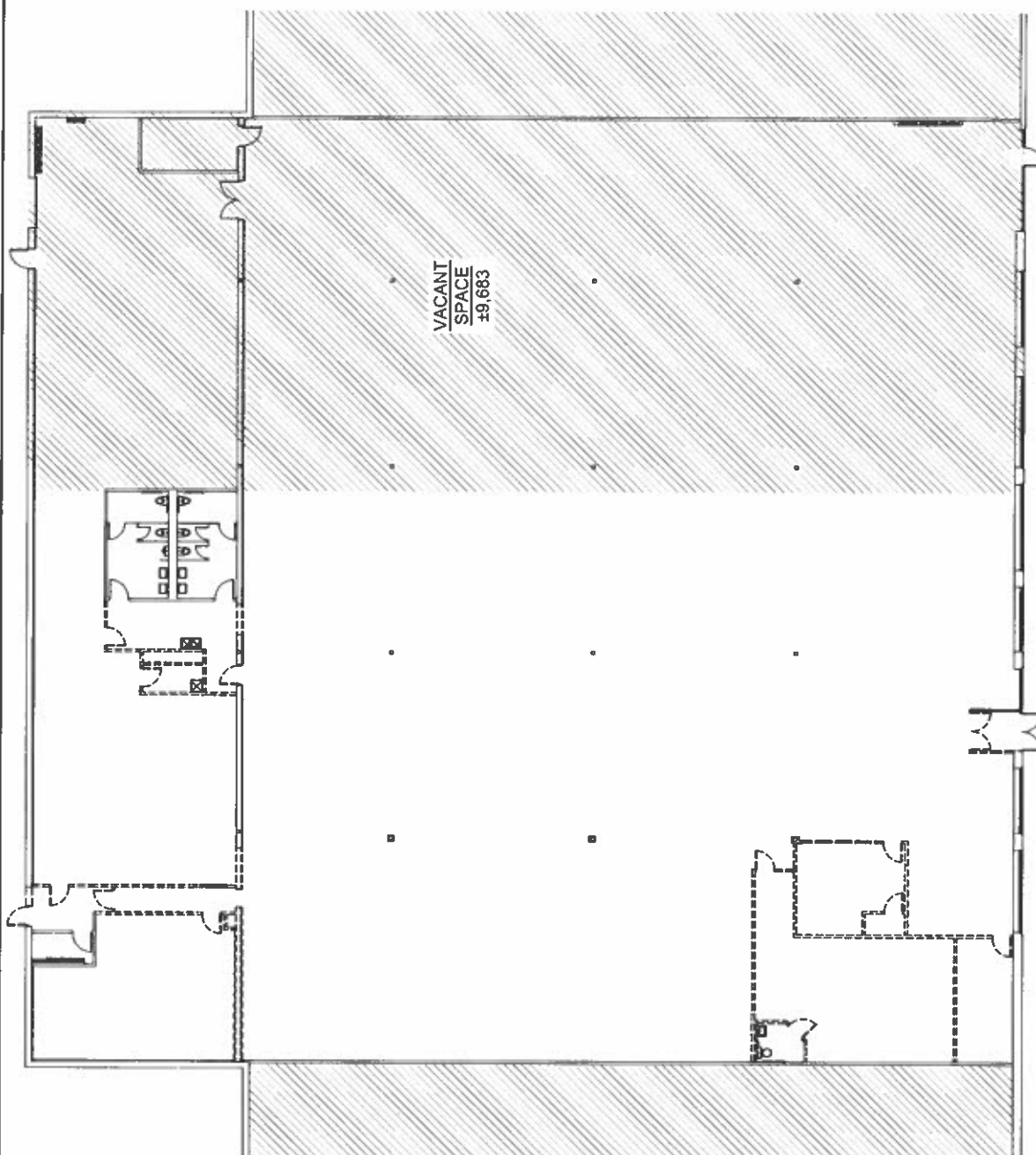
1st Floor- Space Plan - Unit #02

SCALE: NTS

B e u m a n n S t u d i o s
 ARCHITECTURE - INTERIOR DESIGN
 2745 GARIBOLDI AVENUE
 CHICAGO, IL 60647
 T 312.455.8860 F 312.453.0770 WWW.BEUMANNSTUDIOS.COM

SP.04





VACANT
SPACE
49,683

LEGEND
 ===== DEMO CONSTRUCTION
 ===== EXIST. WALL TO REMAIN

AREA MAP
 AREA OF WORK



ISSUE FOR REVIEW: 09.05.2025
 #1234

PARK CENTER
 SW CORNER OF 159TH
 STREET & HARLEM AVENUE
 TINLEY PARK, IL



1st Floor- Demolition Plan - Unit #02

SCALE: NTS

Beumann Studios
 ARCHITECTURE - INTERIOR DESIGN
 2745 BARRISON AVENUE
 BLOOMINGTON, IL 61810
 T 312.455.0850 F 312.455.0770 WWW.BEUMANNSTUDIOS.COM

PLAN COMMISSION STAFF REPORT

October 16, 2025 –Public Hearing

Petitioner

Dennis Mahoney

Property Location

16801 Sayre Avenue

PIN

28-30-106015-0000

Zoning

R-2 Single Family
Residential

Approvals Sought

Variation

Project Planner

Lori Kosmatka, AICP
Senior Planner

Mahoney – Garage Variations

16801 Sayre Avenue



EXECUTIVE SUMMARY

The Petitioner, Dennis Mahoney, is seeking a Variation from Section III.I.2.b. of the Zoning Ordinance to increase the maximum floor area and maximum width of a detached garage accessory structure. The property is located in the R-2 (Single-Family Residential) zoning district at 16801 Sayre Avenue.

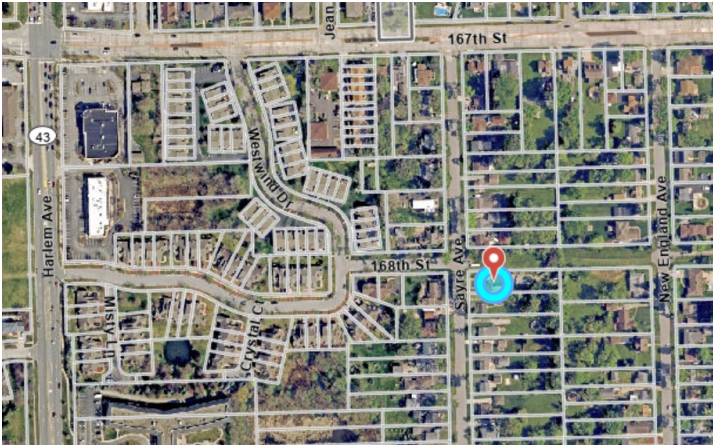
The subject property has a detached garage with attached screened-in porch, and a 20'x22' two-level addition to the garage currently under construction. This structure in total is 1,558 sq. ft. and 44'-2" feet wide, which exceeds the Zoning Ordinance requirements of maximum 720 sq. ft. and maximum 34 feet in width.

Upon learning of the code violation, Village Staff informed the Petitioner the structure either must be removed or else approved via the Variation process, followed by submittal and approval for a building permit.

The Petitioner stated the physical hardship is for a lack of storage space in the home due to the usable floor area of the dwelling (legal nonconforming, stated as 1302 sq. ft.) with limited number of interior closets, and lack of basement. The Petitioner seeks to utilize the additional garage space for storage needs.

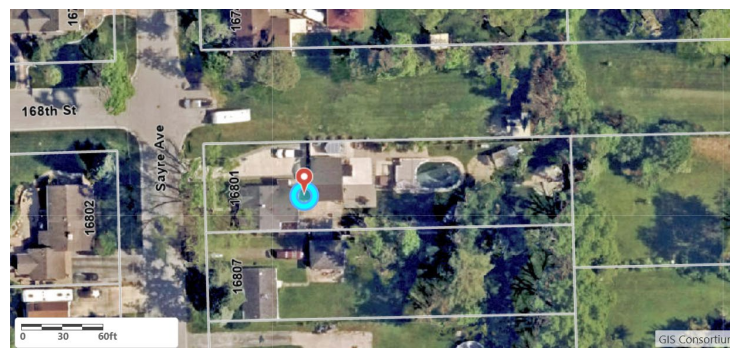
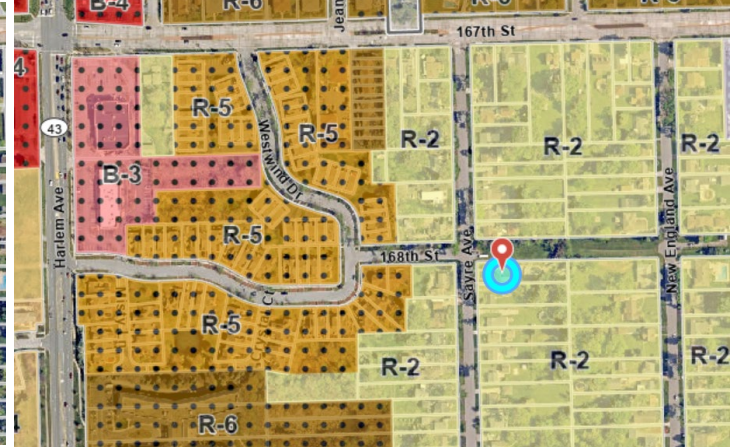
The Petitioner's submittal states addition's current gable roof construction will be changed to a flat roof to meet the 18-foot maximum height requirement. The addition's exterior material will be Hardie Board or vinyl lap siding to match the existing, original garage.

EXISTING SITE & HISTORY



The subject property 16801 Sayre Avenue is a long, rectangular lot approximately 17,787 square feet in size, approximately 66' wide x 271' deep. The subject property is located in a residential neighborhood southeasterly of 167th Street and Harlem Avenue. This area is one of the older areas of the Village, annexed in 1929, and is part of the Elmore's Oak Park Avenue Estates Subdivision. The subject property is on the east side of Sayre. North of the subject property is vacant land, with a frontage along Sayre of approximately 70 feet. This vacant land is not a platted parcel, but presumed to be originally intended for right-of-way as it aligns with 168th Street to the west across Sayre Avenue.

The subject property has several existing structures with approximate square footages provided in the submittal's lot coverage data sheet. All of these property improvements are to the rear of the house. The house is a gabled single-story frame dwelling with no basement, approximately 1,302 sq. ft. Along with the house, there is a detached original garage with attached screened-in porch (includes a door, windows and lower wall with siding), total ~668 sq. ft., and a 20'x22' two-level addition to the garage currently under construction (~445 sq. ft.). The plat of survey also shows two sheds (total ~258 sq. ft.), a swimming pool (~614 sq. ft.) with wood deck (~135 sq. ft.), and patios. Presently a boat, owned by the Petitioner, is stored outside. .





Code Requirements:

Zoning Ordinance Section III.1.2.b limits a maximum floor area of 720 sq. ft. and 34 feet in width for residential detached garage accessory structures in the R-1 through R-5 zoning districts. Following this code requirement, the Zoning Code states the maximum height shall be eighteen feet to the peak of the structure, and the pitch of the roof shall be found by the Zoning Administrator to be architecturally compatible with the pitch of the main roof element of the principal structure, provided the height limit is met. Additionally, the Zoning Code requires detached garages not be used as living space, business related activity, nor serviced by water, sanitary sewer, or natural gas. The Zoning Code does allow for second detached garages, however this property does not meet the minimum lot width requirement of 90 feet. The Zoning Code allows homes to have one storage shed, but only up to 200 sq. ft. The Zoning Code also has a minimum Usable Floor Area Per Dwelling for homes, excluding garages & accessory structures, which is 2,300 sq. ft. for ranch homes in the R-2 zoning district.



Photos of Subject Property by Petitioner

The detached garage accessory structure in total (original garage with screened-in porch, and addition under construction) exceeds the Zoning Ordinance requirements of maximum floor area and maximum width. Based upon the plat of survey and plans submittal, Village Staff identifies it is 1,558 sq. ft. (existing 668 sq. ft. + addition's two-levels of 445 sq. ft.) and 44'-2" feet wide.

ZONING & NEARBY LAND USES

The subject property is located within the **R-2 Single-Family Residential Zoning District**. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	R-2 Single-Family Residential Zoning District	Vacant Land, Not a platted parcel
East	R-2 Single-Family Residential Zoning District	Detached Home
South	R-2 Single-Family Residential Zoning District	Detached Home
West	R-2 Single-Family Residential Zoning District	Detached Home

The nearby vicinity appears to show older homes similar in size and style to the subject property. The Petitioner provided neighborhood context photos illustrating low slope roofing, prevailing examples of exterior vinyl siding, and garages with second floor windows (Sayre Avenue & New England Avenue, see attachment).



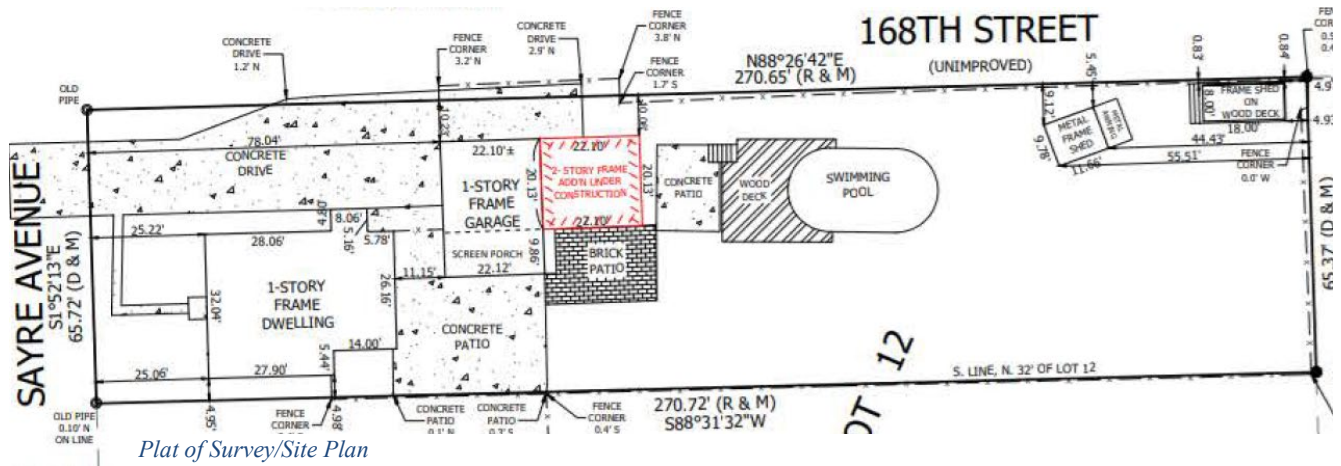
Neighborhood Context Photos Provided by Petitioner

VARIATION REQUEST

The Petitioner is seeking a Variation from Section III.I.2.b. of the Zoning Ordinance to increase the maximum floor area and maximum width of a detached garage accessory structure.

Upon learning of the code violation, Village Staff informed the Petitioner the structure either must be removed or else approved via the Variation process, followed by submittal and approval for a building permit. The Petitioner has included a plan set and plat of survey which reflect the existing conditions, inclusive of the original garage with screened porch, and garage addition currently under construction to the rear/east of the original garage (garage addition shown on the plat of survey in red). It is understood that the plans and plat will contain the most accurate numeric calculations versus minor discrepancies to the narrative.

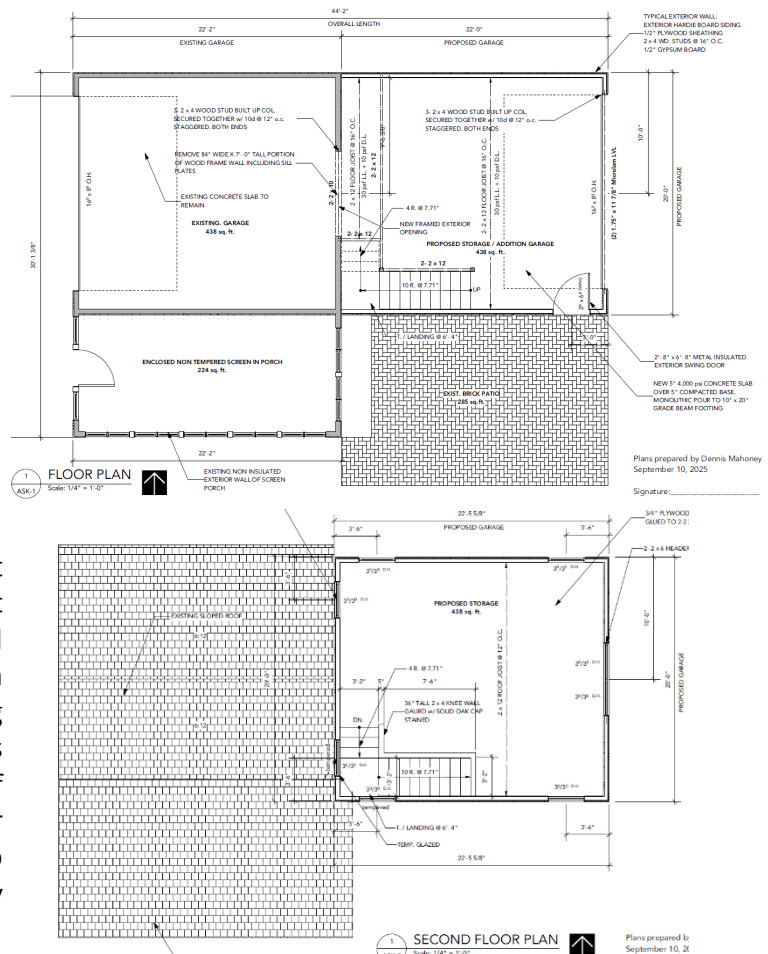
The plat locates the addition ~100' back from the west/front lot line (~118' to the existing curb per aerial imagery), ~148' from the east/rear lot line, and 10' from the east/side lot line. This location favors the north part of the property which is most proximate to adjacent vacant land that is not a platted parcel, which is preferable over being adjacent to a buildable/built platted parcel/lot.



The Petitioner seeks to utilize this garage addition space for storage needs. The plans show two floors for the addition, with an interior set of stairs. The ground floor will have an overhead door, pedestrian/man door, and will internally connect to the existing original garage. The upper floor will have open storage space and windows. The Petitioner states the lower level will have vehicles, boat, motorcycles, and upper level will have general home storage. With this addition, the boat will be housed in the garage and enclosed from view.

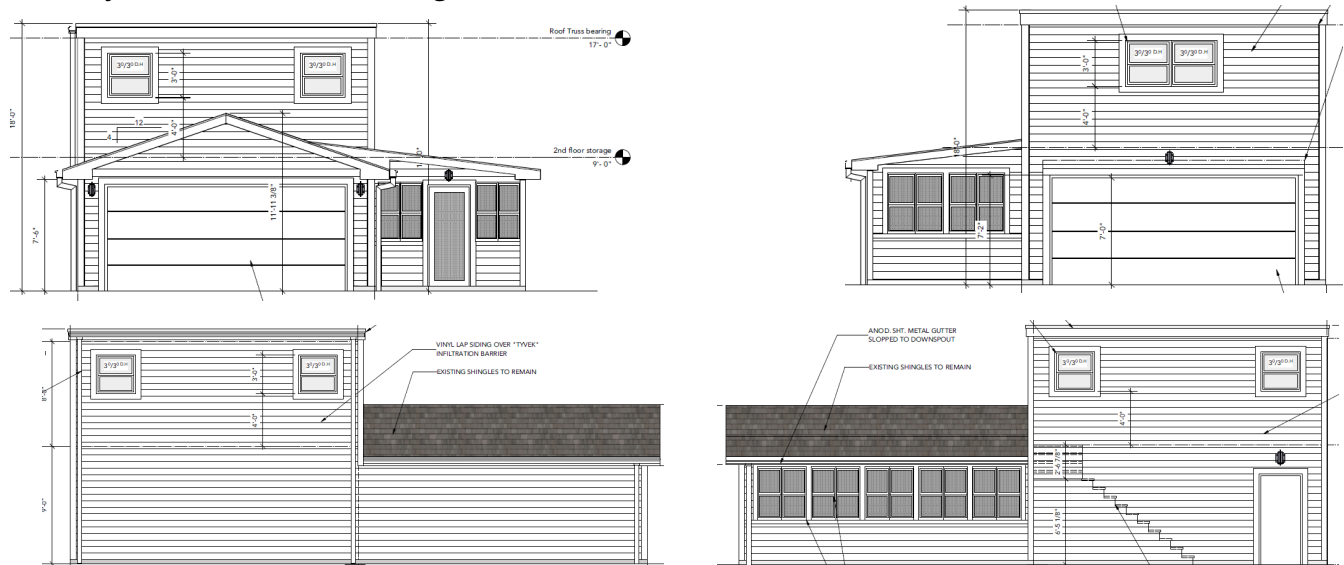
The 20'x22' two-level addition will be wood frame with a Hardie Board or vinyl lap siding on the exterior to match the existing, original garage as stated by the Petitioner. Though the addition has been partially built with gable-style peak roofing, the Petitioner proposes to remove the gables and change it to a flat roof to meet the 18 foot maximum height requirement.

The house, in comparison has a medium pitch side gable with a small front gable on the street façade. Also, the pitch on the existing garage appears to be a slightly shallow to moderate pitch, identified on the plans as 6:12. Village Planning staff believes the pitch to be architecturally compatible from the street frontage, since the addition is at a different height plane than the original garage, and is separate and set further back to the rear from the house/principal structure. Also, the house, existing garage with screened-in porch, and addition will all have matching exterior material and upper level windows furthers the overall aesthetic compatibility. Examples of neighborhood context provided by the Petitioner appear to show a similar character of homes with lap siding, taller garages with windows, and a nearby example of a low-slope roof.



The length exceeding 34 feet is proposed as such so that the footprint and walls of the original and addition parts of the garage align to make a cohesive structure. Also, the proposed 44'-2" width runs to the back utilizing the depth of the property, parallel to Sayre Avenue. This location and orientation has less of a visual sight-line impact from Sayre Avenue versus being perpendicular to Sayre Avenue (which is 30 feet comprised of the garage front and screened-in porch to its right).

The proposed lot coverage for principal and accessory buildings and structures will be 19%, which falls well below the Zoning Code's maximum 35% requirement. Also, the proposed Floor Area Ratio ("FAR"), which is based on gross floor area of buildings, (3,118 sq. ft. for house, existing garage w/ screened-in porch, addition, & sheds) appears to be approximately .18, well below the Zoning Code maximum of 0.4.



Proposed Elevations clockwise from upper left: West, East, South, North

Alternative Storage Options and Physical Hardships:

The Petitioner has stated the physical hardship is for a lack of storage space on the property. The addition will provide an indoor storage solution for belongings that otherwise may be left outdoors.

There do not appear to be feasible, alternative options for needed storage on-site. The house does not have typically available storage amenities of adequate closet space, a basement or usable crawlspace, or accessibly usable attic. The Petitioner states attic storage is limited with a structure that is sub-par to hold or maintain any type of substantial weight. Also, the lot is too narrow to allow for a second detached garage, and the Zoning Code will not allow for an additional shed, even so, they are limited to 200 sq. ft. maximum. A building addition to the house would pose challenges due to the house's existing shape and location. The house currently has a nonconforming sideyard setback (4.95' vs. 10' min. req'd.) and proximity to the original garage and screened-in porch (accessory structures must be at least ten feet away or else meet additional Village Building Code requirements for construction materials).

The house size and lot width may be considered physical hardships. The usable floor area of the dwelling ("house size") is undersized as it is approximately 1,302 sq. ft. is legal nonconforming to the Zoning Code's minimum 2,300 sq. ft. requirement. For perspective, this home is nearly half the size than a new home would have built to the current house size requirement, resulting in significantly less storage space available in the house. Note the usable floor area calculation excludes garages and basements, which are common amenities. Additionally, the subject property's narrow lot width of 65.72' is legal nonconforming (code requires 90' for interior lots, 115' for corner lots in the R-2 zoning district).

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff prepared draft responses for the Findings of Fact below, which indicate support for the request. If the Plan Commission wishes to recommend denial, alternative findings will need to be indicated.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.

The property cannot yield a reasonable return if permitted to be used only under the conditions allowed, as the property lacks adequate storage space on the property. The property has undersized nonconforming usable floor area of the dwelling and narrow lot width. The house does not have typically available storage amenities of adequate closet space, a basement, or accessibly usable attic space structurally equipped to bear substantial weight of home storage. The addition will provide an indoor storage solution for belongings that otherwise may be left outdoors.

2. The plight of the owner is due to unique circumstances.

The lack of storage space on the property is a physical hardship on the property of unique circumstance due to undersized, nonconforming usable floor area of the dwelling and narrow lot width. The house does not have typically available storage amenities of adequate closet space, a basement, or accessibly usable attic space structurally equipped to bear substantial weight of home storage. A building addition to the house would otherwise pose challenges due to the house's existing shape and location with a nonconforming sideyard setback and proximity to the existing garage and screened-in porch.

3. The Variation, if granted, will not alter the essential character of the locality.

The addition will not alter the essential character of the locality. The addition's location favors the north part of the property which is most proximate to adjacent vacant land that is not a platted parcel, which is preferable over being adjacent to a buildable/built platted parcel/lot. The 44'-2" width runs to the back utilizing the depth of the property, parallel to Sayre Avenue, which reduces the visual sight-line impact from Sayre Avenue. Examples of neighborhood context provided by the Petitioner appear to show a similar character of homes with lap siding, taller garages with windows, and a nearby example of a low-slope roof.

4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:

- a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
- b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
- c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;

- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

Variation:

“...make a motion to recommend that the Village Board grant the Petitioner Dennis Mahoney, Variations from Section III.I.2.b. of the Tinley Park Zoning Ordinance to increase the maximum floor area of a detached garage accessory structure to 1,558 square feet and to increase the maximum width of a detached garage accessory structure to 44'-2” feet, at 16801 Sayre Avenue in the R-2 Single-Family Residential District in accordance with the plans submitted and adopt the Findings of Fact as proposed in the October 16, 2025 staff report.”

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Planning & Zoning General Application	Petitioner	7/22/2025
	Response to Standards	Petitioner	N/A; Received 9/22/2025
	Narrative	Petitioner	N/A; Received 9/19/2025
	Subject Property (16801 Sayre Avenue) Photographs	Petitioner	N/A; Received 9/19/2025
	Neighborhood Context Photographs	Petitioner	N/A; Received 9/30/2025
	Updated Plat of Survey with Addition	Petitioner	9/19/2025; Received 9/25/2025
	Plan Drawing Set: Exterior Elevations, Floor Plans, and Section	Petitioner	9/10/2025; Received 9/29/2025
	Lot Coverage Site Areas Data Sheet	Petitioner	N/A; Received 9/29/2025



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

- ☐ Special Use for: _____
- ☐ Planned Unit Development (PUD) ☐ Concept ☐ Preliminary ☐ Final ☐ Deviation
- ☒ Variation ☒ Residential ☐ Commercial for garage addition
- ☐ Annexation
- ☐ Rezoning (Map Amendment) From _____ to _____
- ☐ Plat (Subdivision, Consolidation, Public Easement) ☐ Preliminary ☐ Final
- ☐ Site Plan
- ☐ Landscape Change Approval
- ☐ Other: _____

PROJECT & PROPERTY INFORMATION

Project Name: ADDITION

Project Description: GARAGE ADDITION

Project Address: 16801 SAYRE AVE Property Index No. (PIN): _____

Zoning District: _____ Lot Dimensions & Area: _____

Estimated Project Cost: \$ 50K

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner: Dennis Mahoney Company: _____

Street Address: 16801 SAYRE AVE City, State & Zip: Tinley Park IL 60477

E-Mail Address: _____ Phone Number: _____

APPLICANT INFORMATION

- ☒ Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant: _____ Company: _____

Relation To Project: _____

Street Address: _____ City, State & Zip: _____

E-Mail Address: _____ Phone Number: _____



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized representative.

I hereby authorize Dennis Mahoney (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements of the Village of Tinley Park representative.

Property Owner Signature: _____

Property Owner Name (Print): _____

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature: _____

Property Owner Name (Print): _____

Applicant Signature:
(if other than Owner) _____

Applicant's Name (Print): _____

Date: _____



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS VARIATION ADDENDUM

APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they will not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Variation** from the terms of the Zoning Ordinance. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements and receive preliminary feedback on any concept ideas or plans prior to making a submittal.

- ☒ General Application form is complete and is signed by the property owner(s) and applicant (if applicable).
- ☒ Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.
- ☒ A written project narrative detailing the specific variation(s) from code requirements that are being requested, the reasoning for requiring the variation, the general nature and specific aspects of the proposal being requested. Any additional requests such as a Special Use or Site Plan approval should be indicated in the narrative as well.
- ☒ A Plat of Survey of the property that is prepared by a registered land surveyor and has all up-to-date structures and property improvements indicated. All proposed improvements shall be indicated on the survey and be appropriately scaled with all setbacks and dimensions clearly indicated.
- ☒ Any applicable site plan, engineering/grading plans, exterior elevations or interior layout plans that indicate the full scope of the project and the Standards for a Variation.
- ☒ Responses to all Standards for a Variation on the following page (can be submitted separately along with the narrative, but all standards must be covered).
- ☒ Residential Variation Hearing Fee - \$250 + \$75 per additional Variation
Commercial Variation Hearing Fee - \$500 + \$75 per additional Variation

STANDARDS AND CRITERIA FOR A VARIATION

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following statements and questions related to the Standards with factual evidence and information to support the requested Variation. If additional space is required, you may provide the responses on a separate document or page.

- A. Describe the difficulty that you have in conforming with the current regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

I am currently looking for approval for this garage addition to add on storage for my residence. The home does not have a basement and has very limited attic space. The add-on will not impede on any type of walkways, streets, etc. The bottom will be used to store our cars in the front and boat & motorcycles in the rear of the garage (east part)

- B. Describe any difficulties or hardships that current zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

Adding the additional sq footage was to add for vehicles and overall storage. It was also added for aesthetics to match the existing garage sq footage and to accommodate for the staircase for the second floor.

- C. Describe how the above difficulty or hardship was created.

The hardship was created due to lack of basement and attic space and also the overall square footage of the home. The addition will accommodate additional storage space needed.

- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.

This variance is a minimal added square footage compared to the large size and area of the entire property lot.

- E. Explain how this Variance would not be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

NO FINANCIAL GAIN IS DESIRED OR BEING USED. ADDING ADDITIONAL SPACE FOR OVERALL GENERAL AND NEEDED STORAGE.

- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located.

THIS part of the addition does not pose any threats to the public welfare as stated above. Addition is set back into property.

- G. Explain how granting this Variance will not alter the essential character of the neighborhood or locality.

With this add-on being far back into the property, it is away from any public street, walkway, or any other impediment to the neighborhood.

H. Describe how the requested Variance will not:

1. Impair an adequate supply of light and air to adjacent properties.

This addition is not in any space or area of other existing property or structures around.

2. Substantially increase the congestion of the public streets.

It is located at a very far distance from any public street. Does not impede with a public street in any form or manner.

3. Increase the danger of fire.

All rough in and build codes will be up to date with this addition

4. Impair natural drainage or create drainage problems on adjacent property.

proper run-off, roof, and gutter system will be properly installed

5. Endanger the public safety.

The general public will not be able at any point to access this addition

6. Substantially diminish or impair property values within the neighborhood.

This addition will add a positive value to both the homeowner and neighborhood area.

To the board/whom this may concern,

I am reaching out to you to provide some information for the property located at 16801 Sayre Ave in Tinley Park for an additional square footage variance. I am asking to have an exception/variance from 720square feet to 920 total square feet with this garage/storage addition.

As shown in the pictures, the addition extends straight to the east off of the existing and current standing garage. On top of the extension portion that goes to the east it rises to a 2nd level directly above. The original and current garage is detached from the home.

The lower part of the garage addition would be an overall area of 20'W x 23' L. This bottom area garage would include a staircase to access the above storage area above the new garage addition. The above storage area would also be 20'W x 23'L to match and line up with the bottom garage addition.

The entire addition will be a wood frame build and with a vinyl lap siding to match the existing garage and surrounding homes in the neighborhood.

The above storage area will NOT exceed the max height restriction of 18'. The roof for the above storage area will be a top core tapered roof. (flat roof) The Gable style roof in the pictures will be rebuilt into the flat roof style.

Both of these areas will NOT be used as any type of living quarters. The usage for both areas is for vehicles, boat, motorcycles (bottom garage) and general home storage (top).

We are looking to add this additional storage due to the simple fact of the current size of the home, (roughly 1,150 sq') limited size and number of interior closets with no inside space to add more, no current basement, (sits on a non-usable crawlspace) and a limited accessible attic with structure that is sub-par to hold or maintain any type of substantial weight for home storage.

This addition will NOT impede or encroach on any type of accessibility to mine, the village, or nearby homes for any reason. This addition will sit roughly 140' east off of the public roadway. This will also make it not impede any type of roadway and sidewalk paths in this area.

The size of the overall lot is over 17,500 square feet. With this lot size the addition will not create any type of overbuild or cluster as it sits.

Directly to the North of the property sits an open slot of land that also creates a "buffer" or additional open land space between mine and the neighbor's house.(Neighbors home is 16749 Sayre ave.) This gap between the two homes is roughly 70'.

This slot of land or field also creates a larger "buffer" of space for the residence at 16754 New England Ave at roughly 325 plus feet.

The residence directly to the East of my home would sit roughly 300' away from this addition. Within this 300' also consists of large trees and natural landscaping.

This addition would favor the North part of the property and would be at its almost furthest point away from the residence to the South. (16807 Sayre Ave)

The attached pictures represent the above stated information of the property and the addition included as well. I appreciate you taking the time to read this. If there are any other questions or concerns, I will be more than happy to address and communicate with your team/board. Your time is greatly appreciated.

Thank you,

Dennis Mahoney

Dennis Mahoney

Subject Property (16801 Sayre Avenue) Photographs Provided By Petitioner



Subject Property (16801 Sayre Avenue) Photographs Provided By Petitioner



Neighborhood Contextual Photographs Provided By Petitioner

Photo 1: This home is located across the street from me. The address is 16737 (or 16740). The pic simply shows different sides of the home to show the pitch on this roof. Not a flat roof, but what I would consider similar in style. This residence like many on the street and neighborhood also has vinyl exterior siding like I would be using on the addition to match my existing home and surrounding homes.



Photo 2: This maps image show the exterior of several homes on Sayre Ave. These homes have similar exterior siding to what will be installed on the addition at 16801 Sayre.

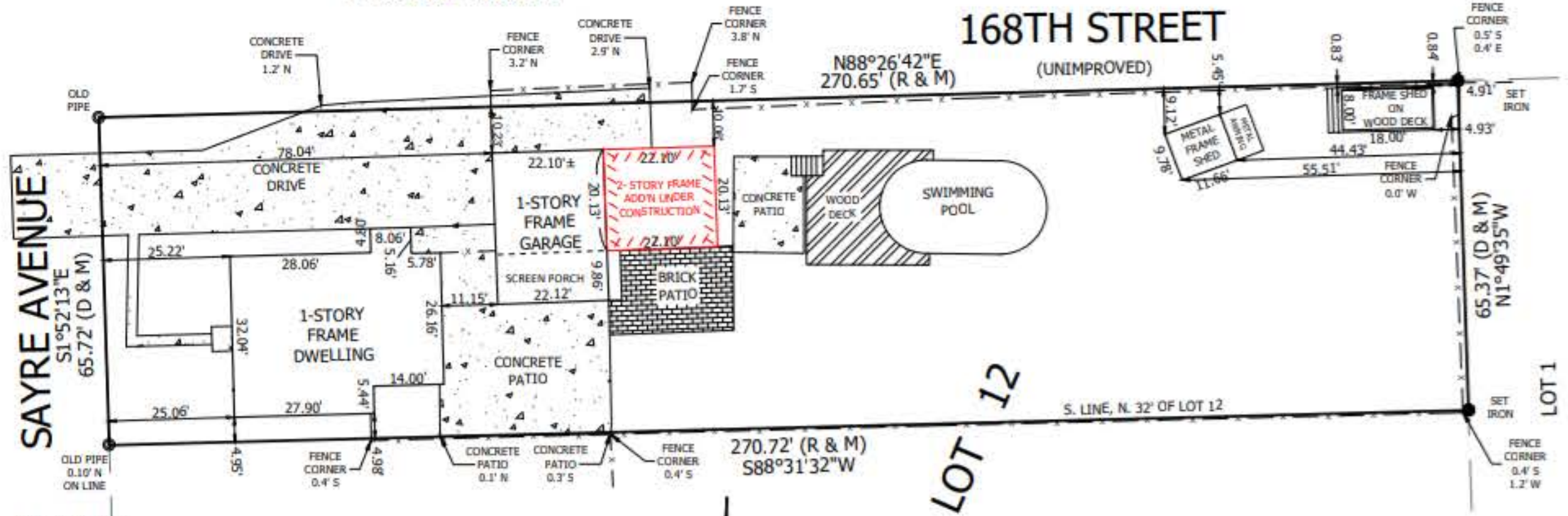
Photo 3: This pic simply shows a bird's eyes view of a home located at 17043 New England with a storage room with triangular windows on the second floor.

Photo 4: 16737 (or 16731) New England Ave on Google Maps



PLAT OF SURVEY

LOT 12 (EXCEPT THE SOUTH 32 FEET THEREOF) IN BLOCK 5 IN ELMORE'S OAK PARK AVENUE ESTATES BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE DRAINAGE DITCH CONVEYED BY DOCUMENT 377150), IN COOK COUNTY, ILLINOIS



STATE OF ILLINOIS)
COUNTY OF WILL)
I, MICHAEL R. ROGINA, ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY
CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE
CAPTION AND THAT THIS PLAT OF SURVEY IS A CORRECT REPRESENTATION
THEREOF

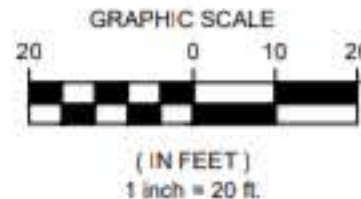
DATED THIS 23rd DAY OF SEPTEMBER, 2025

MICHAEL R. ROGINA

I.P.L.S. 3516

LICENSE EXPIRES 11/30/2025

COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY
APPARENT DIFFERENCE TO THE SURVEYOR.
REFER TO DEED OR GUARANTEE TITLE POLICY FOR BUILDING LINE RESTRICTIONS
OR EASEMENTS NOT SHOWN ON PLAT OF SURVEY.
TO INSURE AUTHENTICITY OF ANY COPIES, THEY MUST BEAR THE SURVEYOR'S
SEAL AND SIGNATURE IN RED INK.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM
STANDARDS FOR A BOUNDARY SURVEY.



NOTES:

- DUE DRAINAGE AND UTILITY EASEMENT
- BSL BUILDING SETBACK LINE
- (M) MEASURED
- (R) RECORD
- (D) DEED

COMMONLY KNOWN AS:
16801 SAYRE AVENUE
TINLEY PARK, IL 60477

PIN 28-30-106-015

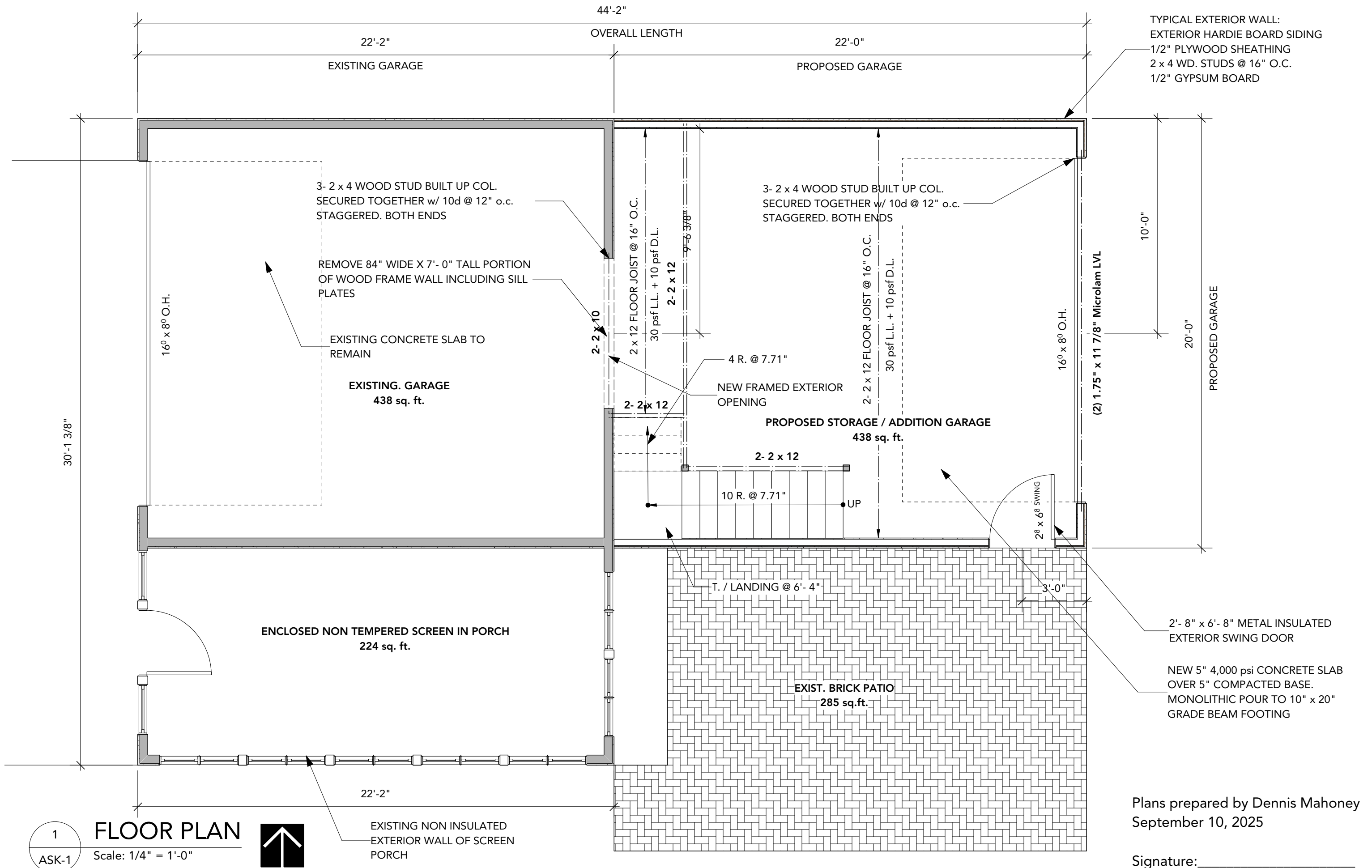
LOT 12 (EX. S. 32' THEREOF) IN BLOCK 5 IN
ELMORE'S OAK PARK AVENUE ESTATES

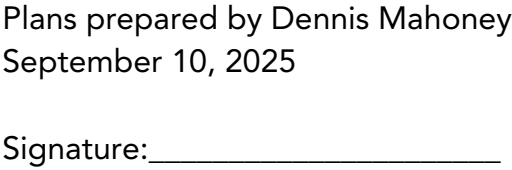
SCALE: 1" = 20' FIELDWORK DATE: 9-19-2025 REVISION FIELDWORK DATE: DRAWN BY: CRR

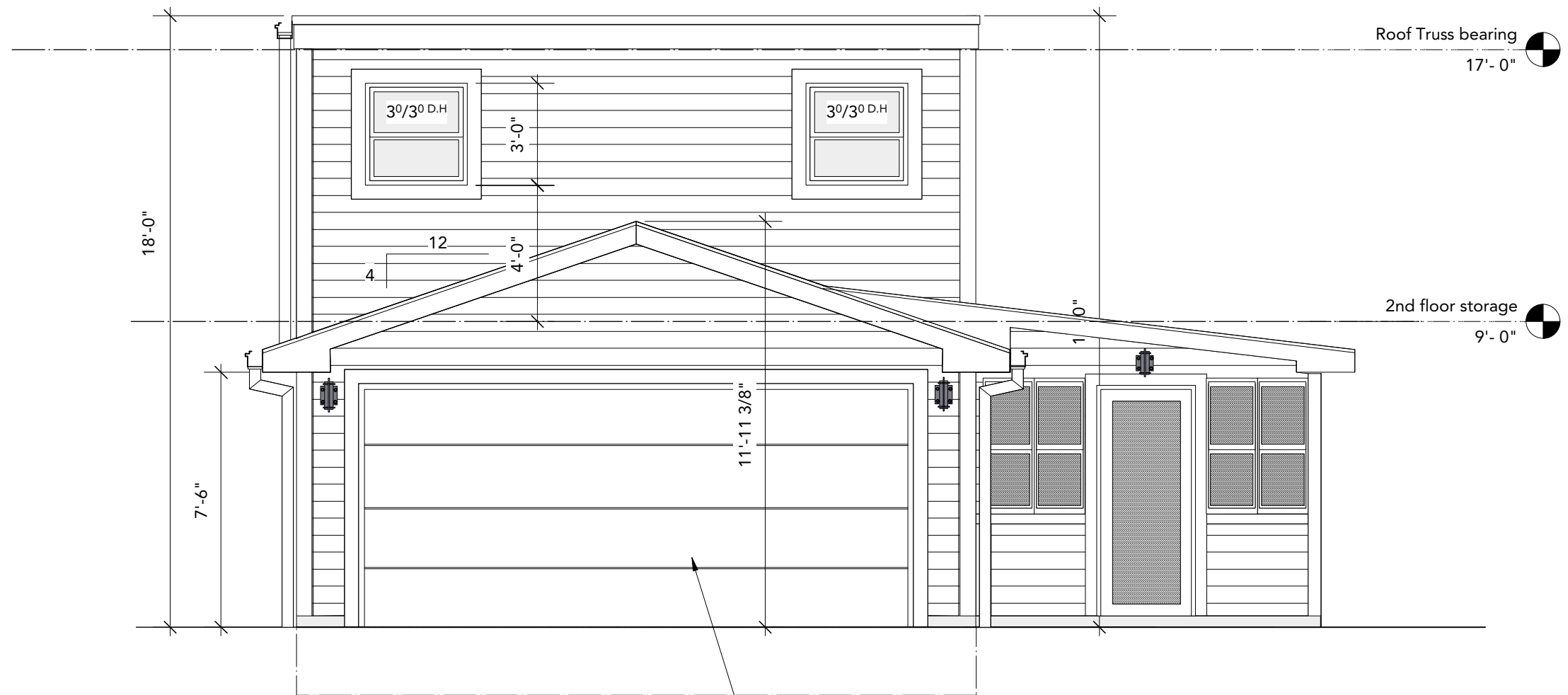


ROGINA
ENGINEERS & SURVEYORS, LLC.
1225 Channahon Road Joliet, Illinois 815/729-0777 FAX 815/729-0782
Professional Design Firm License No. 184-006843 - Exp. 4/30/2027

DENNIS P. MAHONEY FILE NO: 6938.01







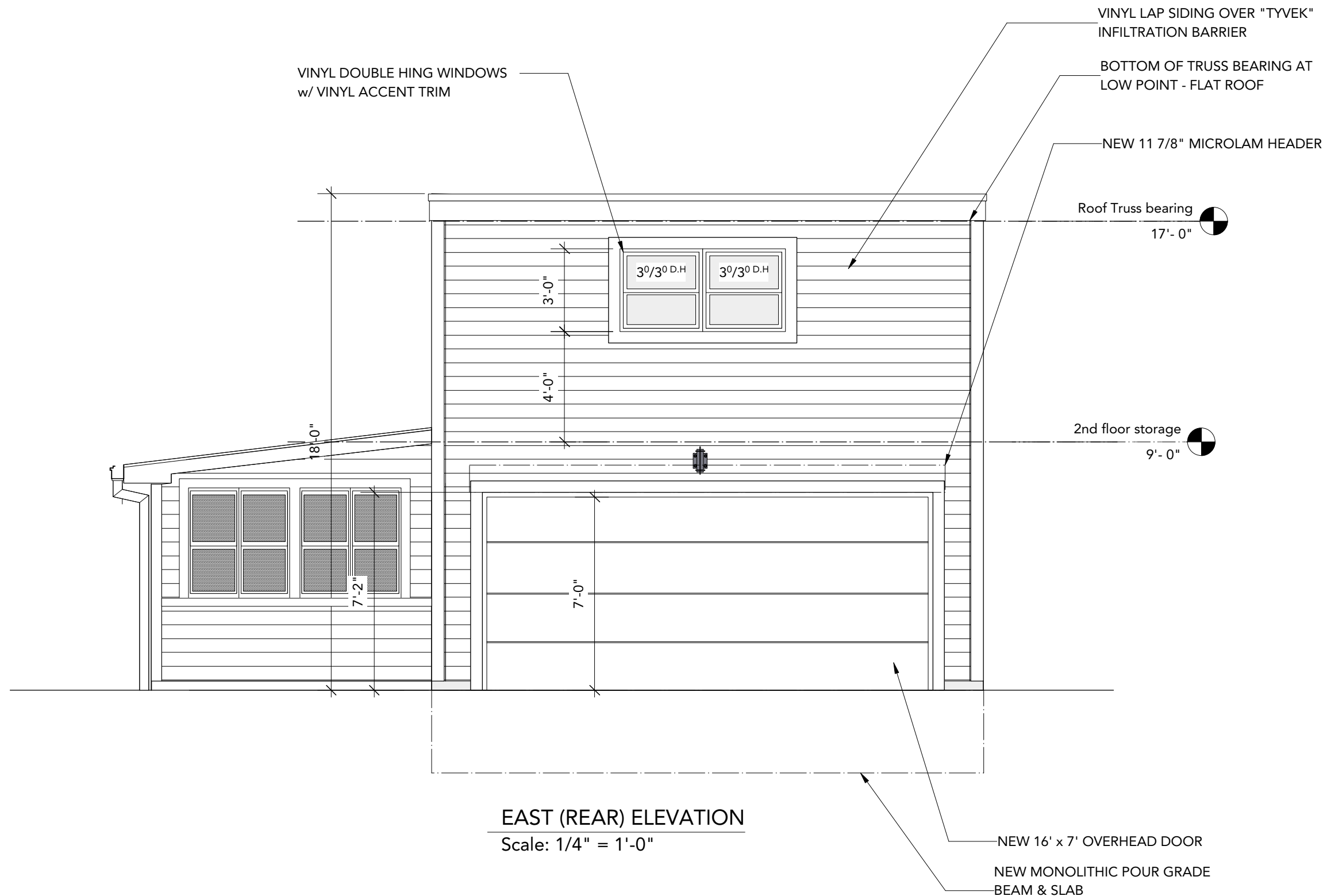
WEST (FRONT) ELEVATION

Scale: 1/4" = 1'-0"

EXISTING OVERHEAD DOOR

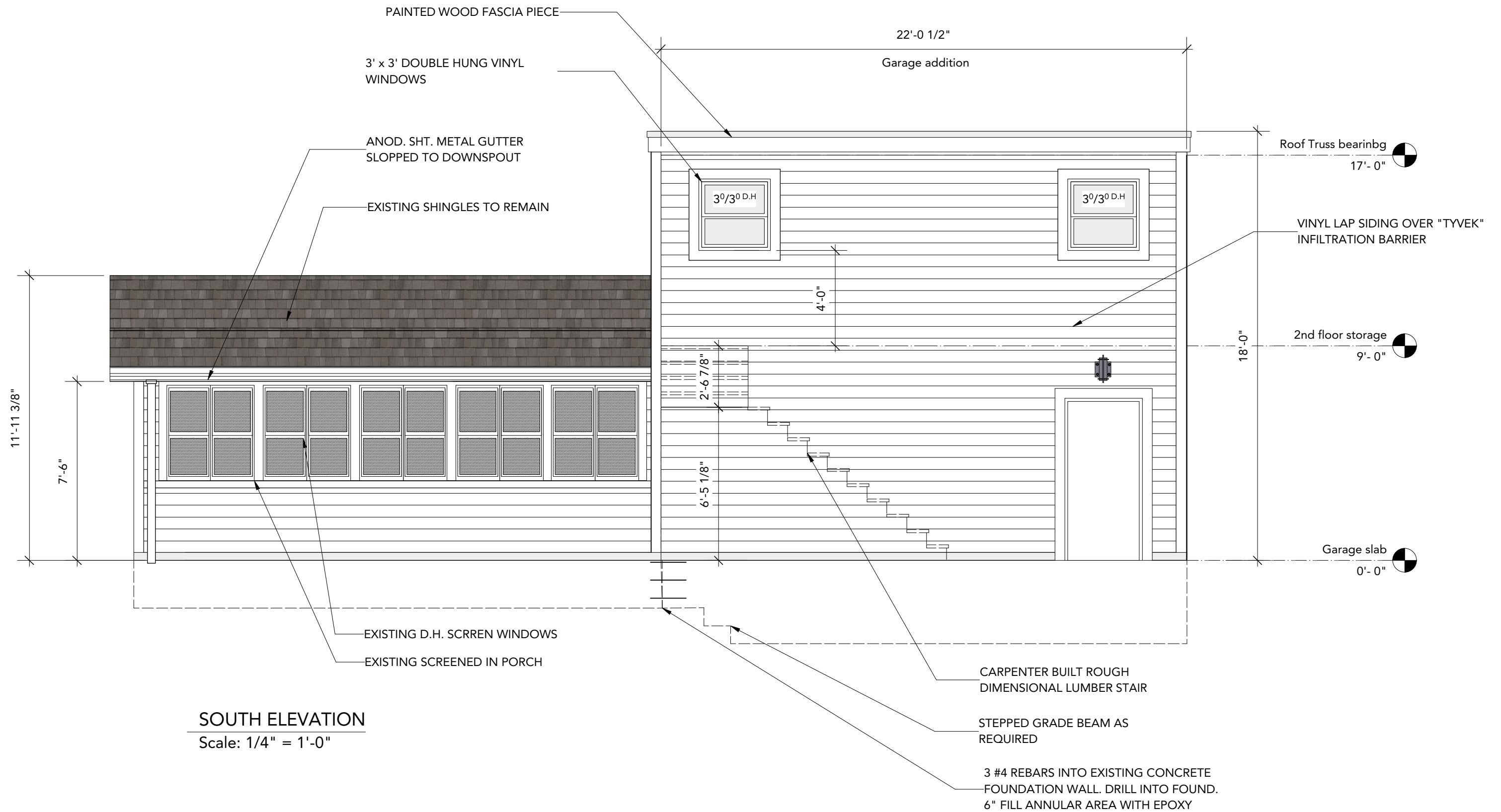
Plans prepared by Dennis Mahoney
September 10, 2025

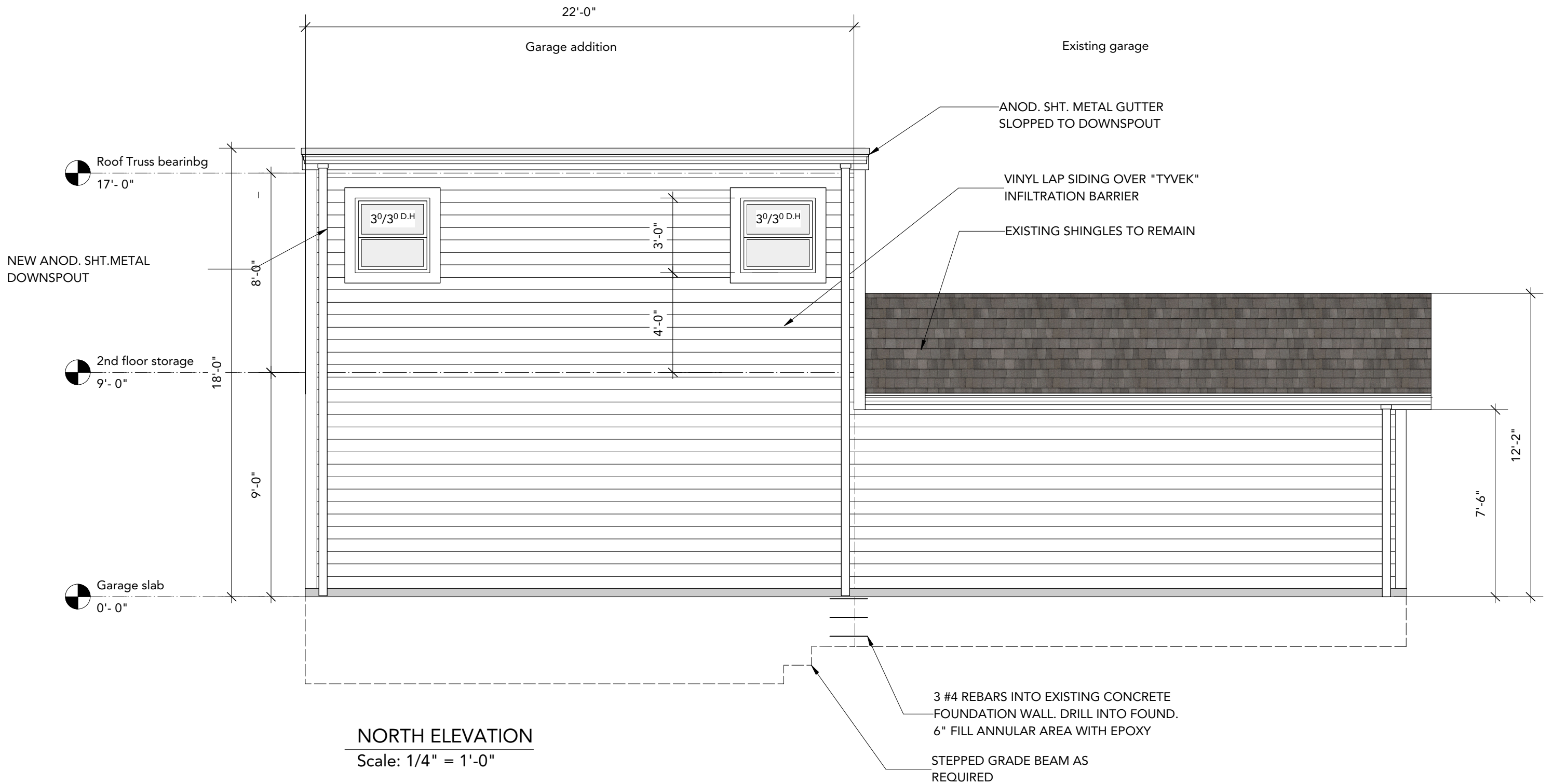
Signature:_____



Plans prepared by Dennis Mahoney
September 10, 2025

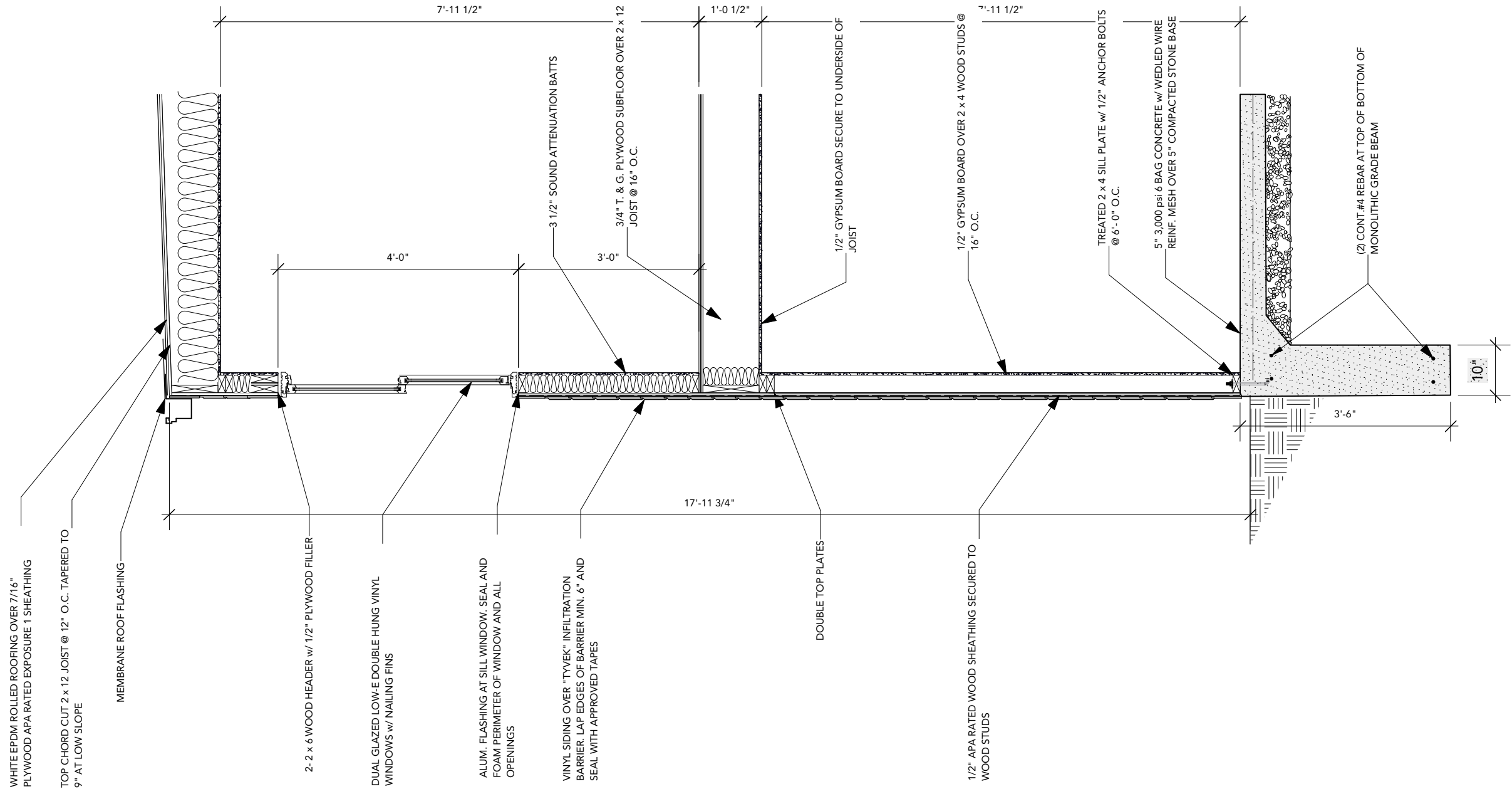
Signature: _____





Plans prepared by Dennis Mahoney
September 10, 2025

Signature: _____



1 WALL SECTION AT GARAGE ADDITION

Scale: 1/2" = 1'-0"

Plans prepared by Dennis Mahoney
September 10, 2025

Signature:_____

MAHONEY LOT COVERAGE SITE AREAS

Single family residence – 1,302 sq. ft.

Existing garage including attached screened in porch – 668 sq. ft.

Proposed addition = 445 sq.ft.

Paver patio – 352 sq. ft.

Concrete patio – 858 sq. ft.

Above ground swimming pool – 614 sq. ft.

Attached above ground deck for pool - 135 sq. ft.

2 shed – 258 sq. ft.

Concrete driveway – 1,735 sq. ft.

Sidewalks – 114 sq. ft.

Lot area = 17,787 sq. ft.

Total lot coverage – 6,481 sq. ft.

6, 481 sq. ft. / 17,787 = 36% lot coverage.



Petitioner

Lawrence Debb of Tinley Park Land Development, LLC

Property Location

7251-7551 191st Street

PIN

19-09-12-200-011-0010;
19-09-12-200-011-0020

Zoning

B-3 PD (General Business and Commercial, Brookside Creek Retail Center PUD)

Approval Sought

Special Use for Substantial Deviation

Project Planner

Michael O. Whalen, AICP
Associate Planner

PLAN COMMISSION STAFF REPORT

October 16, 2025 –Public Hearing

Brookside Creek – Special Use for Sub. Dev. From PUD

7251-7551 191st Street

Exhibit B – PUD Allowable Use Chart

ALL USES SHALL MIRROR B-3 USES AS AMENDED EXCEPT THE FOLLOWING SHALL SUPERCEDE THE CURRENT AND FUTURE ZONING ALLOWANCES:

Permitted Uses Added	Permitted uses removed (Prohibited in PUD)	Special uses removed (Prohibited in PUD)
Service Station with an accessory Car Wash on Lot 1 (moved from Special Uses)	Currency exchanges	Automobile repair shops and body shops
New and Used Vehicle sales/rental, internal and external displays	Educational Facilities, vocational	Flea markets
	Funeral homes and mortuaries	Service Station with an accessory Car Wash, except on Lot 1
	Banks and banks with drive-thru facilities	Tobacco Store, as a principal use

“Allowable Use Chart” in the Brookside Creek Retail Center PUD, as adopted.

EXECUTIVE SUMMARY

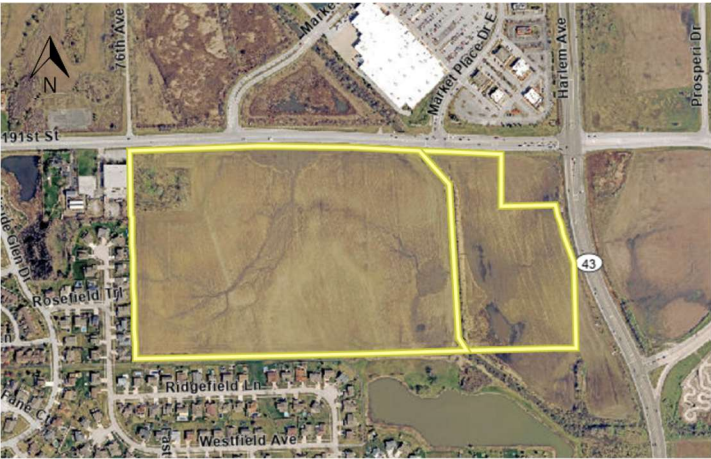
Lawrence Debb of Tinley Park Land Development LLC (the Petitioner) is requesting a Special Use for a Substantial Deviation from the Brookside Creek Retail Center PUD to modify the “Allowable Use Chart” approved with the PUD.

The Village Board adopted Ordinance No. 2025-O-065 on January 21, 2025, establishing the Brookside Creek Retail Center PUD. The PUD includes an “Allowable Use Chart” to modify the underlying use allowability in the B-3 (General Business and Commercial) Zoning District. This language made a “Service Station with an accessory Car Wash” a permitted use on Lot 1 in the PUD and prohibited it on all other lots within the PUD. This use would otherwise be allowed by Special Use Permit only.

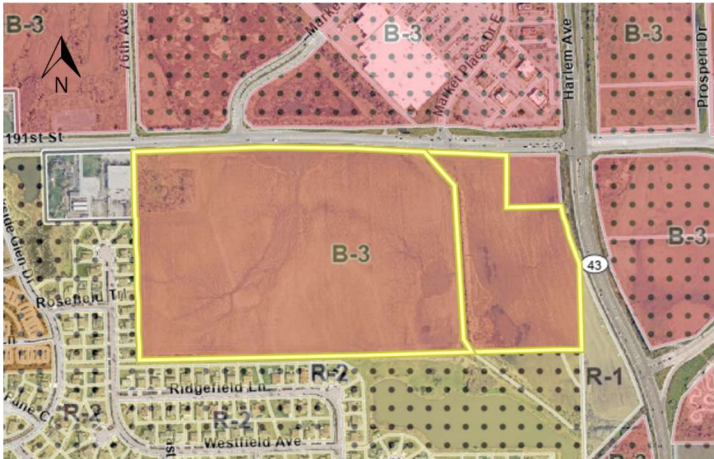
The purpose of this request is narrow: to move the allowance for a “Service Station with an accessory Car Wash” from Lot 1 to Lot 4. The Petitioner states that, with current market conditions and prospective end-users of each lot, Lot 4 is the better location for a gas station since this lot has more direct access from both 191st Street and Harlem Avenue.

Modifying the “Allowable Use Chart” of the PUD only specifies which uses may go where within the development. This change does not grant approval for any development. All areas of the PUD are subject to the Village’s regular permitting processes, and any gas station user seeking to develop on Lot 4 must first request a Special Use for a Substantial Deviation from the PUD and Site Plan/Architectural Approval by the Plan Commission. As part of these initial zoning requests, any gas station user must submit preliminary engineering documents (including a stormwater analysis) to substantiate the feasibility of any proposed site plan, and all development is subject to review and approval by all national, state, regional, and local agencies.

EXISTING SITE & HISTORY



Location Map



Zoning Map

The subject property is located along the south side of 191st Street, between 76th Avenue and Harlem Avenue (excluding the hard corner). The subject property comprises just under 72 acres, a significant portion of which is within a flood plain and floodway. The Petitioner intends to engineer and develop the site for commercial development as a shopping center with outlots. Given the flood plain and floodway constraints, most of the land will be utilized for stormwater management.

On December 5, 2024, the Plan Commission recommended approval of rezoning the property to B-3, establishing the PUD, and subdividing the land. At this meeting, the Plan Commission also approved the site plan, which indicated developable lots, stormwater management areas, and an access drive through the development.

The Brookside Creek Retail Center PUD was approved by the Village Board on January 21, 2025 by Ordinance No. 2025-O-065. The Village Board also approved an annexation for a portion of the master development, a rezoning, a plat of subdivision, and a development agreement at this meeting.

In separate actions, each of these bodies also granted zoning approvals to Gas N Wash to build a gas station and car wash on Lot 1.

ZONING & NEARBY LAND USES

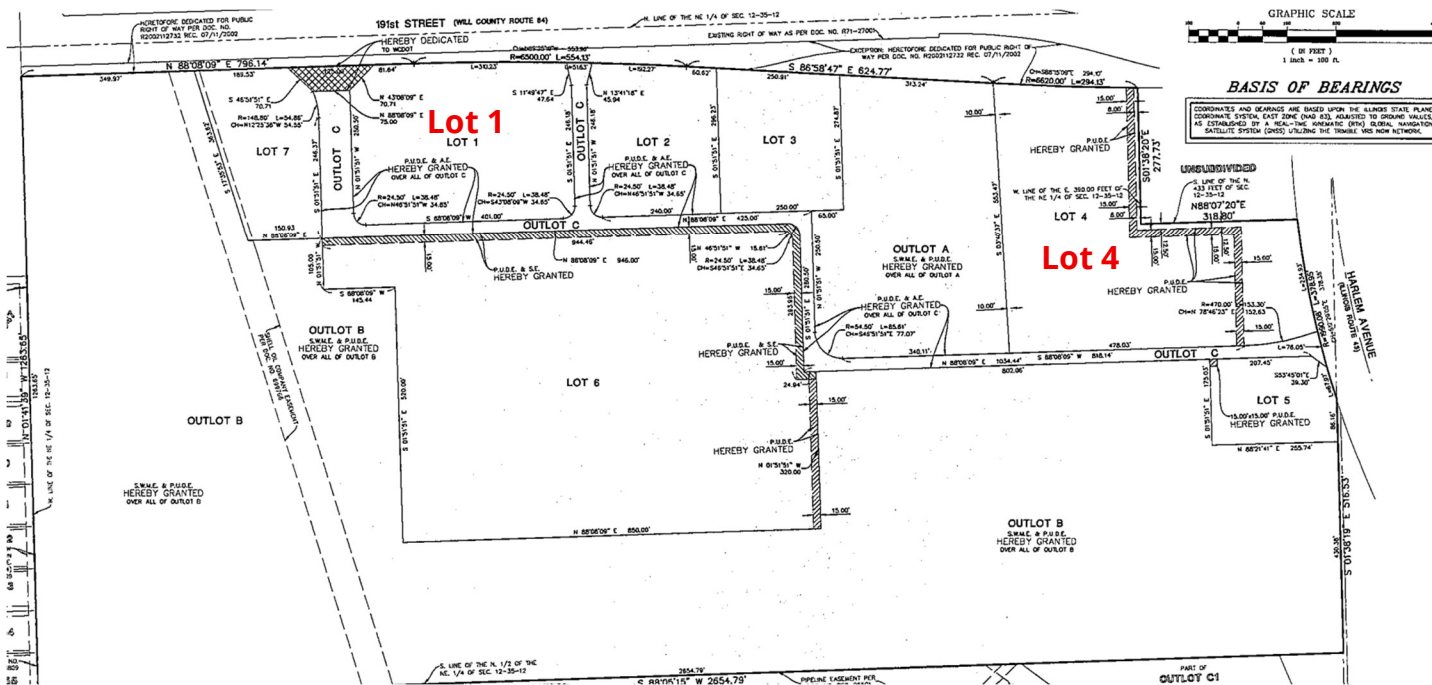
The subject property is located within the **B-3 PD (General Business and Commercial, Brookside Creek Retail Center PUD) Zoning District** and is also located in the **UD-1 Urban Design Overlay District**. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	B-3 General Business and Commercial District Brookside Marketplace PUD	Brookside Marketplace/Commercial
East	B-3 General Business and Commercial District	Undeveloped Land
South	R-2 Single-Family Residential District Brookside Glen PUD	Detached Single-Family Homes
West	Will County C-3 General Commercial District and R-2 Single-Family Residential District Brookside Glen PUD	Office Building and Detached Single -Family Homes

The B-3 Zoning District is designed to accommodate a wide range of specialized commercial uses, including highway-oriented services and commercial types of establishments to serve the needs of motorists.

REQUEST

The Petitioner is requesting to amend the PUD so that a gas station with car wash may locate on Lot 4 in the subdivision.



Recorded Final Plat of Subdivision for Brookside Creek Retail Center Subdivision

As described in the introduction of this report, this change will solely modify use allowability. All other processes apply to any future gas station user of Lot 4. With this change, gas stations will be prohibited on all other lots within the subdivision. All development within the PUD must be adequately engineered to mitigate all impact to the flood plain and floodway. All development must be reviewed and approved by all regulating agencies.

Exhibit B – PUD Allowable Use Chart		
ALL USES SHALL MIRROR B-3 USES AS AMENDED EXCEPT THE FOLLOWING SHALL SUPERCEDE THE CURRENT AND FUTURE ZONING ALLOWANCES:		
Permitted Uses Added	Permitted uses removed (Prohibited in PUD)	Special uses removed (Prohibited in PUD)
Service Station with an accessory Car Wash on Lot 1 (moved from Special Uses)	Currency exchanges	Automobile repair shops and body shops
New and Used Vehicle sales/rental, internal and external displays	Educational Facilities, vocational	Flea markets
	Funeral homes and mortuaries	Service Station with an accessory Car Wash, except on Lot 1
	Banks and banks with drive-thru facilities	Tobacco Store, as a principal use

"Allowable Use Chart" in the Brookside Creek Retail Center PUD, as adopted.

Gas N Wash intends to develop Lot 4.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
Modifying the use allowability in the PUD will not negatively impact the public.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
Modifying the use allowability in the PUD will not negatively impact nearby property owners.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
Modifying the use allowability in the PUD will not impede normal and orderly development. A gas station with carwash was already allowed in the PUD.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
All necessary facilities for all development within the PUD must be provided in order to receive approval to develop the land. Any future gas station user on Lot 4 must demonstrate that adequate drainage will be provided by the master development or on-site.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
Modifying the use allowability in the PUD alone will not impact access. The master development and any future development of Lot 4 must install any necessary roadway modifications determined by the Village, Will County Department of Transportation, and the Illinois Department of Transportation.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
All requirements will be met.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
Modifying the use allowability in the PUD makes the development more marketable to gas station users, since Lot 4 has direct access from both 191st Street and Harlem Avenue.

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply

to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

Motion (Special Use for a Substantial Deviation from the Brookside Creek Retail Center PUD):

“...make a motion to recommend that the Village Board grant a Special Use for a Substantial Deviation from the Brookside Creek Retail Center PUD to the Petitioner Lawrence Debb of Tinley Park Land Development, LLC to modify the “Allowable Use Chart” in the PUD to relocate the gas station allowance from Lot 1 to Lot 4 at 7251-7551 191st Street in the B-3 PD (General Business and Commercial, Brookside Creek Retail Center PUD) Zoning District, subject to all conditions previously imposed by Ordinance No. 2025-O-065.”

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application Materials	Petitioner	9/25/2025
2	Narrative	Petitioner	9/26/2025
3	December 5, 2024 Plan Commission Staff Report	Staff	12/5/2024
4	Ordinance No. 2025-O-065	Village Board	1/21/2025



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

- ☐ Special Use for: _____
- ☒ Planned Unit Development (PUD) ☐ Concept ☐ Preliminary ☐ Final ☒ Deviation
- ☐ Variation ☐ Residential ☐ Commercial for _____
- ☒ Annexation
- ☒ Rezoning (Map Amendment) From R1 to B3
- ☒ Plat (Subdivision, Consolidation, Public Easement) ☐ Preliminary ☒ Final
- ☒ Site Plan
- ☐ Landscape Change Approval
- ☐ Other: _____

PROJECT & PROPERTY INFORMATION

Project Name: 7551 W 191st St Retail Development

Project Description: Subdivision of 72 acres of vacant land into 7 to-be-developed retail parcels.

Project Address: 7551 W 191st St Property Index No. (PIN): 19-09-12-200-011-0010 and 0020

Zoning District: Proposed B-3 Lot Dimensions & Area: 72 acres

Estimated Project Cost: \$ Approximately \$10 million

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner: Tinley Park Land Development LLC Company: _____

Street Address: _____ City, State & Zip: _____

E-Mail Address: _____ Phone Number: _____

APPLICANT INFORMATION

☒ Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant: _____ Company: _____

Relation To Project: _____

Street Address: _____ City, State & Zip: _____

E-Mail Address: _____ Phone Number: _____

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

I hereby authorize William Debb (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature: _____

Property Owner Name (Print): Lawrence Debb, Manager Tinley Park Land Development LLC

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature: _____

Property Owner Name (Print): Lawrence Debb, Manager Tinley Park Land Development LLC

Applicant Signature:
(If other than Owner)

Applicant's Name (Print): Lawrence Debb, Manager Tinley Park Land Development LLC

Date: 9-25-25



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL, 60477
708-444-5100

Professional Fee and Cost Reimbursement Agreement

This Professional Fee and Cost Reimbursement Agreement ("Agreement") entered into this 20th day of August, 2024, between The Village of Tinley Park, Cook and Will Counties, a home rule municipality (hereinafter referred to as "VILLAGE"), and Tinley Park Land Development, LLC (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, as a result of the DEVELOPER's project, the VILLAGE must have its professional service providers and staff analyze review and comment upon and perform other services solely on the VILLAGE's behalf from the time of inception of the project through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the VILLAGE's fees, costs and expenses for professional service providers' services and staffs' services, rather than impose the costs upon the VILLAGE's residents;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE. PROFESSIONAL FEES. The DEVELOPER shall pay the VILLAGE any and all professional service provider and staff fees, costs and expenses incurred by the Village as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion as determined by the VILLAGE and/or VILLAGE's acceptance of all public improvements associated with the project, whichever occurs last. The VILLAGE's professional service providers and staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants, etc. Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services to be performed on behalf of the VILLAGE in conjunction with the project. The VILLAGE's professional service providers and staff fees shall be billed to the DEVELOPER in the amount as authorized by the VILLAGE to be paid for such services.

SECTION TWO SECURITY. Upon written request from the VILLAGE, the DEVELOPER shall post with the VILLAGE the sum of \$5,000 cash or certified funds as security for the DEVELOPER's payment of such professional fees, costs, and expenses or another amount as approved from time to time as the standard security deposit amount by the Community Development Director. The VILLAGE is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the VILLAGE as required under this Agreement. The DEVELOPER is obligated to continuously maintain the original deposit amount with the VILLAGE until the project's completion and DEVELOPER expressly waives any claims for interest related to funds it deposits with the VILLAGE.

SECTION THREE. PAYMENT. The VILLAGE shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the VILLAGE within thirty (30) days upon receipt of the statement from the VILLAGE. If the DEVELOPER does not pay the statement within

the thirty (30) day period, The VILLAGE may direct that all professional service providers and staff cease work on the project of the DEVELOPER, until all statements due and owing are paid in full. In the event that the DEVELOPER does not make payment to the VILLAGE in adequate time, the amount of all statements due and owing will be deducted from the security deposit and work by the VILLAGE will cease until the developer has replenished the account to a minimum of \$5000.

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the VILLAGE, its officials and professional staff with respect to its project.

SECTION FIVE. REPRESENTATION OF VILLAGE ONLY. The DEVELOPER acknowledges that the VILLAGE's professional service providers and staff solely represents the VILLAGE and the VILLAGE's interest and do not represent the DEVELOPER

SECTION SIX. CONFLICT. If any of the terms and provisions of this Agreement conflict with any ordinance of the VILLAGE or agreement between the parties, the terms and provisions of this Agreement shall supersede and control any other terms and provisions.

SECTION SEVEN. ATTORNEY'S FEES. In the event any suit or other action is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other fees, costs and expenses shall pay the VILLAGE's attorney's fees, expert witness fees, costs and any other associated expenses. The venue for such suit shall be in the Circuit Court of Cook County, Illinois.

SECTION EIGHT. SEVERABILITY. The invalidity of any paragraph or subparagraph of this Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is to be determined unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

SECTION NINE. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless agreed by the parties in writing.

SECTION TEN. OTHER FEE ORDINANCES. The DEVELOPER acknowledges that it has been advised that this Agreement is intended to secure the VILLAGE's recovery of professional fees, costs and expenses as hereinabove described, and under circumstances where such fees, costs and expenses may not otherwise have been recovered. Notwithstanding the foregoing or anything else herein to the contrary, nothing herein shall be understood to relieve the DEVELOPER of its responsibilities hereunder and under any applicable ordinances of the VILLAGE, including, but not limited to, any fees payable pursuant to Section XI: Comprehensive Fee Schedule of the Village Municipal Code of Ordinances, provided; however, that the VILLAGE shall take such action as it may deem appropriate to avoid invoicing for, or collecting, duplicate reimbursements of the same expenses or costs.

[Remainder of page left blank]

Dated at Tinley Park, Cook and Will Counties, Illinois on the date written above.

VILLAGE OF TINLEY PARK,
ILLINOIS COOK AND WILL
COUNTIES, an Illinois Home Rule
Community.

(Corporate Seal)

By _____
Community Development Director

ATTEST:

By: _____
Village Clerk

DEVELOPER

(Corporate Seal)

By: _____
President

VILLAGE OF TINLEY PARK, ILLINOIS
SPECIAL USE ADDENDUM

APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Special Use** permit from the terms of the Zoning Ordinance (Section 5-B). This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans prior to making a submittal.

- ☒ General Application form is complete and is signed by the property owner(s) and applicant (if applicable).
- ☐ Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.
- ☐ A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on any employee numbers, parking requirements, property changes, existing uses/tenants, hours of operation or any other business operations should be indicated. Any additional requests such as Site Plan approval or a Variation should be indicated in the narrative as well.
- ☒ A Plat of Survey of the property that is prepared by a registered land surveyor and has all up-to-date structures and property improvements indicated.
- ☐ Site Plan and/or Interior layout plans that indicate how the property and site will be utilized.
- ☐ Responses to all Standards for a Special Use on the following page (can be submitted separately along with the narrative, but all standards must be addressed).
- ☐ \$400 Special Use hearing fee.

STANDARDS AND CRITERIA FOR A SPECIAL USE

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record, will be discussed in detail during the public meetings and will be provided to any interested party requesting a copy. Please provide factual evidence that the proposed Special Use meets the statements below. If additional space is required, you may provide the responses on a separate document or page.

- A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.**

The special use permit will not endanger health, safety, morals, comfort or general welfare,

- B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The special use will improve the property value of the neighborhoods.

- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

The special use will improve the orderly development of surrounding properties.

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.**

This site will have adequate utilities, access roads, drainage, and other necessary facilities.

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

New roadways are being constructed to provide minimal traffic congestion and improve ingress.

- F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in every instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.**

The special use conforms to all applicable regulations.

- G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community.**

The special use will directly contribute to economic growth in the area.

**BROOKSIDE CREEK RETAIL CENTER
SUBDIVISION**

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EASEMENT PROVISIONS

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the TREC, the owner fails to recover, or otherwise suffers disadvantage, the insured shall not be held liable for the obligation to the insured with such fund as the insured may be entitled to recover for the purposes of repaying or indemnifying the insured.

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ACCESS NOTES

FOR REVIEW ONLY

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3 of 3



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DATE _____
PAGE _____
SHEET _____

03/04/78	RECEIVED FOR VILLAGE & ATTORNEY REVIEW	18
02/04/78	RECEIVED TOWN ENGINEER	18
02/21/78	RECEIVED FOR VILLAGE REVIEW	25
08/23/78	RECEIVED PROPOSED ZONING	25

PARCEL INDEX NUMBER
09-12-200-011

ESP DEVELOPMENT
111 E. TOWN AVE. SUITE 230
DOW PLAINES, IL 60018

ESP DEVELOPMENT
111 E. TOLSON AVE., SUITE 230
DES PLAINES, IL 60018



COORDINATES AND BEARINGS ARE OBTAINED FROM THE LUNOS STAR PLAN AND COMPENSATED SYSTEM. EACH POINT (ONLY NOT RELATED TO GROUND VALUES AS ESTABLISHED BY A REAL-TIME INTEGRATED (RTI) GLOBAL POSITIONING SATELLITE SYSTEM (GPS) UTILIZING THE SIGNAL AND NETWORK.

5. LINE
403 FT

SECTION LINE	SECTION LINE
TRANSITION RIGHT-OF-WAY	TRANSITION RIGHT-OF-WAY
EXISTING LOT LINE	EXISTING LOT LINE

OH	CHORD LENGTH
DOC	DOCUMENT
E	EAST
F.I.P	FOUND IRON PIPE
F.I.R.	FOUND IRON ROD
L	ARC LENGTH
N	NORTH
NO	NORTHEAST
NE	NUMBER
P.I.K.	PACCEL INDEX NUMBER
P	PINUS
RCD	RICHES
S	SOUTH
SEC.	SECTION
W	WEST
PU-DE	PUBLIC UTILITY EASTMAN

Manhard
CONSULTING

DATE	REMARKS	CHARGE BY
10/28/24	REMOVED PER VILLAGE ORDER	CAB

[illegible]

BEING A SUBDIVISION OF PART OF THE NORTH-EAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MILL COUNTY, ILLINOIS



2 of 3

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Policy Number:

CCHI2205375LD

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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ALTA Owner's Policy (06/17/2006)

Page 1

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6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

Countersigned By:



Authorized Officer or Agent



Chicago Title Insurance Company

By:



Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

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ALTA Owner's Policy (06/17/2006)



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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ALTA Owner's Policy (06/17/2006)



SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

Address Reference: 7551 191st., Tinley Park, IL 60477

Date of Policy	Amount of Insurance
November 9, 2022	\$1,700,000.00

1. Name of Insured:

Tinley Park Land Development LLC, an Illinois limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Tinley Park Land Development LLC, an Illinois limited liability company

4. The Land referred to in this policy is described as follows:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H AND ALSO THAT PART TAKEN BY THE PLAT OF DEDICATION RECORDED JULY 11, 2022 AS DOCUMENT NUMBER R2002-112732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF CIRCLE OF 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID, THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID, THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
- G 6. Taxes for the year 2022.

Taxes for the year 2022 are not yet due or payable.

Taxes for the year 2021, amounting to \$1,442.84 are marked paid of record.
Permanent Index Number: 09-12-200-011-0010.

Taxes for the year 2021, amounting to \$750.14 are marked paid of record.
Permanent Index Number: 09-12-200-011-0020.
- X 7. A mortgage to secure an indebtedness as shown below,

Amount: \$1,105,000.00
Dated: November 8, 2022
Mortgagor: Tinley Park Land Development LLC
Mortgagee: Wheaton Bank & Trust Company N.A.
Recording Date:
Recording No.:
- Z 8. Assignment of Rents and Leases, assigned to Wheaton Bank & Trust Company N.A., assigned by Tinley Park Land Development LLC, recorded on November 9, 2022 as Document No. R2022080679 .
- I 9. Rights of any interested parties to the free and unobstructed flow of the waters of any stream flowing through and across the Land.
- J 10. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- K 11. Rights of the public, the State of Illinois and the municipality in and to that part of the Land taken or used for road purposes, including that part dedicated by Document No. R71-27001 and including that part dedicated by Document R2002-112732, together with utility rights therein.

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ALTA Owner's Policy (06/17/2006)



SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- L 12. Right of way for a drainage ditch and the terms and conditions for the use thereof over and across the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, as set forth in a certain deed from Gotlieb Warner to Drainage Commissioners of Union District No. 1 of Rich and Frankfort in the counties of Cook and Will, Illinois, Dated January 21, 1893 and recorded October 5, 1897 in Book 334, Page 157, as Document No. 194438.
- M 13. Easement made by Nick Yunker to Shell Oil Company, a Delaware Corporation, dated October 19, 1951, recorded November 19, 1951 as Document No. 699766 of the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances, or any thereof, over, through, under and across the South East 1/4 of the Southwest 1/4 of Section 1, also the South 13 acres of the East 13 1/3 acres of the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 35 North, Range 12 East of the Third Principal Meridian, and the North 2 of the Northeast 1/4 of Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, together with rights of Ingress and egress to and from said pipe line or lines or any of them.
- T 14. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Webster Property Group, LLC an Illinois limited liability company and Frankfort Square Park District, a unit of local government, for purpose for flood water storage, storm water detention and utility lines, recorded on March 5, 2007 as Document No. R2007-34481, affects part of the Land.
- (See document for particulars)
- U 15. Terms, covenants, conditions and restrictions contained in the Village of Tinley Park, Ordinance No. 2010-0-011, annexing Property recorded April 9, 2010 as Document R2010-36578.
- (Affects part of the Land, see document for particulars)

END OF SCHEDULE B

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ALTA Owner's Policy (06/17/2006)



CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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ALTA Owner's Policy (06/17/2006)



(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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ALTA Owner's Policy (06/17/2006)



(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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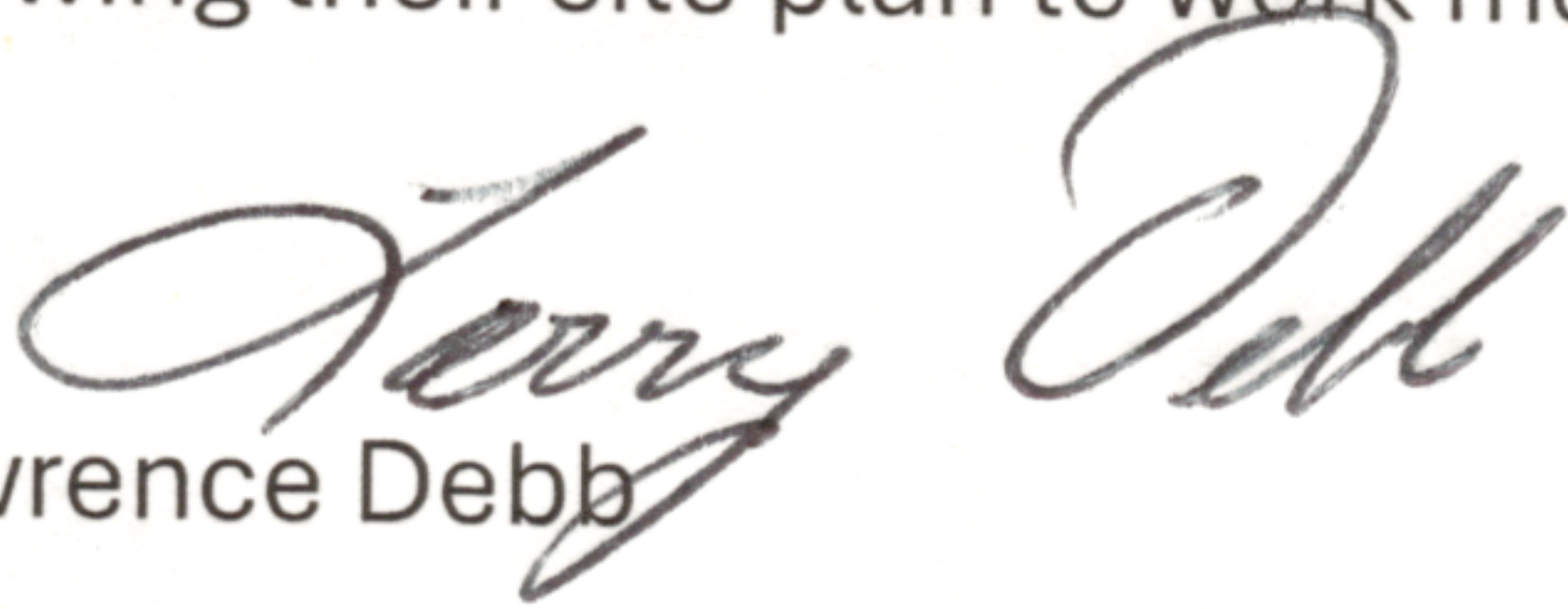
ALTA Owner's Policy (06/17/2006)



Date: September 26, 2025

To whom it may concern:

The transfer from lot one to lot four by Gas N Wash was made possible when Auto Nation cancelled their contract using the reason that “due to the new tariffs on autos, no new stores would be opened until the tariffs were removed and car sales went back up”. Lot four was Gas N Wash’s first choice because of the visibility from Harlem and the larger size allowing their site plan to work more efficiently.


Lawrence Debb



Petitioner

GSP Development Inc.

Property Location

SW Corner 191st St &
Harlem Ave Intersection
(excluding corner parcel)

7251-7551 191st St. &
19200 Harlem Ave.

PINs

19-09-122-000-110-0020
19-09-122-000-110-0010

Zoning

Current:

- Unincorporated Will County (AG)
- R-1 and R-2 (Single-Family Residential)

Proposed:

- B-3 PUD (General Business & Commercial)

Approvals Sought

- Rezoning
- Special Use Permit for a Planned Unit Development (PUD)
- Final Plat
- Site Plan Approval

Project Planner

Daniel Ritter, AICP
Comm. Dev. Director

PLAN COMMISSION STAFF REPORT

December 5, 2024 – Public Hearing



Brookside Creek Retail Center Planned Unit Development

SW Corner of 191st Street & Harlem Avenue
7251-7551 191st St. & 19200 Harlem Ave.

EXECUTIVE SUMMARY

The Petitioner, GSP Development Inc., is requesting:

- Rezoning to B-3 (General Business and Commercial)
- Special Use Brookside Creek Shopping Center Planned Unit Development
- Final Plat of Subdivision
- Site Plan Approval

The approximately 71.9-acre site (±55 acres of the land to be annexed) will be designed to attract different types of commercial users to the area through the regulations adopted in the PUD Ordinance. The proposal will set up the overall commercial plaza design and will be developed in phases with lots sold to and developed by individual developers or businesses. The shopping center is anticipated to be anchored by a grocery store at the center and surrounded by commercial outlots, similar in layout to Brookside Marketplace. Expected outlot users include Gas N Wash, McDonald's, AutoNation, a coffee shop, and more. The development is expected to provide complementary retail and food options for area residents and the Entertainment District area, including those visiting the future TopGolf, nearby Credit Union One Amphitheater, and hotels.

The property has several complexities that have led it to being undeveloped for many years. Those issues include wetlands, a creek, floodplain, soil quality, and limited access. The proposed site has been designed to mitigate those issues as best as possible, while also keeping a substantial buffer of landscaping and space between the proposed development and existing residential homes to the south and west of the site.

EXISTING SITE & HISTORY

The proposed development is located at the southwest corner of 191st Street and Harlem Avenue (excluding the parcel at the hard corner). The proposed development property totals 71.9 acres, with ±55 acres in unincorporated Will County and the eastern ±17 acres previously annexed into the Village of Tinley Park in 1969 and 1990.

The subject property has historically been farmland. There was a deteriorated residential structure that was demolished in 2013 at the northwest corner of the site. The property was owned by Lincoln-Way High School District 210 since 1996, who originally had plans to construct Lincoln Way North or an administrative campus on the land. Once the district's plans changed to build the new high school further south on Harlem Avenue, it was marketed for development to compliment the Brookside Marketplace and surrounding commercial development along Harlem Avenue. Conceptual plans for Walmart, Sam's Club, and Woodman's grocery store have been proposed over the years and ultimately not approved or completed due to technical or financial feasibility issues.

Development of the parcel has been difficult due to several land-related issues including existing creek and pipeline locations, wetlands, floodplain, and poor soils. Additionally, the development has limited access points and signal locations. The existing traffic signal used for Brookside Marketplace cannot be used due to alignment with the existing creek. These site development hurdles have taken time to engineer and have added significant time and costs to the development of the land. The land was sold to the Petitioner in February 2022, where they have since worked with the US Army Corps, Will County DOT, IDOT, and their engineering team to find the best approach to develop the site.

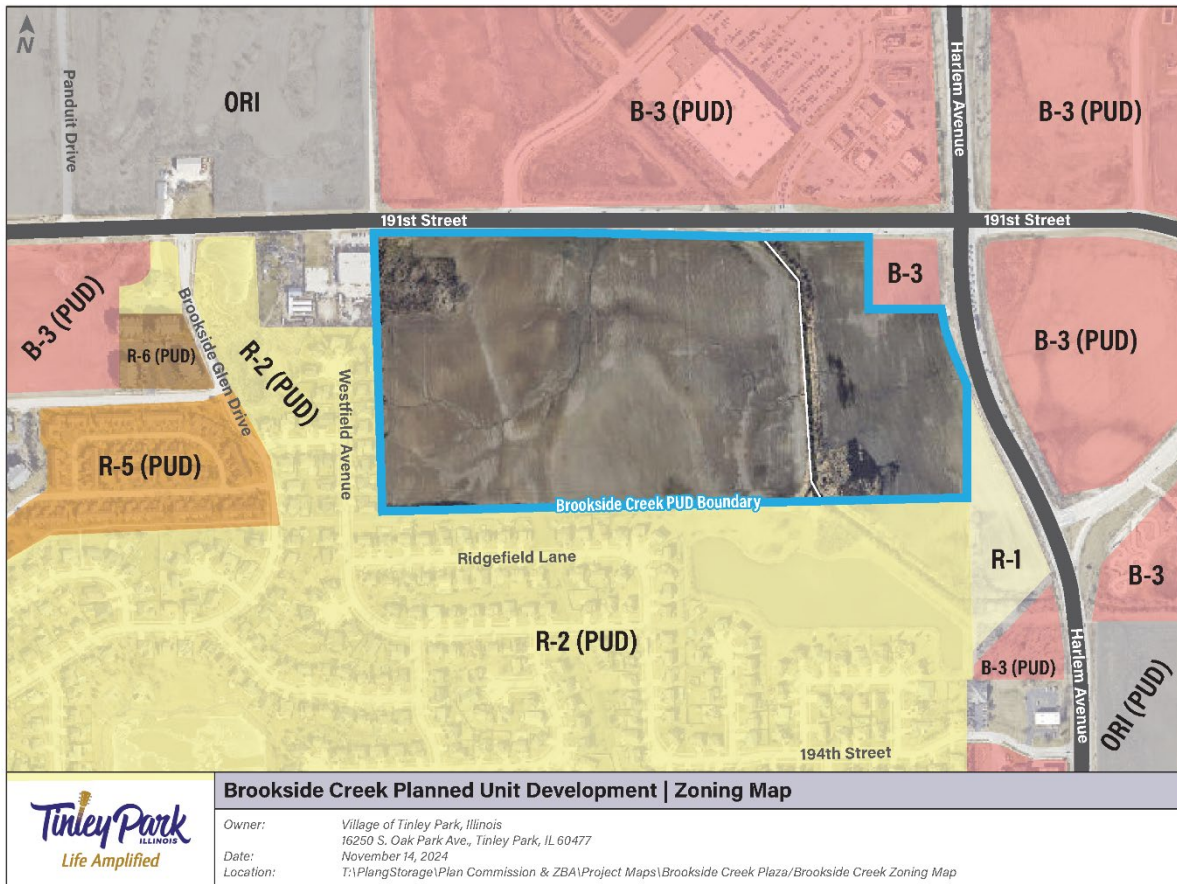


ZONING & NEARBY LAND USES

The subject property is partially located in unincorporated Will County zoned A-1, Agricultural and the other part is mixed between R-1 and R-2 (Single-family Residential) zoning. The lot on the hard corner is zoned B-3 (General Business and Commercial).

The land is immediately south of Brookside Marketplace, a shopping center anchored by Super Target and Kohls developed from 2004-2008. The land is west of the Credit Union One Amphitheater and the recently approved Odyssey Entertainment PUD, to be anchored by TopGolf. The area is easily accessed from the Harlem Avenue I-80 exit and is nearby to hotels, restaurants, the convention center, and other regional entertainment uses. To the south and west of the site are residential single-family homes that are part of the Brookside Glen subdivision constructed in the mid-2000s.

Direction	Zoning	Land Use
North	B-3 PUD (General Business & Commercial)	Brookside Marketplace Retail, Service & Restaurant Uses
East	B-3 PUD (Office and Restricted Industrial)	Top Golf and Odyssey Entertainment PUD Vacant Land
South	R-2 PUD (Single-family Residential)	Detached SF Homes & Park/Detention Pond
West	R-2 PUD (Single-family Residential) Unincorporated Will County	Detached SF Homes Office/Industrial Building



7201 191st Street Adjacent Development

The Petitioner's proposed development **does not include** the property at the hard corner of the intersection (7201 191st Street), which is separately owned by Webster Property Group, (the "Corner Parcel"). The Corner Parcel was zoned and approved in 2016 for a 19,722 sq. ft. multi-tenant shopping center building, though no permits have been issued nor construction initiated to-date (the approved site plan is shown as Figure 1 to the right).

Webster Property Group, the owner of the Corner Parcel, has submitted a letter of opposition through its attorney regarding the current zoning requests, referencing certain "rights" outlined in the 2016 Development Agreement (2016-R-011). However, Staff and legal counsel emphasize that the Development Agreement ("DA") does not affect zoning rights of the adjacent property under consideration. Therefore, the Petitioner's requests should be evaluated independently based on the merits and compliance with the required standards. A few items with the letter of opposition are noted below:

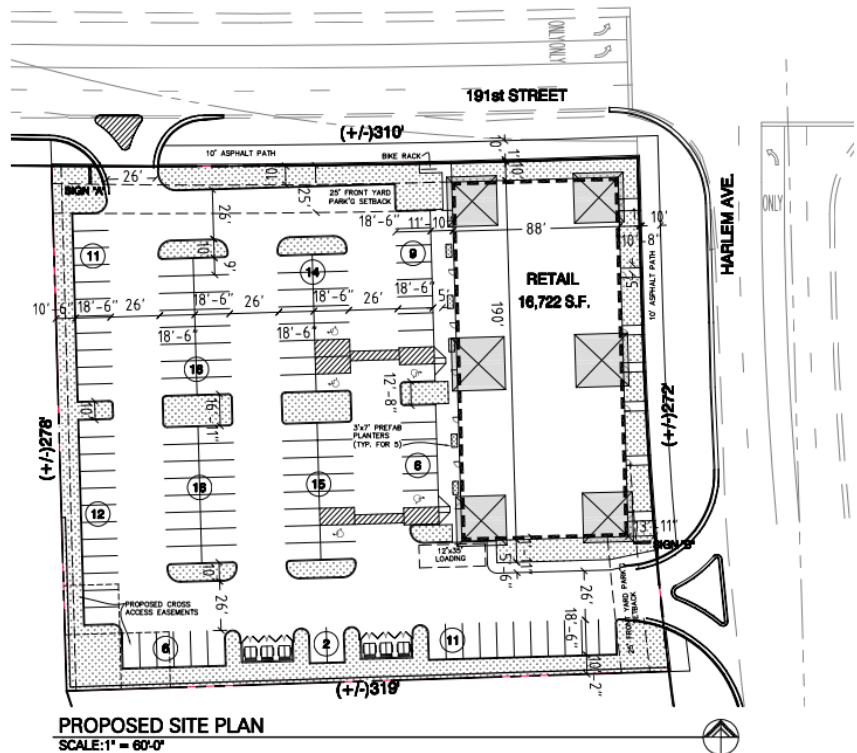


Figure 1: 2016 Approved Site Plan for 7201 191st St

1. The 2016 DA was executed by the Village and the developer of the Corner Parcel (Webster Prop. Group). The Petitioner, GSP Development Inc., which owns the land subject to the current zoning request, was not a party to the DA at the time (when the property was owned by Lincoln Way High School District 210) and has not been a party to the agreement since. The referenced DA does not grant any rights or impose any obligations on adjacent privately owned land.
2. The DA anticipated that Webster Property Group would develop the Corner Parcel as a commercial shopping center, as specifically approved and outlined in Exhibit 2 in the DA. The DA does not contemplate or authorize a gas station, which Webster Property Group now references as requiring certain access to the adjacent property for development. A gas station is not permitted by right in the B-3 zoning district and would require a Special Use Permit. To date, no complete application has been submitted for such a development. Any proposed changes would require all previous zoning approvals and the Development Agreement to be amended and reapproved for the new development.
3. The DA requires Webster Property Group to secure easements and establish a cross-access connection. This obligation was tied to their development of the outlot and anticipated future coordination with surrounding properties. The DA does not specify the timing, location, or type of access and leaves these details subject to negotiation between Webster Property Group and adjacent property owners. The responsibility for obtaining access rights lies solely with Webster Property Group, with no obligations imposed on the current zoning petitioner or neighboring property owners.
4. The Village's Zoning Ordinance mandates cross-access between development sites within the Urban Design Overlay District. However, cross-access cannot be established until a specific development proposal is submitted. For the adjacent lot (Lot 4) within the Petitioner's proposed development, compliance with this requirement will be evaluated and addressed as part of that lot's development proposal review.

5. The Village continues to encourage both property owners to collaborate on establishing a shared access point on 191st Street that aligns with the proposed developments and addresses each site's engineering challenges. The Village also has encouraged a recorded agreement to formalize how the parties will fairly share the upfront and ongoing costs of any connections or drive aisles, including design, permitting, construction, and ongoing maintenance costs.

REQUESTS

The Petitioner is proposing to establish a new Planned Unit Development (PUD) with the purpose of creating a commercial and retail shopping center, which will expand upon the Brookside Marketplace Shopping Center to serve as a regional shopping destination. To accomplish this goal, the Petitioner will be requesting annexation of part of the land from the Village Board. Additionally, they are requesting the following zoning entitlements for the property to be reviewed as part of the Plan Commission's public hearing:

1. **Rezoning (Map Amendment)** of all property to B-3 (General Business & Commercial)
2. **Special Use for a Planned Unit Development** to establish an entertainment district on the larger site.
3. **Final Plat of Subdivision.** The subdivision includes 7 lots for development and 3 outlots to be controlled by the Property Owner's Association.
4. **Site Plan Approval** of the overall layout, roadway, and common area.

REZONING AND SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT

The proposed PUD will have an underlying B-3 (General Business & Commercial) zoning district. The B-3 zoning district was chosen as the underlying zoning regulations and uses conform closest to the mix of retail and commercial uses that are proposed and will help to complement the existing Brookside Marketplace Shopping Center and regional entertainment district. Despite there being adjacent residential uses to the south and west, the overall design of the development has been proposed to permanently limit development in the areas closest to the neighboring residential uses. The closest developable lot is more than 300 feet from any home, with most around 500-800 feet away. The area between the commercial and residential developments will be open space and used for stormwater detention. The perimeter of the development area closest to residential areas will be landscaped with trees and shrubs to further buffer views from any adjacent homes. The potential for a small berm or fencing exists in this area to delineate the commercial development ponds and residential homes.

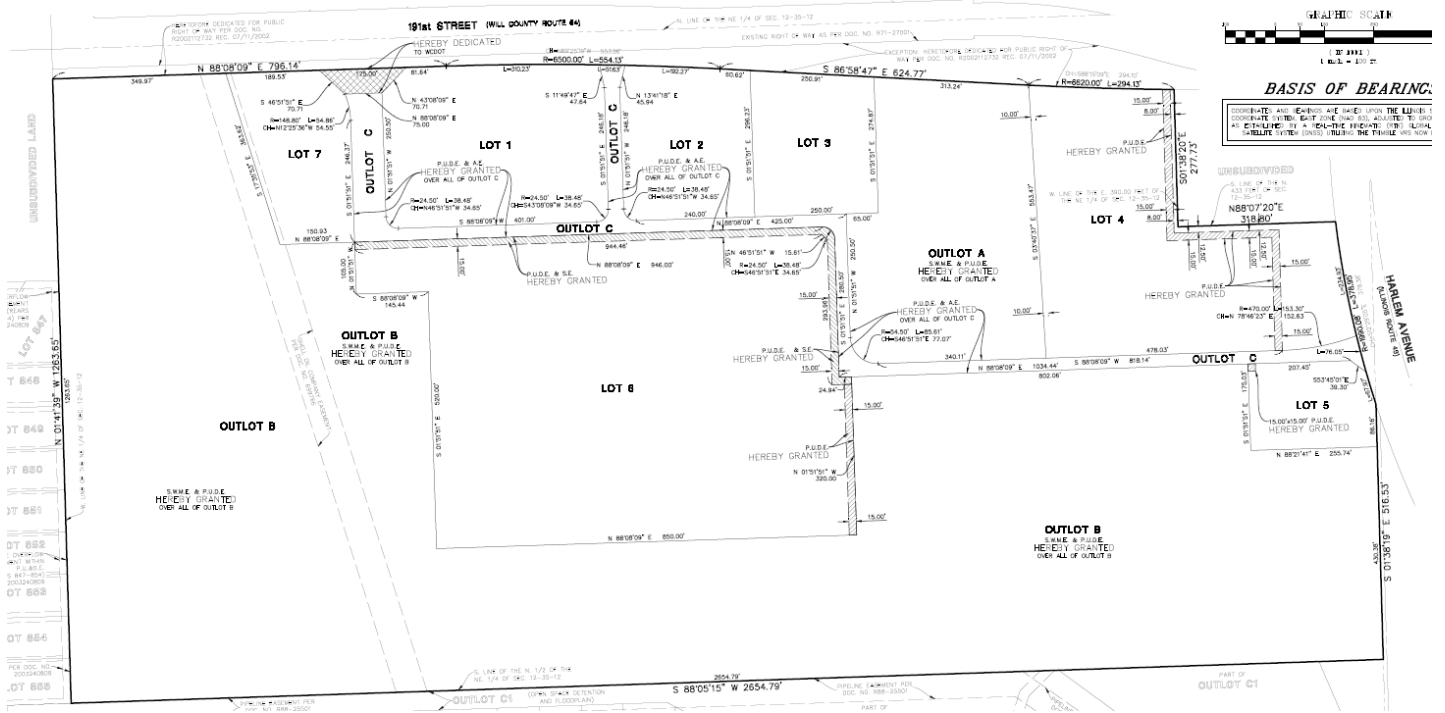
The existing Comprehensive Plan (2000) does not address the property well as it is shown as government/school land use due to ownership and plans at that time. There have been no plan updates since the school districts plans were changed and Lincoln Way North moved a mile south on Harlem Avenue where there was less traffic and more space. However, the area has been envisioned for commercial development since the early 2000's and following the success of the Brookside Marketplace development to the north.

The Petitioner is requesting a Special Use for a Planned Unit Development to create the Brookside Creek Retail Center Planned Unit Development. The development will largely conform to the underlying B-3 zoning with a few changes that will be built into the development plan. The PUD ordinance will also require that the development must conform to the specifications within the annexation agreement approved for the site by the Village Board. The purpose and intent of this request is to establish a cohesively planned commercial shopping district that compliments the surrounding entertainment uses along 191st Street and Harlem Avenue that will serve current resident needs and draws regional visitors.

INDEX NUMBER
09-12-200-011

FINAL PLAT OF SUBDIVISION
OF
BROOKSIDE CREEK RETAIL CENTER
SUBDIVISION

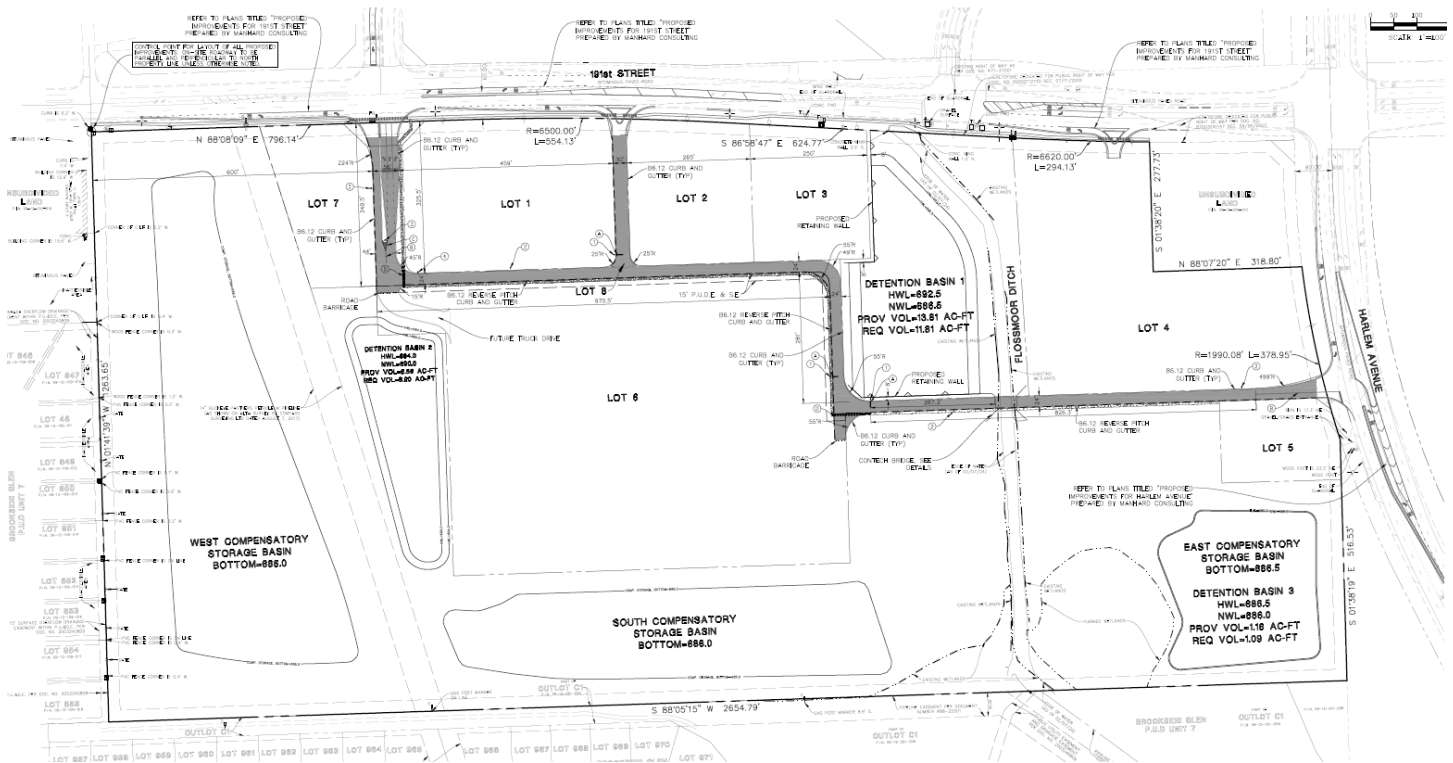
BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HILL COUNTY, ILLINOIS.



The Petitioner has provided a drafted final plat (below and attached) which illustrates how the land will be divided and developed. There will be 10 total lots within the site including 7 developable lots, 2 for stormwater detention, and 1 for the private internal roadway. The 3 outlots will be controlled by a Property Owner's Association (POA) with shared maintenance and cost responsibilities. In addition, a dormant SSA will be set up to ensure if the association fails to fulfill its responsibilities, the landowners will still pay for the maintenance of the overall development (detention, landscaping, roadway, etc.)

The proposal will have the roads, utilities, stormwater, and underlying development completed by GSP Development. The 7 lots will be "pad-ready" lots sold to individual developers. Any developer that wants to develop a specific lot(s) will have to apply for site plan and architectural approval along with any other zoning requests separately. As of this report, only one development has been submitted (Gas N Wash) but all lots are under contract. The overall development will thus be phased based on individual development timelines, but overall is expected to start in Spring 2025 and be completed by 2028. Anticipated lot uses are listed below but subject to change:

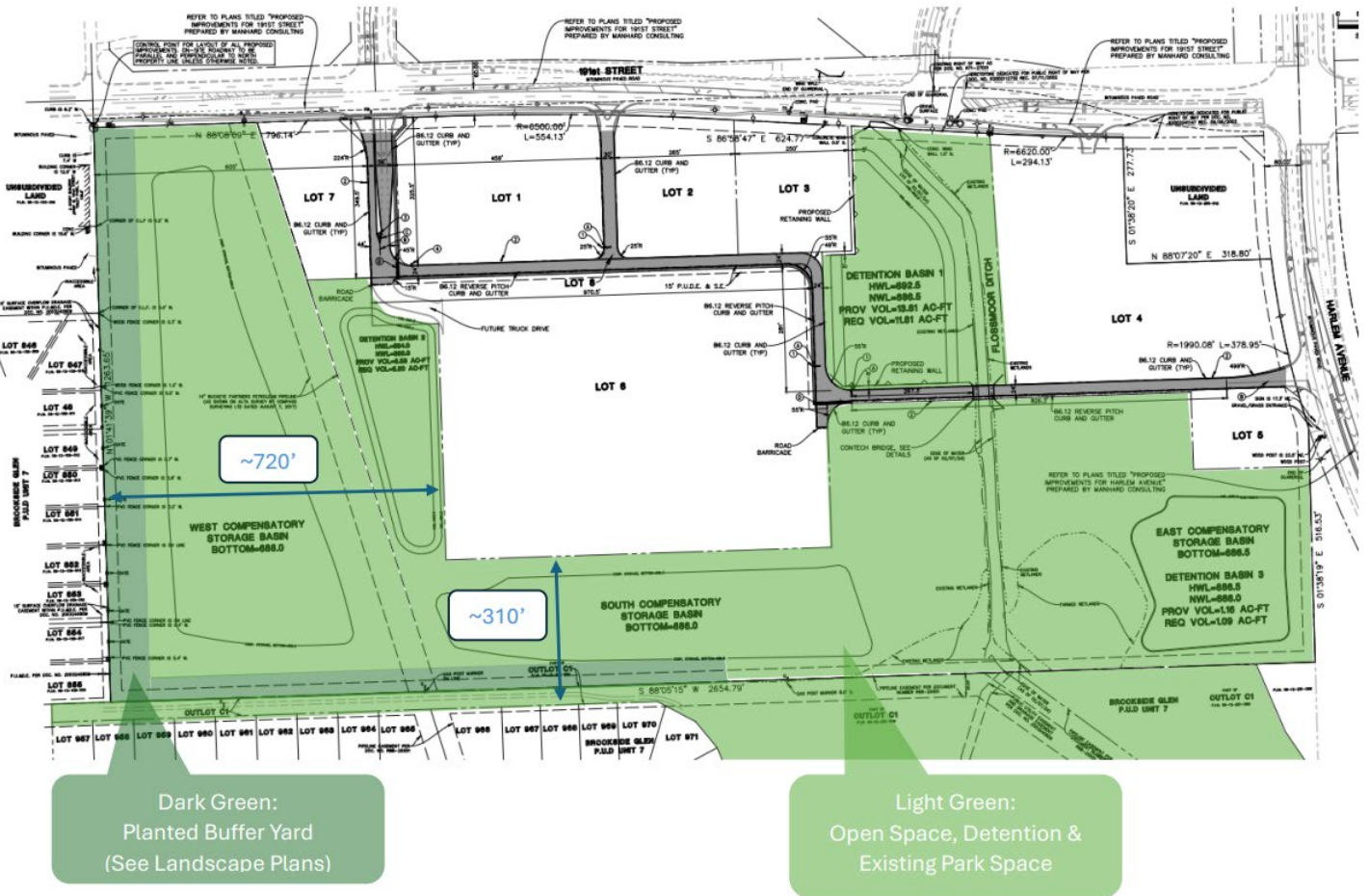
- Lot 1 – Gas N Wash (Formally Submitted)
- Lot 2 & 3 – Outlot In Contract with Grocer (Lot 6)
- Lot 4 – AutoNation Car Dealership
- Lot 5 – Coffee Shop w/ drive-thru
- Lot 6 – Grocer/Anchor Tenant
- Lot 7 – McDonald's



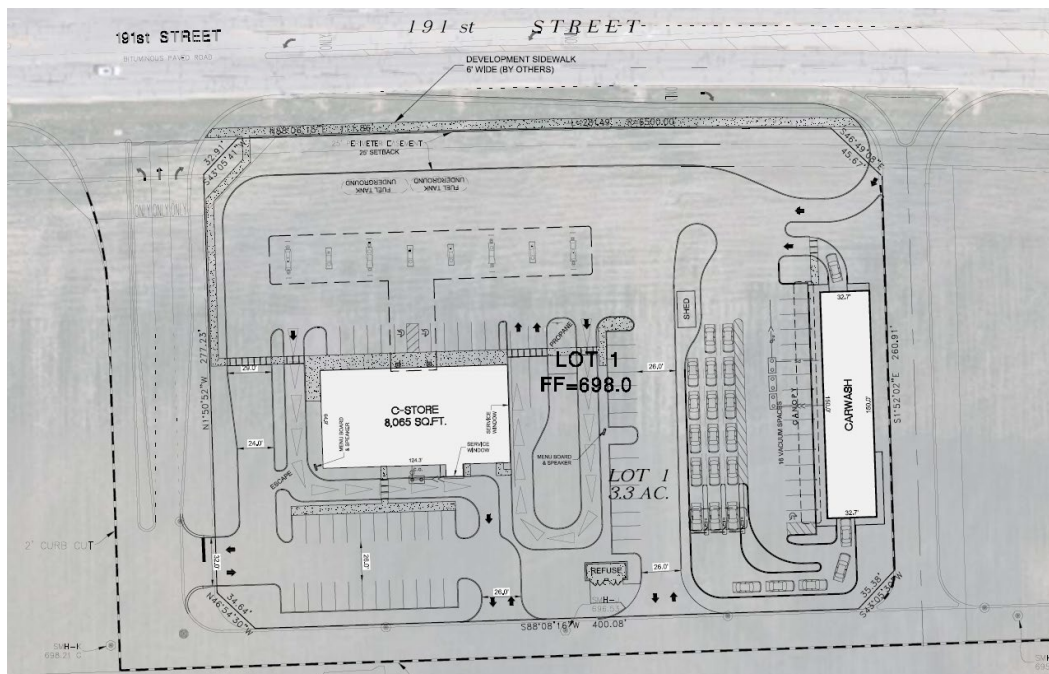
The overall center's lot design is specific to resolving some of the biggest engineering and cost hurdles that have plagued the property and prevented previous developments from succeeding. First, the plan includes limiting changes to land inundations, such as the wetlands, the creek, and where soil tests were less than optimal. Second, is providing stormwater detention in consolidated areas where it makes the most sense, including in existing floodplain areas. Third, was utilizing access points on 191st Street and Harlem Ave that align with existing roadways and connecting them with an internal road so that all lots can benefit from good access on the surrounding roadways.

Most important to the land planning was ensuring that the development respects the existing residential uses and placed the commercial development far away from those homes, while also providing enough space to add additional landscape buffer along the perimeter. To accomplish this, the development consolidates the development closest to 191st Street and Harlem Avenues. A perimeter buffer is proposed around the development where it is adjacent to residential uses. Additionally, the commercial lots will have additional landscaping requirements including perimeter buffers and screening on each site. The closest residential lots to any commercial development are those to the south of the development to Lot 6 (expected grocery or entertainment use). Those residential lots are more than 300 feet away from the commercial lot and the homes will be closer to 400 feet away from any commercial buildings. Additionally, there will be up to 2 separate landscape buffers to screen the development from homes. The park district path/pond buffers to the homes to the south and the developer is open to working with the park district on a substantial berm placement along the pathway. If the berm is not possible, the developer is also open to a fence along the south property line adjacent to the park district path to help differentiate between the path and the commercial development property. A recommended condition requiring one of the two options has been added to the PUD motion.

Open Item: Discuss the addition of a fence or berm along the south property line and park district trail. If the park district is amenable, a berm can be installed and if not, the developer would still be open to placing a fence at that location.



Gas N Wash has proposed to develop Lot 1 and a separate approval for that lot will be running concurrently with the PUD approval. The PUD will allow for a Gas Station with a Car Wash as a permitted use on Lot 1, while prohibiting it on other lots within the PUD. The concept plans are shown below with the development approval having a separate staff report and site approvals.





Master Planning

The goal of this development is to create a unified and interconnected commercial shopping center that is cohesive with the existing Brookside Marketplace and brings development that compliments the existing commercial and entertainment uses. The developer has proposed the attached plans as the master plan, which proposes the development of common areas for shared detention and private roadway access. However, each lot will have a separate developer. Overall, the PUD does not have specific architectural standards for materials or styling. However, there will be standards for common design elements related to ground signage, landscaping, and lighting.

Overlay Districts

The site is located within the Urban Design Overlay District. Staff is proposing that the developments within this PUD are exempt from the provisions of the Zoning Ordinance. This exemption allows for greater flexibility for large-scale commercial use development. However, all applicants must demonstrate meeting the intent of the UD-1 Urban Design Overlay District, particularly with walkability and connectivity across the different sites within and outside of the PUD. Curb cut access points must be limited to as few as possible and cross-access drives are situated to encourage fewer vehicle movements on public and private streets.

Land Uses

The B-3 (General Business & Commercial District) provides a list of permitted, special, and prohibited uses which encourage high traffic volume commercial development. The B-3 zoning used will generally regulate the allowable uses within this development, with a few exceptions noted below that ensure the uses stay compatible with the proposed and existing retail environment of the area.

Permitted Uses Added	Permitted uses removed (Prohibited in PUD)	Special uses removed (Prohibited in PUD)
Service Station with an accessory Car Wash on Lot 1 (moved from Special Uses) New and Used Vehicle sales/rental, internal and external displays	Currency exchanges Educational Facilities, vocational Funeral homes and mortuaries Banks and banks with drive-thru facilities	Automobile repair shops and body shops Flea markets Service Station with an accessory Car Wash, except on Lot 1 Tobacco Store, as a principal use

Signage

Individual lot signage will generally need to comply with the regulations outlined in Section IX of the Zoning Ordinance. If changes are proposed, a sign plan must be provided for the PUD that utilizes similar design elements and shared and/or centralized signage. However, the developer is proposing a uniform monument sign that will advertise all developments at the entrances. Proposed PUD regulations for the monument signs include the following:

1. Number of Signs: A maximum of 3 monument signs may be constructed for the overall development, not more than one per public roadway access point (curb cut) and at least 200 feet from another monument sign.
2. Size: The monument sign size be limited to a maximum of 200 square feet, with 120 square foot max being the sign panels, and shall be similar in design to the example provided (Example: Town Square Wheaton).
3. Height: Signs may not exceed 20 feet in height.
4. Base: The signs shall have a solid base constructed with primarily brick or stone masonry treatments.
5. Landscaped Base Signs shall have substantial landscaping installed at the base to create attractive entrances to the center, similar to Brookside Glen.
6. Development Name: Signs shall have the development area/Shopping center name ("Brookside Creek") on them.
7. Off-site allowances: Any tenant or business within the PUD may advertise on the PUD development signs, which shall be managed by the developer and subsequently the Property Owner's Association.
8. Common Ownership/Maintenance: Monument signs must be placed on an outlot or recorded easement controlled by the Property Owner's Association.



Additionally, the developer has asked for an allowance for additional temporary development signs to advertise the development coming soon and any parcel availability. The allowance will allow for two 200 square foot temporary development signs to be removed after the last development starts but no later than 10 years from the start of construction. The number and size of the signs is comparable to other new comparable developments of this size and scale.



Parking, Loading, and Access

Developments within the PUD will be exempt from the prescribed minimum parking requirements of the Zoning Ordinance. Instead, each applicant must demonstrate adequate on-site, shared, or off-site parking capacity will be provided or available. The Plan Commission will evaluate the number of parking spaces available or proposed and may require increases or decreases as the body sees fit. A parking study or sufficient proof of parking requirements for each site must be provided. Shared parking is encouraged but shall only apply if there is common ownership, public ownership, or are permanent recorded cross-parking agreements that run with the land. Additionally, developments within the PUD must provide one on-site loading space, rather than the number prescribed in Zoning Ordinance.

Developments within the PUD will need to provide parking lot drive-aisles and access drives a minimum of 24 feet wide where two-way movements are proposed. Drive-aisles and access drives may be reduced to 15 feet where one-way movements are proposed. 90-degree Parking stalls must be 18 feet in length by 9 feet in width. Parallel parking stalls must be exactly 22 feet in length and 8 feet in width. Accessible parking must conform to the Illinois Accessibility Code. A turn exhibit must be provided indicating proper fire and delivery truck circulation through the site.

The existing signal utilized by Brookside Marketplace cannot be utilized since it aligns with the Creek. However, a second light that will be tied to that signal (and Harlem Ave signal) is being proposed to the west. The development

utilizes a private road that will run from Harlem Avenue to the new signal at 191st Street. The signal is proposed to align with the existing drive aisle on the north side of 191st Street that serves Brookside Marketplace. Developments within the PUD will provide cross access to any adjacent sites where possible. Cross access drives must be built to property lines and temporary utilization as parking may be permitted until the adjacent site completes the connection. Minor changes to Harlem Avenue are proposed to add a turn lane into the development.

Sidewalks and Roadways

6-foot-wide public sidewalks will be provided adjacent to the site on 191st Street and Harlem Avenue. Additionally, a private walkway network will be provided to connect the different developments internal to the overall shopping center and more efficient access to residents or customers walking to the area.

Building Materials

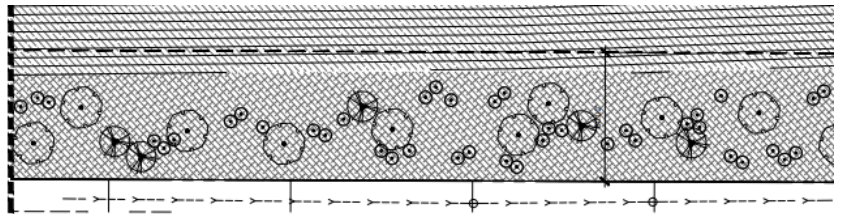
No changes to masonry or building code standards are proposed. Each development would come in with its own standards and request relief if they cannot comply with the requirements. There is no specific design standards proposed for the developments, but each would need to meet the masonry requirements for commercial structures and the architecture is reviewed by Plan Commission on any new construction to ensure it meets certain standards, including being compatible with surrounding development.

Landscaping

The proposed landscape plan shows locations of trees, bushes, and shrubs. Specific species are not shown at this time but would be required prior to permitting. The landscaping is placed around the perimeter adjacent to the residential single-family homes to the west and south. Most homes have existing fences and thus no private development fence is proposed. The homes will be 300-800 feet from the individual lots, which will also have additional landscaping installed on the commercial lots. The lot layout, distance from homes, and perimeter buffer will limit visibility to the different development parcel from any existing homes.

Right of way trees are proposed but no landscaping is otherwise proposed on the stormwater and comp storage lots. Additionally, plantings along the roadway frontages may be possible but there is limited space due to the significant need for stormwater detention and required slopes.

A raised berm has also been proposed by the developer along the board and dependent upon the park district's willingness to participate in adding he berm. The berm's height would be dependent on how much space is available and the allowable maximum slopes of the berm. A fence is an alternative option if the berm is not possible.

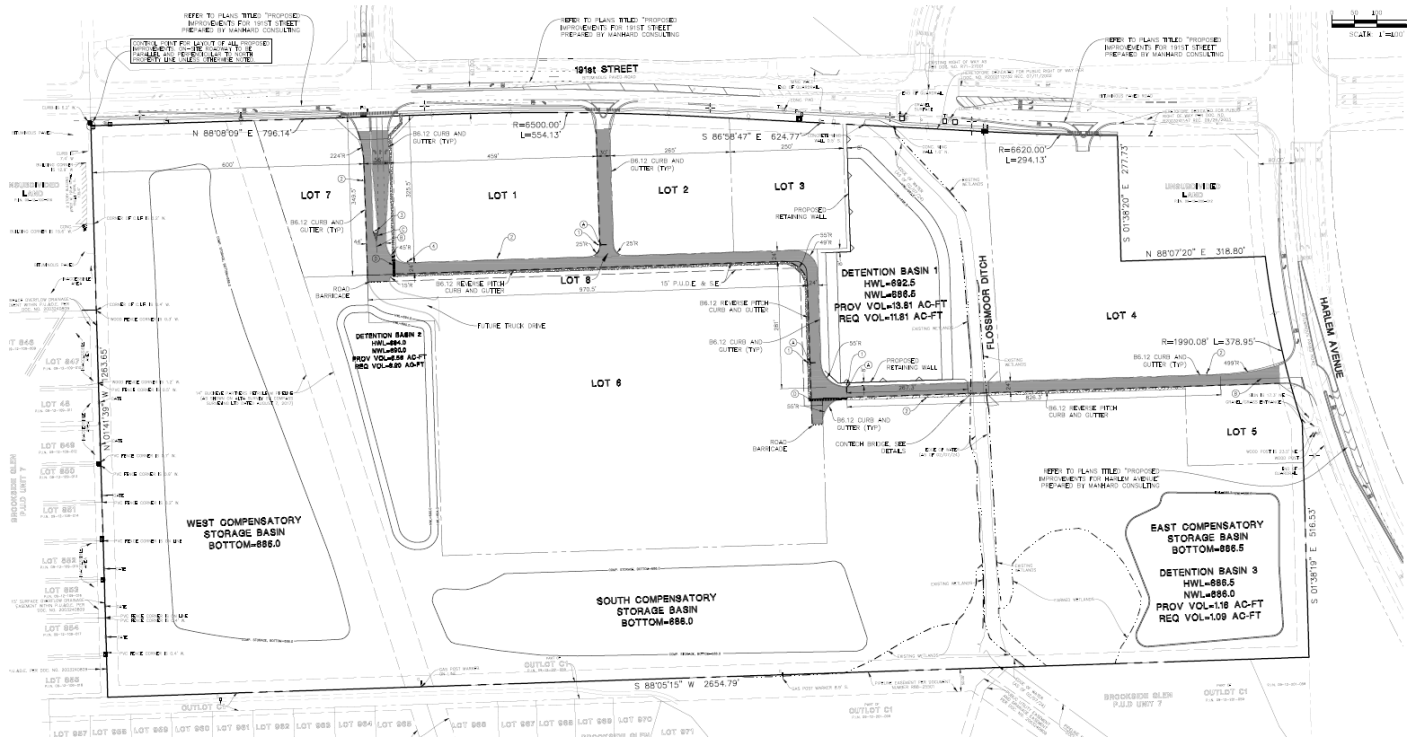


Lighting

A consistent lighting style of poles and fixtures will be used within the PUD and individual developments. While light heights and location may vary, this will keep a consistent look and lighting level across the development area.



FINAL PLAT OF SUBDIVISION



The Petitioner is requesting a Final Plat for the Brookside Creek Subdivision, which includes 7 lots, 3 outlots, and a right-of-way dedication to Will County DOTH for the proposed new signal at the northwest corner of the site. The Plat of Subdivision also establishes utility, stormwater, and access easements across the properties. The Plat is still under review by engineering and any approved Final Plat will be required to be approved by the Village Engineer and Village Attorney prior to recording as a condition of their approval.

The Petitioner will be establishing an association that will be responsible for the shared maintenance and upkeep of the detention ponds. An "dormant" Special Service Area (SSA) will also be established. These ensure that is the association ever fails its responsibilities; the village can recover costs from those landowners the improvements benefit. A condition of the rezoning and PUD, it will be included requiring the Petitioner assist in the establishment of the SSA and no will not oppose it.

PUD EXCEPTIONS

The proposed PUD includes several “Exceptions”, which are areas of the code the PUD plans do not comply with. The PUD plans will guide the development and ultimately supersede any code requirements. While it is not an all-inclusive list, the most notable Exceptions and PUD regulations are listed below:

1. Use Allowances different from B-3

Permitted Uses Added	Permitted uses removed (Prohibited in PUD)	Special uses removed (Prohibited in PUD)
Service Station with an accessory Car Wash on Lot 1 (moved from Special Uses)	Currency exchanges	Automobile repair shops and body shops
New and Used Vehicle sales/rental, internal and external displays	Educational Facilities, vocational	Flea markets
	Funeral homes and mortuaries	Service Station with an accessory Car Wash, except on Lot 1
	Banks and banks with drive-thru facilities	Tobacco Store, as a principal use

2. Exception from Urban Design Overlay District

The Urban Design Overlay District Regulations (Sec. V.D.2) shall not apply except the for the Access requirements in Sec. V.D.2.C

3. Exceptions from Sign Regulations

a. Monument Shopping Center Signs

- i. Number of Signs: A maximum of 3 monument signs may be constructed for the overall development, not more than one per public roadway access point (curb cut) and at least 200 feet from another monument sign.
- ii. Size: The monument sign size be limited to a maximum of 200 square feet, with 120 square foot max being the sign panels, and shall be similar in design to the example provided (Example: Town Square Wheaton).
- iii. Height: Signs may not exceed 20 feet in height.
- iv. Base: The signs shall have a solid base constructed with primarily brick or stone masonry treatments.
- v. Landscaped Base Signs shall have substantial landscaping installed at the base to create attractive entrances to the center, similar to Brookside Glen.
- vi. Development Name: Signs shall have the development area/Shopping center name (“Brookside Creek”) on them.
- vii. Off-site allowances: Any tenant or business within the PUD may advertise on the PUD development signs, which shall be managed by the developer and subsequently the Property Owner’s Association.
- viii. Common Ownership/Maintenance: Monument signs must be placed on an outlot or recorded easement controlled by the Property Owner’s Association.

b. Temporary Development Signs

- i. Two 200 square foot single side temporary development signs are permitted. These signs shall be removed after the last lot development starts but no later than 10 years from the start of site work/construction of the overall development.

4. Additional PUD Requirements

- a. Landscaping plans shall be coordinated to use consistent layout, design, and species across common area properties and privately developed lots to keep a consistent landscaped appearance across the PUD.

- b. Lighting shall be coordinated to use consistent layout, design, and manufacturer specs across common area properties (roadway) and privately developed lots to keep a consistent lighting design, lighting color, and light levels.

STANDARDS FOR REZONING (MAP AAMENDMENT) APPROVAL

The Zoning Code does not establish any specific criteria that must be met for the Village Board to approve a rezoning request. Likewise, Illinois Statutes does not provide any specific criteria. Historically, Illinois courts have used eight factors enunciated in two court cases. The following “LaSalle Standards” have been supplied for the Commission to consider.

- a. The existing uses and zoning of nearby property;
 - *The B-3 zoning is consistent with commercial uses in the area. The Brookside Marketplace property north of the subject property and the hard corner of the intersection are zoned B-3 and the area includes major commercial/retail development. Nearby access to major transportation corridors also makes the location viable for commercial and entertainment-oriented uses. The B-3 zoning will allow for anticipated uses for major commercial/retail development.*
- b. The extent to which property values are diminished by the particular zoning;
 - *The zoning change is not anticipated to lower any property values and will be far away from any homes with substantial landscape buffers in place.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *No property value reductions or complaining parties have been identified based upon a B-3. The B-3 zoning will allow for uses which will provide benefits to the community and visitors to the surrounding area.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *The B-3 zoning will allow for uses which will provide benefits to the community, such as retail that may enhance the health and welfare of the public. Dining and retail uses will further support the surrounding residential and entertainment uses to benefit residents and visitors of the area.*
- e. The suitability of the property for the zoned purpose;
 - *The property has sufficient access to roadways, utilities, and a location for general business and commercial uses at the intersection of two major roadways and less than a quarter mile from a major interstate interchange.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - *The lot has been vacant with little interest due to several land and development-related issues including wetlands, floodplain, poor soil, pipeline and creek inundations. The B-3 zoning allows the land to be developed at the highest and best use.*
- g. The public need for the proposed use; and
 - *The development will provide additional retail, dining, and entertainment opportunities for residents and visitors of the area. This commercial center will additionally provide new job opportunities with each individual development.*
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - *The area has been zoned has been zoned residential since its annexation (and as Agricultural for the unincorporated property). While there has been development interest, the land and access issues have created technical and financial hurdles that developers have found difficult to overcome. Future single-family residential use of the land is unlikely due to those issues and safety concerns with high-speed traffic.*

The rezoning to B-3 will be contiguous to the B-3 zoning of the Brookside Marketplace property which includes major commercial/retail development. At the intersection.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission when analyzing a Special Use request. Staff will provide draft Findings for the Commission's review in the next Staff Report.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The proposed Planned Unit Development will not be detrimental to the Village, its residents, or its visitors.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposed Special Use will not be injurious to the use or enjoyment of other properties in the immediate vicinity. There is a large setback of commercial development from surrounding residential properties. Additionally, the development will include landscape buffers from any residential properties. The proposal will not diminish or impair property values.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The proposed Special Use will not impede normal and orderly development and will instead enable the development of approximately 79 acres at a major gateway to the Village. Cross-access will be provided to neighboring properties from adjacent development lots.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The proposed Special Use will provide all necessary utility, transportation, and drainage facilities for the development to be safe and efficient.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
 - *All future development within the PUD will be reviewed to ensure safe and convenient ingress and egress to minimize congestion on major roadways. An Internal roadway system allows for access to the PUD as a whole and keep traffic off the public roads.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and
 - *The proposed Special Use will conform to all Village Codes and Ordinances not otherwise noted within the PUD Ordinance or documents.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- *The proposed Special Use will enable the development of approximately 79 undeveloped acres, which will generate substantial tax revenue for the Village and other local governments that rely on property taxes. The development will encourage additional retail, entertainment, and commercial development in the area. Individual lot developments will bring additional jobs to Tinley Park.*

STANDARDS AND CRITERIA FOR A PLANNED UNIT DEVELOPMENT

Section VII.C. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission for a Planned Unit Development (PUD). The Plan Commission is encouraged to consider these standards (listed below) as well as the Applicant's responses (attached) when analyzing the PUD request. Staff will provide draft Findings for the Commission's review in the next Staff Report.

- a. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village.
- b. The planned development will not substantially injure or damage the use, value and enjoyment of the surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan of the Village.
- c. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated.
- d. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police and fire protection.
- e. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.
- f. The street system serving the planned development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the planned development will be adequate to serve the residents or occupants of the proposed development.
- g. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities or common open space, the developer shall provide and submit as part of the application the method and arrangement whereby these private facilities shall be operated and maintained.
- h. The general development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non- residential uses and structures and public facilities as are necessary for the welfare of the planned development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the landowners within the development.
- i. The developer shall provide and record easements and covenants and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- j. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTIONS TO CONSIDER

If the Plan Commission wishes to act on the Petitioners' requests, the appropriate wording of the motions is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioners' proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan, it only moves the request forward for a vote. The conditions listed below are recommended by staff but can be added to, changed, or removed by the Commission based on their findings from the public hearing.

Motion 1 (Rezoning)

"...make a motion to recommend that the Village Board grant the Petitioner, GSP Development Inc., a Map Amendment (rezoning) of the approximately 79.1-acre property generally located on the south side of 191st Street and west side of Harlem Avenue (excluding the hard corner parcel that is commonly addressed as 7201 191st Street), from the existing R-1 and R-2 (Single-family Residential) and Unincorporated Will County AG (Agricultural) zoning districts to the B-3 (General Business & Commercial) zoning district, upon annexation of all parcels and adopt the Findings of Fact as proposed in the December 5, 2024 Staff Report."

Motion 2 (Special Use for the Brookside Creek Retail Center PUD)

"...make a motion to recommend that the Village Board grant the Petitioner, GSP Development Inc., a Special Use to establish the new Brookside Creek Retail Center Planned Unit Development in accordance with all plans and documents submitted and listed herein and adopt the Findings of Fact as proposed in the December 5, 2024, Staff Report, subject to the following conditions:

- 1. The Special Use is subject to approval of the annexation and rezoning of the land.*
- 2. The Petitioner must record final conditions, covenants, and restrictions (CC&R's) that have been reviewed and Approved by the Village Attorney prior to any transfer of ownership of any lot.*
- 3. The Petitioner and any future owners must agree to the Village establishing a special service area (SSA) to begin at the time of final approval. The special service area must be finalized with the County prior to the transfer of ownership of any lot.*
- 4. The final approval of all plans is subject to final engineering approval by the Village Engineer and any other jurisdictions, including but not limited to: Will County Department of Highways and Transportation, the Illinois Department of Transportation, the Metropolitan Water Reclamation District, US Army Corps of Engineers, and the Illinois Environmental Protection Agency.*
- 5. If a substantial berm cannot be established along the property lines, a 6-foot-high privacy style fence shall be installed along the property lines anywhere it does not exist, particularly to the south and the adjacent park district trail.*
- 6. Final photometric plans and light fixture details shall be submitted for the private road prior to permitting. All developments shall use the same light fixture and pole design within the PUD. A closely similar style may be approved by staff if the original manufacturer specs are no longer available."*
- 7. Landscape species, design, and layout shall be coordinated between common area properties and individual developments to keep a consistent appearance throughout the PUD.*
- 8. All PUD regulations, including use and signage allowances of the PUD are as noted in the December 5, 2024, staff report and attached documents and shall be incorporated into the PUD ordinance.*
- 9. The Annexation Agreement, as approved and amended by the Village Board shall be incorporated into the PUD ordinance.*

Motion 3 (Final Plat)

"...make a motion to recommend approval of the Final Plat for the "Brookside Creek Retail Center Subdivision", upon annexation of all property, in accordance with the final plat submitted and dated October 25, 2024, subject to final review and approval by the Village Engineer and Village Attorney."

Motion 4 (Site Plan)

“...make a motion to grant the Petitioner, GSP Development Inc., Site Plan Approval for the development of a seven lot retail and commercial development that includes outlots for an internal private road and centralized detention/stormwater areas, approximately 79.1-acre property generally located on the south side of 191st Street and west side of Harlem Avenue (excluding the hard corner parcel that is commonly addressed as 7201 191st Street), in accordance with the plans submitted and adopt Findings of Fact as proposed in the December 5, 2024 Staff Report, subject to the following conditions:

- 1. Site Plan approval is subject to the requested approvals by the Village Board including Annexation, Rezoning, Special Use for the PUD, and Plat Approval.*
- 2. The final approval of all plans is subject to final engineering approval by the Village Engineer and any other jurisdictions, including but not limited to: Will County Department of Highways and Transportation, the Illinois Department of Transportation, the Metropolitan Water Reclamation District, US Army Corps of Engineers, and the Illinois Environmental Protection Agency.*
- 3. If a substantial berm cannot be established along the property lines, a 6-foot-high privacy style fence shall be installed along the property lines anywhere it does not exist, particularly to the south and the adjacent park district trail.*
- 4. Landscape plans shall be updated with a final planting plan that shall be coordinated with the overall PUD and individual developments.*
- 5. Final photometric plans and light fixture details shall be submitted for the private road prior to permitting. All developments shall use the same light fixture and pole design within the PUD. A closely similar style may be approved by staff if the original manufacturer specs are no longer available*

LIST OF REVIEWED PLANS

	Submitted Sheet Name	Prepared By	Date On Sheet
1	Brookside Creek GSP Dev Combined Application.pdf	Petitioner	8/20/2024
2	7551 W 191st St - Project Summary and Contact List.pdf	Petitioner	n/a
3	Final Plat of Subdivision 10-25-24.pdf	Manhard Consulting	10/25/2024
4	Final Engineering Plans - Brookside Creek Retail Center 10-25-24.pdf	Manhard Consulting	10/25/2024
5	Preliminary Landscape Plan 10-25-24.pdf	Manhard Consulting	10/25/2024
6	Turning Template Exhibit - Brookside Creek Retail Center 10-25-24.pdf	Manhard Consulting	10/25/2024
7	Traffic Impact Study 10-08-24.pdf	KLOA, Inc.	10/8/2024
8	Sign and Lighting Information.pdf	Unite LTG	n/a

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2025-O-065

**AN ORDINANCE GRANTING A SPECIAL USE FOR THE BROOKSIDE CREEK
RETAIL CENTER PLANNED UNIT DEVELOPMENT AT 7251-7551 191ST STREET
AND 19200 HARLEM AVENUE (BROOKSIDE CREEK RETAIL CENTER)**

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

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois

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ORDINANCE NO. 2025-O-065

**AN ORDINANCE GRANTING A SPECIAL USE FOR THE BROOKSIDE CREEK
RETAIL CENTER PLANNED UNIT DEVELOPMENT AT 7251-7551 191ST STREET
AND 19200 HARLEM AVENUE (BROOKSIDE CREEK RETAIL CENTER)**

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, a planning and zoning general application requesting the granting of a Special Use to create the new Brookside Creek Retail Center Planned Unit Development (PUD) at 7251-7551 191st Street And 19200 Harlem Avenue, near the southwest corner of 191st Street and Harlem Avenue intersection but excluding the hard corner of 7201 191st Street in Tinley Park ("Subject Property"), has been filed by GSP Development Inc., on behalf of Tinley Park Land Development LLC ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on whether the special use for a Planned Unit Development should be granted on December 5, 2024, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 5-0 and has filed its report of findings and recommendations regarding the Special Use for a PUD and Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; 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 said Special Use for a PUD and a Substantial Deviation;

NOW, THEREFORE, BE IT ORDAINED 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 into this ordinance as findings of facts as if said recitals were fully set forth in this Section 1.

SECTION 2: The report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use for PUD and a Substantial Deviation, as set forth in Section VII.B.6. and Section X.J.5. of the Zoning Ordinance; the standards for granting a planned unit development set forth in Section VII.C of the Zoning Ordinance and set forth below; the special use standards set forth in Section X.J.5. of the Zoning Ordinance and set forth below, and the site plan and architecture guidelines set forth in Section III.U.6. of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

Section VII.C. Standards: No Planned Unit Development (PUD) shall be authorized by the Village Board unless the following standards and criteria are met:

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village;
- B. The Planned Unit Development will not substantially injure, or damage the use, value, and enjoyment of the surrounding property, nor hinder or prevent the development of surrounding property in accordance with the Land Use Plan of the Village;
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated;
- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police, and fire protection;
- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- F. The street system serving the Planned Unit Development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the Planned Unit Development will be adequate to serve the residents or occupants of the proposed development;
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities, or common open space, the developer shall provide and submit, as part of the application, the method and arrangement whereby these private facilities shall be operated and maintained;

- H. The general development plan shall contain such proposed covenants, easements, and other provisions relating to the bulk, location, and density of residential buildings, non-residential uses and structures, and public facilities as are necessary for the welfare of the Planned Unit Development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the landowners within the development;
- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably be required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion; and
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The proposed Special Use will not be detrimental to the Village, its residents, or its visitors.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The proposed Special Use will not be injurious to the use or enjoyment of other properties in the immediate vicinity. There is a large setback between the proposed commercial development and surrounding residential properties. Additionally, the development will include landscape buffers from any residential properties. The proposal will not diminish or impair property values.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
The proposed Special Use will not impede normal and orderly development and will instead enable the development of approximately 72 acres at a major gateway to the Village. Cross-access will be provided to neighboring properties from adjacent development lots.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The proposed Special Use will provide all necessary utility, transportation, and drainage facilities for the development to be safe and efficient.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
All future development within the PUD will be reviewed to ensure safe and convenient ingress and egress to minimize congestion on major roadways. An internal roadway system allows for access to the PUD as a whole and keeps traffic off the public roads.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such

conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

Except as may be otherwise provided in the annexation and development agreement for the proposed commercial development, this ordinance or other related site-specific ordinances, the proposed Special Use will conform to all applicable Village Codes and Ordinances.

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The proposed Special Use will enable the development of approximately 72 undeveloped acres, which will generate substantial tax revenue for the Village and other local governments that rely on property taxes. The development will encourage additional retail, entertainment, and commercial development in the area. Individual lot developments will bring additional jobs to Tinley Park.

SECTION 3: A Special Use Permit for a Substantial Deviation is hereby approved for the following described property:

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NO. R2002-1 12732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL, LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

PINs: 19-09-12-200-011-0010 & 19-09-12-200-011-0020

Commonly known as: 7251-7551 191st Street and 19200 Harlem Avenue, Tinley Park, Illinois (Southwest corner of 191st Street and Harlem Avenue, excluding the hard corner of 7201 191st Street)

SECTION 4: A Special Use Permit for a Final Planned Unit Development for the Brookside Creek Retail Center at the Subject Property, in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**, and subject to the following conditions, is hereby granted:

1. The purpose and intent of this PUD is to develop a cohesive district with commercial and retail-type uses contained within a built form that supports both vehicular and pedestrian travel of nearby residents and visitors.
2. The base zoning within this PUD is B-3, General Business and Commercial. The development standards of the B-3 zoning district will apply to all developments within the PUD, unless otherwise stipulated in the annexation and development agreement for the proposed commercial development, this ordinance, other related site-specific ordinances or an amendment to this ordinance.
3. The land uses permitted within the proposed commercial development will be consistent with the Zoning Ordinance use allowances for the district except as noted in the table attached as **Exhibit B**.
4. This PUD exempts the project from the UD-1 Urban Design Overlay standards in the Zoning Ordinance Sec. V.D.2., except the for the Access requirements in Sec. V.D.2.C, which will remain in effect. However, the intent of this exemption is to reduce the number of variations/exceptions from the specifics of the UD-1 overlay, rather than ignore the purpose and intent of the overlay. The overall PUD Master Plan and individual lot site design must prioritize pedestrian travel over automobile travel and must be designed in a manner that provides a safe and pleasant pedestrian environment.
5. A Special Service Area (SSA) shall be established over the development in accordance with the annexation and development agreement for the proposed commercial development. This shall be finalized with the county prior to any transfer of ownership or any lots, closings, or occupancy permits being issued or, if not finalized before such time, consented to in writing by all lot buyers and transferees.
6. The final approval of all plans is subject to final engineering approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Cook County DOT, MWRD, and IEPA.
7. A berm shall be established along the perimeter landscape buffer area of the Subject Property, perimeter fencing may be constructed along the perimeter of the Subject Property, and internal fencing shall be established on certain lots in the proposed commercial development, in accordance with the annexation and development agreement for the development.

8. Landscaping plans shall be coordinated to use consistent layout, design, and species across common area properties and privately developed lots to keep a consistent landscaped appearance across the PUD.
9. Lighting shall be coordinated to use consistent layout, design, and manufacturer specs across common area properties (roadway) and privately developed lots to keep a consistent lighting design, lighting color, and light levels.
10. Any requirements listed in the annexation and development for the proposed commercial development approved on January 21, 2025, shall also be incorporated into and constitute regulations of the PUD.
11. The following Development-wide signs are permitted (Examples in **Exhibit C**):
 - a. Monument Shopping Center Signs
 - i. Number of Signs: A maximum of 3 monument signs may be constructed for the overall development, not more than one per public roadway access point (curb cut) and at least 200 feet from another monument sign.
 - ii. Size: The monument sign size be limited to a maximum of 200 square feet, with 120 square foot max being the sign panels, and shall be similar in design to the example provided (Example: Town Square Wheaton).
 - iii. Height: Signs may not exceed 20 feet in height.
 - iv. Base: The signs shall have a solid base constructed with primarily brick or stone masonry treatments.
 - v. Landscaped Base Signs shall have substantial landscaping installed at the base to create attractive entrances to the center, similar to Brookside Glen.
 - vi. Development Name: Signs shall have the development area/Shopping center name ("Brookside Creek") on them.
 - vii. Off-site allowances: Any tenant or business within the PUD may advertise on the PUD development signs, which shall be managed by the developer and subsequently the Property Owner's Association.
 - viii. Common Ownership/Maintenance: Monument signs must be placed on an outlot or recorded easement controlled by the Property Owner's Association.
 - b. Temporary Development Signs
 - i. Two 200 square foot single side temporary development signs are permitted. These signs shall be removed after the last lot development starts but no later than 10 years from the start of site work/construction of the overall development.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval and publication as required by law.

SECTION 7: The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form.

PASSED THIS 21st day of January 2025.

AYES: Brady, Brennan, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: Mahoney

APPROVED THIS 21st day of January 2025.

ATTEST: 
VILLAGE CLERK


VILLAGE PRESIDENT

Exhibit A – List of Reviewed Plans

Per the December 5, 2024, Plan Commission Hearing Staff Report

	Submitted Sheet Name	Prepared By	Date On Sheet
1	Brookside Creek GSP Dev Combined Application.pdf	Petitioner	8/20/2024
2	7551 W 191st St - Project Summary and Contact List.pdf	Petitioner	n/a
3	Final Plat of Subdivision 10-25-24.pdf	Manhard Consulting	10/25/2024
4	Final Engineering Plans - Brookside Creek Retail Center 10-25-24.pdf	Manhard Consulting	10/25/2024
5	Preliminary Landscape Plan 10-25-24.pdf	Manhard Consulting	10/25/2024
6	Turning Template Exhibit - Brookside Creek Retail Center 10-25-24.pdf	Manhard Consulting	10/25/2024
7	Traffic Impact Study 10-08-24.pdf	KLOA, Inc.	10/8/2024
8	Sign and Lighting Information.pdf	Unite LTG	n/a

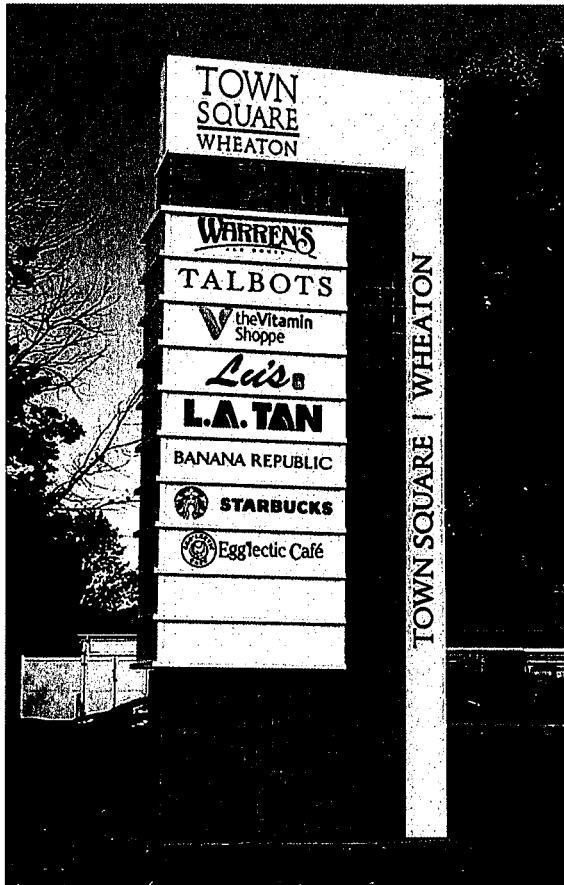
Exhibit B – PUD Allowable Use Chart

ALL USES SHALL MIRROR B-3 USES AS AMENDED EXCEPT THE FOLLOWING SHALL SUPERCEDE THE CURRENT AND FUTURE ZONING ALLOWANCES:

Permitted Uses Added	Permitted uses removed (Prohibited in PUD)	Special uses removed (Prohibited in PUD)
Service Station with an accessory Car Wash on Lot 1 (moved from Special Uses) New and Used Vehicle sales/rental, internal and external displays	Currency exchanges Educational Facilities, vocational Funeral homes and mortuaries Banks and banks with drive-thru facilities	Automobile repair shops and body shops Flea markets Service Station with an accessory Car Wash, except on Lot 1 Tobacco Store, as a principal use

Exhibit C – Sign Examples

Per the December 5, 2024, Plan Commission Hearing Staff Report



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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2025-O-065, “AN ORDINANCE GRANTING A SPECIAL USE FOR THE BROOKSIDE CREEK RETAIL CENTER PLANNED UNIT DEVELOPMENT AT 7251-7551 191ST STREET AND 19200 HARLEM AVENUE (BROOKSIDE CREEK RETAIL CENTER)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January 2025.



NANCY M. O’CONNOR, VILLAGE CLERK