



# AGENDA

## REGULAR VILLAGE BOARD MEETING

January 28, 2020

7:00 PM

### **1. CALL TO ORDER**

### **2. PLEDGE OF ALLEGIANCE**

#### **INVOCATION**

### **3. APPROVAL OF MINUTES OF JANUARY 14, 2020**

### **4. MAYOR & BOARD OF TRUSTEES' REPORT**

### **5. ACCOUNTS PAYABLE WARRANT: JANUARY 28, 2020 \$ 1,016,347.60**

### **6. CONSENT AGENDA**

- a. Consideration of a request from Community Consolidated School District 59 to waive 2019 and 2020 Alarm License Fees in the amount of \$50.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.

(The Director of Finance has recommended approval.)

- b. Consideration of a request from the Prairie Lake School, located at 404 E. Devon Avenue, to waive 2020 alarm license fees in the amount of \$25.

(The Prairie Lake School is seeking a waiver of 2020 alarm license fees related to the school's resale of food.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.

(The Director of Finance has recommended approval.)

- c. Consideration to award a professional service contract to the lowest responsive and responsible bidder Tiles in Style, LLC of Naperville, IL for the Carpet Replacement - Public Safety Building & Fire Administration Project in the amount of \$85,258.75 from the Capital Fund.

(On Thursday, January 17, 2020 the Village opened sealed bids for the Carpet Replacement - Public Safety Building & Fire Administration project.

(The project consists of the removal and installation of approximately 9,000 square feet of carpet at the Village's Public Safety Building and Fire Administration offices and all incidental and collateral work necessary to complete the project.

(A total of six (6) contractors obtained contract documents, with two (2) submitting bids.

(The lowest responsive and responsible bid was received from Tiles in Style, LLC of Naperville, IL in the amount of \$81,758.75. The bid included an optional item to replace all of the cove base in each area the carpet replacement was taking place. The contractor's total price for cove base replacement, of \$3,500, was deemed favorable.

(Adequate funds are available in the Capital Projects Fund

(The Director of Public Works recommends approval.)

- d. Consideration to award a professional service contract to Civiltech Engineering, Inc. of Itasca, IL for Phase II Engineering Services for the roadway improvements to Arlington Heights Road from Newport Avenue to Brantwood Avenue in the amount of \$379,799.80 from the Capital Project Fund.

(The Village is proposing roadway improvements to Arlington Heights Road from Newport Avenue to Brantwood Avenue.

(This section of Arlington Heights Road is under the jurisdiction of Cook County.

(The Village will fund the engineering design, while construction and construction engineering will be shared between the Village and County based on a future Intergovernmental Agreement.

(Civiltech Engineering submitted a proposal in the amount of \$379,779.80.

(The scope of service will include analyzation of existing pavement condition: assess drainage issues and storm sewer conditions; evaluate sidewalk and ADA ramp conditions; provide soil testing and management assistance; structural wall study; permitting through Cook County Department of Highway and Transportation; and preparation of final plans and contract bid documents.

(Civiltech Engineering, Inc. has successfully completed design for similar projects for the Village.

(Adequate funds are available in the Capital Project Fund.

(The Director of Public Works recommends approval.)

- e. Consideration to award a purchase contract to Vehicle Service Group, LLC of Madison, IN for the purchase of a set of mobile column truck lifts in the amount of \$70,055.18.

(In the FY20 budget, funds have been allocated to purchase a set of mobile column truck lifts for the fleet activity of Public Works.

(These lifts will be used primarily for the repair and maintenance of class 7 & 8 trucks in use by the Fire and Public Works Departments.

(Rotary Lifts are available through Sourcewell contract 061015-RRL from Rotary's Vehicle Service Group, LLC, in the amount of \$70,055.18. Delivery, setup and training is included.

(Adequate funds are available in the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- f. Consideration to increase a professional services contract to Engineering Resource Associates, Inc. of Warrenville, IL for design engineering and permitting of Rohlwing Road Median and Gateway Enhancement project in the amount of \$59,869.90 for a total contract amount of \$143,911.43 from the Capital Projects Fund.

(A professional service contract was awarded to Engineering Resource Associates, Inc. of Warrenville, IL for phase II engineering services for the Rohlwing Road Median and Gateway Enhancements in the amount of \$84,041.53.

(During the design phase of this contract, the following additions were made to the original scope of work; rehabilitation of the decorative crosswalks and ADA ramp improvements at the cross street intersections and landscape improvements to the parkways from Devon Avenue to White Trail.

(In addition, during the permit review process the State made a design change request requiring additional engineering and survey work, beyond what was not originally anticipated for the landscape improvement project.

(These modifications to the original contract have exceeded 10% and the adjustment limit set per the Village purchasing policy.

(Adequate funds are available in the Capital Project Fund.

(The Director of Public Works has recommended approval.)

- g. Consideration to adopt Ordinance No. 3648 to rezone property located at 228 E. Devon Avenue, Elk Grove Village from B-3 Automotive Oriented Business District to I-1 Industrial District (Seefried Industrial Properties).

(This item was discussed at the January 14, 2020 Village Board Meeting and currently appears under Unfinished Business.)

- h. Consideration to adopt Ordinance No. 3649 rezoning certain property from I-1 Restricted Industrial District to the B-2 Business District; resubdividing the property from one (1) lot to three (3) lots; granting variations of the zoning ordinance pertaining to building heights and required loading spaces and setting forth required conditions for property development (1600 Oakton Street).

(This item was discussed at the December 10, 2019 Village Board Meeting and currently appears under Unfinished Business.)

- i. Consideration to adopt Resolution No. 4-20 approving the Final Plat of Resubdivision identified as SIP Devon Resubdivision (202-228 E. Devon Avenue).

(This item was discussed at the January 14, 2020 Village Board Meeting and currently appears under Unfinished Business.)

- j. Consideration to adopt Resolution No. 5-20 approving a Plat of Easement for emergency access between the Village of Elk Grove Village and the owners of record for 500-586 E. Devon Avenue (Elk Grove LLC & EG Retail, LLC).

(The Village requested an easement be dedicated to allow for emergency access of Village equipment, vehicles, and personnel from the Public Works Facility, 450 E. Devon Avenue to Tonne Road. The emergency access easement would only be utilized in circumstances where access to Devon Avenue is blocked.

(The Director of Community Development recommends approval.)

- k. Consideration to adopt Resolution No. 6-20 authorizing the Mayor and Village Clerk to execute a Declaration of Easements for the property located at 1600 E. Oakton Street.

(On August 13, 2019, the Village approved a Redevelopment Agreement between the Village of Elk Grove Village and Sunrise Retail Development, LLC for property located at 1600 E. Oakton Street.

(The Redevelopment Agreement provides for Sunrise Retail Development to redevelop the former Elk Grove Hotel property into three separate lots, the development of which shall be in phases.

(This Declaration of Easements addresses the necessary maintenance and repair considerations for shared parking, ingress and egress, and signage among these three lots.)

- l. Consideration to adopt Resolution No. 7-20 authorizing the Mayor to execute a TIF Reimbursement Agreement with Shapra Group II, LLC and Equityroots, Inc. for the development of an Avid Hotel in the Higgins Corridor TIF District.

(Shapra Group II, LLC and Equityroots, Inc. are proposing to construct an Avid branded hotel by Inter-Continental Hotels Group.

(The proposed hotel development will be located at the northwest corner of the Elk Grove Technology Park.

(The hotel will be a modern configuration geared towards millennials who desire smaller guest rooms and more public space. The four story hotel has been proposed to have seventy-nine rooms and will cost approximately \$10 million to construct.

(As proposed, the hotel will provide an ideal venue for Elk Grove Technology Park tenants to host clients, vendors, and visitors.

(The amount of the proposed TIF Reimbursement that the Village shall pay to the Developer will be computed based upon the hotel tax paid on behalf of the hotel to the Village. The agreement runs for the first twelve years of operation, and the percentages are outlined in the agreement.

(The Deputy Village Manager recommends approval.)

- m. Consideration to adopt Resolution No. 8-20 authorizing the Mayor and Village Clerk to execute a License Agreement for the property located at 1600 E. Oakton Street.

(On August 13, 2019, the Village approved a Redevelopment Agreement between the Village of Elk Grove Village and Sunrise Retail Development, LLC for property located at 1600 E. Oakton Street.

(The Redevelopment Agreement provides for Sunrise Retail Development to redevelop the former Elk Grove Hotel property into three separate lots, the development of which shall be in phases, and will include renovation of the remaining portion of the vacated hotel building.

(This License Agreement provides for Sunrise Retail Development to begin removing debris and begin interior work on the vacated hotel building, prior to the Village conveying title to the property per the terms of the Redevelopment Agreement.)

**7. REGULAR AGENDA**

**8. PLAN COMMISSION** - Village Manager Rummel

**9. ZONING BOARD OF APPEALS** - Village Manager Rummel

**10. YOUTH COMMITTEE** - Trustee Franke

**11. BUSINESS LEADERS FORUMS** - Trustee Lissner

**12. CABLE TELEVISION COMMITTEE** - Trustee Lissner

**13. HEALTH & COMMUNITY SERVICES** - Trustee Czarnik

**14. INFORMATION COMMITTEE** - Trustee Lissner

**15. RECYCLING & WASTE COMMITTEE** - Trustee Feichter

**16. PARADE COMMITTEE** - Trustee Czarnik

**17. PERSONNEL COMMITTEE** - Trustee Franke

**18. JUDICIARY, PLANNING AND ZONING COMMITTEE** - Trustee Prochno

a. Telecommunication Facilities

**19. CAPITAL IMPROVEMENTS COMMITTEE** - Trustee Czarnik

**20. AIRPORT UPDATE**

**21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE** - Mayor Johnson

**22. SPECIAL EVENTS COMMITTEE** - Mayor Johnson

**23. LIQUOR COMMISSION** - Mayor Johnson

**24. REPORT FROM VILLAGE MANAGER**

**25. REPORT FROM VILLAGE CLERK**

**26. UNFINISHED BUSINESS**

- a. Village Attorney - Direct the Village Attorney to prepare the necessary documents for the rezoning at 228 E. Devon and resubdivision at 202-228 E. Devon.
- b. Village Attorney - Direct the Village Attorney to prepare the necessary documents for the rezoning and resubdivision at 1600 Oakton Street.

**27. NEW BUSINESS**

**28. PUBLIC COMMENT**

**29. ADJOURNMENT**

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REZONING PROPERTY LOCATED AT 228 E. DEVON AVENUE, ELK GROVE VILLAGE FROM B-3 AUTOMOTIVE ORIENTED BUSINESS DISTRICT TO I-1 INDUSTRIAL DISTRICT (SEEFRIED INDUSTRIAL PROPERTIES)**

---

**WHEREAS**, a Petition has been filed with the Village Clerk of the Village of Elk Grove Village seeking rezoning of property located at 228 E. Devon Avenue, Elk Grove Village, Illinois from B-3 Automotive Oriented Business District to I-1 Industrial District; and

**WHEREAS**, the Plan Commission of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of said rezoning; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Elk Grove Village after having considered the recommendation and finding of said Plan Commission, find and believe it to be in the best interest of the Village that said property be rezoned as requested.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage Illinois as follows:

**Section 1:** That the property located at 228 E. Devon Avenue be and the same is hereby rezoned from B-3 Automotive Oriented Business District to I-1 Industrial District.

Said property is legally described as follows:

LOT 12 (EXCEPT THE NORTH 210 FEET THEREOF) IN WILLIAM LUMPPS DEVON AVENUE FARMS, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1944, AS DOCUMENT NUMBER 13364273, IN COOK COUNTY, ILLINOIS.

**Section 2:** That the Village Clerk is hereby directed to amend the zoning map of the Village to reflect the rezoning as set forth herein.

**Section 3:** That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

Ord228Devontezone



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REZONING CERTAIN PROPERTY FROM I-1 RESTRICTED INDUSTRIAL TO THE B-2 BUSINESS DISTRICT; RESUBDIVIDING THE PROPERTY FROM ONE (1) LOT TO THREE (3) LOTS; GRANTING VARIATIONS OF THE ZONING ORDINANCE PERTAINING TO BUILDING HEIGHTS AND REQUIRED LOADING SPACES AND SETTING FORTH REQUIRED CONDITIONS FOR PROPERTY DEVELOPMENT (1600 OAKTON STREET)**

---

**WHEREAS**, the Plan Commission of the Village of Elk Grove Village, at a public hearing duly called and held, considered the question of rezoning of property located at 1600 Oakton Street from I-1 Restricted Industrial to B-2 Business; the resubdividing of the property from one (1) lot to three (3) lots and the granting of certain conditions of the Zoning Ordinance; and

**WHEREAS**, the Mayor and Board of Trustees, after reviewing the findings and recommendations of the Plan Commission, find and believe it to be in the best interests of the Village that the property be rezoned and resubdivided as requested and to grant the variations as recommended, subject to various development conditions as further recommended by the Plan Commission.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

**Section 1:** That the property located at 1600 Oakton Street, Elk Grove Village, Illinois, which property is legally described on Exhibit A, attached hereto, be and the same is hereby rezoned from the I-1 Restricted Industrial District to the B-2 Business District.

**Section 2:** That approval is hereby given to the Plat of Resubdivision identified as the 1600 Oakton Street Subdivision, a copy of said Plat being attached hereto.

**Section 3:** That pursuant to Public Hearing and the recommendation and findings of the Plan Commission, the Village hereby grants the following variations of the Zoning Ordinance:

- a. A variation of Section 7-1 of the Zoning Ordinance to permit a 44' building height on Lot 3 and a 53' building height on Lot 1.
- b. A variation of Section 4-4-1 of the Zoning Ordinance to eliminate the required loading spaces on Lots 1 and 3.

**Section 4:** That the Rezoning and Resubdivision granted and approved herein are subject to the following conditions:

1. The site/facility shall be constructed in compliance with all Village Codes and in substantial conformance with the following plans submitted by the Petitioner:
  - a. Site Plan prepared by Spaceco Inc., dated 11-20-19
  - b. Landscape Plan prepared by K M Talty Design, dated 11-6-2019
  - c. Building Elevations prepared by Purohit Architects, dated 9-27-19

- d. Building renderings prepared by Purohit Architects, dated 9-27-19
  - e. Monument Sign Details prepared by Purohit Architects, dated 9-27-18
  - f. Monument sign renderings prepared by Purohit Architects, dated 11-8-19
2. A shared parking agreement approved by Village staff must be provided between all three lots and filed with the Village Clerk, prior to the issuance of a building permit for any lot.
  3. The only freestanding or monument signs permitted on these properties shall be the two shared monument signs along Oakton and Busse.
  4. The Petitioner shall bring a revised landscaping plan for Lots 1 and 3 to the Plan Commission for approval, which shall include additional foundation landscaping, prior to the issuance of occupancy permits for Lots 1 and 3.
  5. The Petitioner shall bring a revised site plan and landscaping plan for Lot 2 to the Plan Commission for approval prior to the issuance of building permits for Lot 2.
  6. The Petitioner must submit a revised ALTA survey with corrected lot lines around parcel 3.

**Section 5:** That the Mayor and Village Clerk are hereby authorized to sign said Plat for and in the name of the Village and attach thereto the corporate seal.

**Section 6:** That the Village Clerk is hereby directed to record a copy of said Plat with the Recorder of Deeds of Cook County, Illinois.

**Section 7:** That the Village Clerk is hereby directed to amend the zoning map of the Village to reflect the rezoning as set forth herein.

**Section 8:** That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

## EXHIBIT A

PIN 08-22-403-014-0000 and legally described as follows:

### PARCEL 1:

LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT THAT PART LYING NORTH OF THE CENTER LINE OF HIGGINS ROAD AS ORIGINALLY LOCATED AND EXCEPT THE WEST 210.0 FEET TAKEN FOR THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY) ALL IN SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR BUSSE ROAD PER DOCUMENT NUMBER 12269603, RECORDED FEBRUARY 8, 1939 EXCEPTING THEREFROM THAT PART TAKEN FOR OAKTON STREET PER DOCUMENT NUMBER 9967968, RECORDED MARCH 27, 1928 ALSO EXCEPTING THAT PART FOR ADDITIONAL DEDICATION FOR OAKTON STREET PER CASE NUMBER 68-L-13901, AND 68-L-12783 IN THE CIRCUIT COURT AND EXCEPT THAT PART LYING NORTHERLY OF THE SOUTHERLY LINE OF HIGGINS ROAD ALSO EXCEPTING THAT PART FOR HIGGINS ROAD DEDICATED PER DOCUMENT NUMBER 8020342, RECORDED JULY 13, 1923 AND EXCEPT THAT PART TAKEN FOR THE RELOCATION OF HIGGINS ROAD PER CASE NUMBER 68-L-12783, IN THE CIRCUIT COURT) ALSO EXCEPTING THE SOUTH 275 FEET (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD) OF THE EAST 200 FEET (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTH EAST 1/4) OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF BUSSE ROAD AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1939 AS DOCUMENT NUMBER 12269603, ALL IN COOK COUNTY, ILLINOIS

ALSO

EXCEPTING THAT PART THEREOF LYING WESTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF OAKTON STREET AS DEDICATED PER CASE NUMBER 68-L13901, IN THE CIRCUIT COURT AND WIDENED PER DOCUMENT NUMBER 20866386, RECORDED JUNE 10, 1963 AFORESAID 600.0 FEET WEST OF THE WEST ONLINE OF BUSSE ROAD RIGHT OF WAY; THENCE NORTH 0 DEGREES EAST AT RIGHT ANGLES TO THE NORTH LINE OF OAKTON STREET, 488.03 FEET; THENCE NORTH 49 DEGREES 23 MINUTES 39 SECONDS EAST ALONG A STRAIGHT LINE TO THE SOUTHWESTERLY LINE OF HIGGINS ROAD AS DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 8020342 AND RECORDED JULY 13, 1923, IN BOOK 175, PAGE 46, ALSO BEING THE TERMINUS OF THE LINE HEREIN DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, CONTAINED IN THE EASEMENT AGREEMENT DATED JANUARY 17, 1980, MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 23, 1978 AND KNOWN AS TRUST NUMBER 54930, AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 12, 1976 AND KNOWN AS TRUST NUMBER 51005 RECORDED APRIL 14, 1980 AS DOCUMENT 25423254. CONTAINING 358,070 SQ. FT. OR 8.22 ACRES MORE OR LESS.

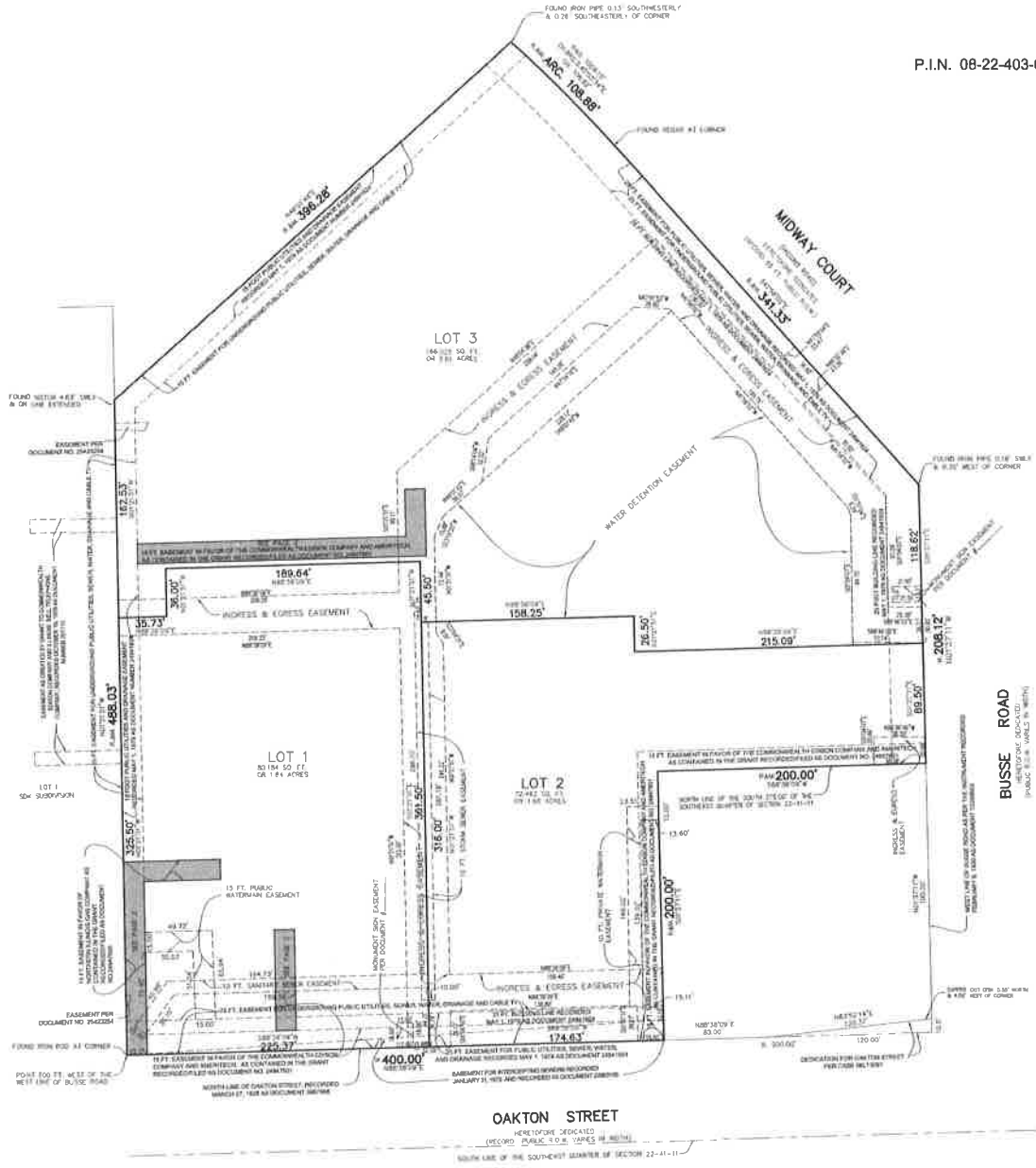
**1600 OAKTON STREET SUBDIVISION PLAT**

# 1600 OAKTON STREET SUBDIVISION

BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



P.I.N. 08-22-403-014-0000



REVISED JANUARY 16, 2020 [RL]  
 REVISED JANUARY 16, 2020 [RL]  
 REVISED JANUARY 14, 2020 PER ORDER #2020-27256 [RL]  
 REVISED 12/17/19 #2019-27483 (DB)  
 REVISED 11/20/19 #2019-27418 (DB)  
 REVISED 11/19/19 #2019-27418 (DB)  
 REVISED 11/14/19 #2019-27362 (DB)

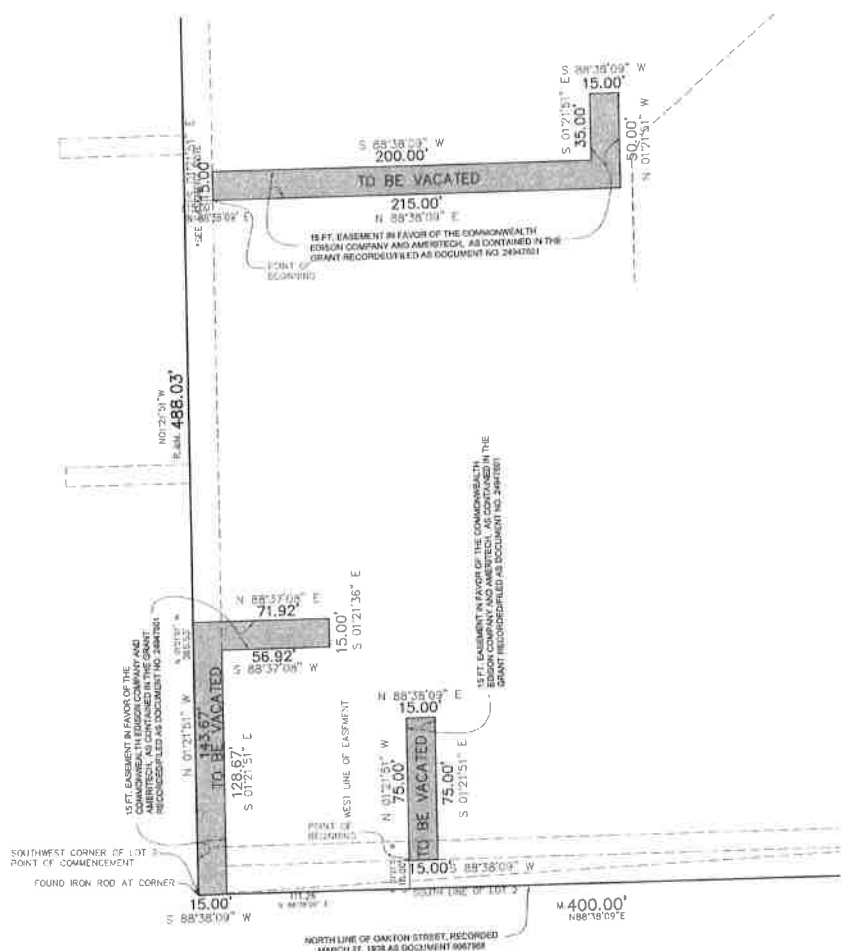
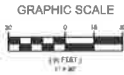
DESIGNED BY	DATE	PROJECT	NUMBER
CRENLEY & BEDERMANN	1/16/20	1600 OAKTON STREET	1600 OAKTON STREET
DATE	SCALE	SHEET NO.	TOTAL SHEETS
1/16/20	1" = 40'	1	3

NOTE: SEE PAGE 2 FOR EASEMENTS TO BE VACATED

**SURVEY NOTES**  
 MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION  
 IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON  
 NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

# 1600 OAKTON STREET SUBDIVISION

BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



OAKTON ST

**EASEMENT VACATION CERTIFICATE**  
 THE UNDERSIGNED, AS \_\_\_\_\_ OF COOK COUNTY, ILLINOIS, HEREBY CERTIFY THAT IT NO LONGER HAS ANY FACILITIES WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH AS CONTAINED IN THE GRANT RECORDED FILED AS DOCUMENT NUMBER 2484781, IN LOT 2 IN SDK SUBDIVISION BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

ALSO  
 THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH AS CONTAINED IN THE GRANT RECORDED FILED AS DOCUMENT NUMBER 2484781, IN LOT 2 IN SDK SUBDIVISION BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 88°38'09\"/>

ALSO  
 THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH AS CONTAINED IN THE GRANT RECORDED FILED AS DOCUMENT NUMBER 2484781, IN LOT 2 IN SDK SUBDIVISION BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

**EASEMENT VACATION CERTIFICATE**  
 THE UNDERSIGNED, AS \_\_\_\_\_ OF AMERITECH, HEREBY CERTIFY THAT IT NO LONGER HAS ANY FACILITIES WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH AS CONTAINED IN THE GRANT RECORDED FILED AS DOCUMENT NUMBER 2484781, IN LOT 2 IN SDK SUBDIVISION BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

ALSO  
 THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH AS CONTAINED IN THE GRANT RECORDED FILED AS DOCUMENT NUMBER 2484781, IN LOT 2 IN SDK SUBDIVISION BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

ALSO  
 THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH AS CONTAINED IN THE GRANT RECORDED FILED AS DOCUMENT NUMBER 2484781, IN LOT 2 IN SDK SUBDIVISION BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

REVISED JANUARY 14, 2020 PER ORDER #2020-27556 [R]  
 REVISED 12/17/19 #2019-27483 (BB)  
 REVISED 11/02/19 #2019-27419 (BB)  
 REVISED 11/19/19 #2019-27419 (BB)  
 REVISED 11/14/19 #2019-27362 (BB)

DATE: 11/19/2020  
 TIME: 10:00 AM  
 SHEET: 2 of 3

2019-26863-001

DATE: 11/19/2020 DAY OF: NOVEMBER A.D. 2020  
 BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

**SURVEY NOTES:**  
 MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDED.  
 IRON PIPS IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDED UNLESS OTHERWISE INDICATED OR NOTED HEREON.  
 NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

DATE: 11/19/2020 DAY OF: NOVEMBER A.D. 2020  
 BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE FINAL PLAT OF RESUBDIVISION IDENTIFIED AS SIP DEVON RESUBDIVISION (202-228 E. DEVON AVENUE)**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

**Section 1:** That approval is hereby given the Plat of Subdivision identified as SIP Devon Resubdivision being part of the Southwest Quarter of Section 33, Township 41 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, a copy of which is attached hereto and made a part hereof as if fully set forth.

**Section 2:** That the Resubdivision granted and approved herein are subject to the following conditions:

1. Cross-access easements and easements for shared private utilities must be approved by Village Staff;
2. Retaining walls within easements shall be eliminated or reduced, subject to the approval of Village Staff.

**Section 3:** That the Mayor and Village Clerk are hereby authorized to sign said Plat for and in the name of the Village and attach thereto the corporate seal.

**Section 4:** That the Village Clerk is hereby directed to record a copy of said Plat with the Recorder of Deeds of DuPage County, Illinois.

**Section 5:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

**VOTE:      AYES: \_\_\_\_\_      NAYS: \_\_\_\_\_      ABSENT: \_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**



# FINAL PLAT OF SUBDIVISION OF SIP DEVON RESUBDIVISION

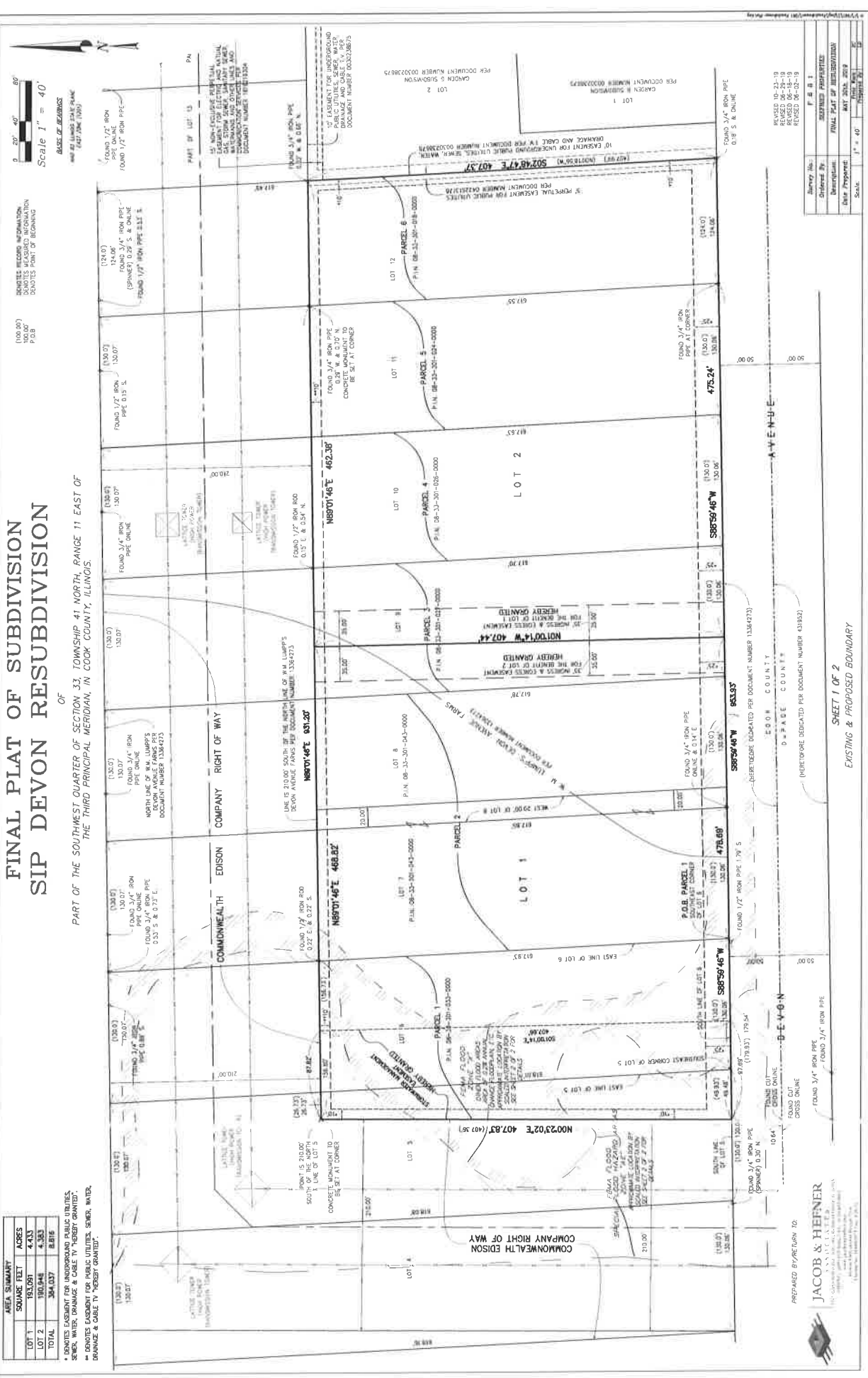
PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA SUMMARY	
LOT	SQUARE FEET
LOT 1	193,081
LOT 2	190,848
TOTAL	384,037

1. FINANCIAL EASEMENT FOR UNDERGROUND UTILITIES (SEWER, WATER, DRAINAGE & CABLE TV) HEREBY GRANTED.  
2. FINANCIAL EASEMENT FOR SEWER, WATER, DRAINAGE & CABLE TV HEREBY GRANTED.

100.00'  
100.00'  
P.O.B.

SOURCES RECORD INFORMATION  
QUANTITIES MEASURED INFORMATION  
LOCATED POINT OF BEGINNING



Survey No.	11111
Order No.	11111
Description	FINAL PLAT OF RESUBDIVISION
Date Prepared	MAY 20th 2009
Scale	1" = 40'

REVISED 10-23-10  
REVISED 06-29-10  
REVISED 06-22-10

PREPARED BY RETURN TO:  
**JACOB & HEFNER**  
11111 11111

COOK COUNTY  
DEBEE DEGREE DEDICATED PER DOCUMENT NUMBER 1334473)  
DEBEE DEGREE DEDICATED PER DOCUMENT NUMBER 431932)

NOT TO SCALE  
HEREBY GRANTED  
HEREBY GRANTED  
HEREBY GRANTED

FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE  
FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE

FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE  
FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE

FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE  
FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE

FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE  
FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE

FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE  
FOUND 3/4" IRON PIPE  
FOUND 1/2" IRON PIPE



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A PLAT OF EASEMENT GRANT FOR EMERGENCY ACCESS BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE OWNERS OF RECORD FOR PROPERTY LOCATED AT 500-586 E. DEVON AVENUE (ELK GROVE LLC AND EG RETAIL, LLC)**

---

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

**Section 1:** That approval is hereby given the Plat of Easement Grant for emergency access of Village equipment, vehicles, and personnel from the Public Works Facility located at 450 E. Devon Avenue to Tonne Road, a copy of which is attached hereto and made a part hereof.

**Section 2:** That the Mayor and Village Clerk are hereby authorized to sign said Plat for and in the name of the Village and attach thereto the corporate seal.

**Section 3:** That the Village Clerk is hereby directed to record a copy of said Plat with the Recorder of Deeds of Cook County, Illinois.

**Section 4:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DECLARATION OF EASEMENTS FOR THE PROPERTY LOCATED AT 1600 E. OAKTON STREET**

---

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

**Section 1:** That the Mayor be and is hereby authorized to sign the attached documents marked:

**DECLARATION OF EASEMENTS**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor.

**Section 2:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

## DECLARATION OF EASEMENTS

**THIS DECLARATION OF EASEMENTS** (“Declaration”) is made this \_\_\_\_\_ day of January, 2020, by the VILLAGE OF ELK GROVE VILLAGE, an Illinois home-rule municipal corporation (“Village”).

### **RECITALS**

A. The Village is the owner of lots 1, 2 and 3 (“Lot” or “Lots”) in the 1600 Oakton Street Subdivision (“Subdivision”) located within the Village’s corporate boundaries. A copy of the Plat of Subdivision is attached hereto as Exhibit A, which includes legal descriptions of the entire property within the Subdivision (“Property”).

B. The Property is located in the Busse/Elmhurst Redevelopment Project Area; the Village has made a substantial financial contribution to facilitate the redevelopment of the Property and desires to ensure its continued operation as a first class hotel and commercial development.

C. The Village has determined that to facilitate redevelopment of the Property and private investment, it is in the best interest of the Village and its residents to sell the Property for redevelopment.

D. The Village has further determined that the best use of the Property is the development of hotels, restaurants, retail or other commercial uses and intends to sell each Lot to a developer or developers to facilitate redevelopment of the Property, subject to certain terms and conditions.

E. The Corporate Authorities have adopted ordinance number \_\_\_\_\_ (“Ordinance”) rezoning the Property and setting forth the permitted uses, design parameters, and certain other requirements and restrictions on the Property; the Ordinance

requires, *inter alia*, that as a condition of the granting the entitlements contained therein, the Owners must provide shared parking, signage and stormwater management among the Lots.

F. All of the Lots in the Subdivision shall have the right to allow stormwater to drain into the shared detention pond (“Pond”) as depicted on the Plat and approved by the Village and the Metropolitan Water Reclamation District (“MWRD”).

G. The Village desires to have the Property developed and operated as an integrated commercial development in accordance with the Ordinance; in order to effectuate the common use and operation of the Property, the Village makes this Declaration creating certain perpetual easements for ingress/egress, parking and signage as set forth below.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the Parties’ understanding, it is agreed as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.01 **Common Costs.** “Common Costs” shall mean the cost of operating, maintaining and repairing the shared detention Pond, installing and maintaining and illuminating the Signs, and plowing driveway and parking areas, as hereinafter defined or provided, all of which shall be apportioned on a Pro Rata Basis as set forth herein.

1.02 **Occupant.** “Occupant” shall mean any Person from time to time entitled to the use and occupancy of any portion of a building in the Subdivision pursuant to an ownership right or any lease, sublease, license, concession or other similar agreement.

1.03 **Owner.** “Owner” shall mean each owner of any Lot and their respective successors and assigns who become owners of any Lot within the Subdivision.

1.04 **Permittee.** “Permittee” shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees including patrons and customers, licensees, subtenants and concessionaires of Occupants as their activities relate to the intended use of the Property.

1.05 **Pond.** “Pond” shall mean the detention pond approved by the Ordinance as depicted on the Plat.

1.06 **Pro Rata Share/Pro Rata Basis.** “Pro Rata Share” or “Pro Rata Basis” shall be forty percent (40%) each for the Owners of Lots 1 and 3 and twenty percent (20%) for the Owner of Lot 2, and all Common Costs and any other charges arising from this Declaration shall be apportioned accordingly.

1.07 **Signs.** “Sign” or “Signs” shall mean the shared monument signs approved for the Property in the Ordinance and by Village staff, with one to be located on Oakton Street and one on Busse Road in the location as depicted on the Plat.

## **ARTICLE 2** **EASEMENTS**

2.01 **Ingress and Egress.** The Village hereby grants and conveys to the owner of each Lot for its use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas of the other Lots, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas of each of the Lots, as the same may from time to time be constructed and maintained for such use. The



ingress and egress easements set forth herein shall be perpetual as to the Property. Nothing herein shall be deemed to be a gift or dedication of any portion of the Property to the general public or other owners of other Lots in the Subdivision. No Owner or Occupant shall erect any barrier or take any action that would impede the use and enjoyment of the other Owners, Occupants and Permittees of the parking and access easement provided for herein.

2.02 **Parking.**

The Permittees of each Lot shall have the perpetual and non-exclusive right to park in any designated parking area on any Lot within the Subdivision, regardless of the Occupant being visited. No owner shall have any obligation to construct parking areas until its Lot is developed; but when developed, each Owner shall construct its parking area in accordance with the Ordinance and this Declaration. No Owner shall erect or allow any barrier to be erected that would prevent the shared parking contemplated herein as required by the Ordinance and this Declaration. Nothing contained herein shall be construed as allowing or requiring any Owner to make improvements or alterations to any parking area, unless ordered to do so by the Village, the Ordinance or the express terms of this Declaration and the Plat.

A. The Owner of each Lot shall be responsible for maintaining and repairing the parking areas of their respective Lots, including snow plowing, cleaning and removing of any debris. In the event the Owners fail to comply with this provision, the Owner of Lot 3 and the Village shall have the right to enter onto the Property, plow, clean or remove debris and charge the offending Owner for the Owner of Lot 3's or the Village's costs.

B.. Each Owner shall maintain a sufficient number of vehicular parking spaces to meet the parking requirements set forth in the Ordinance, as well as all governmental rules, regulations and/or other ordinances relating to parking requirements, unless a variance is granted by the Village Board. No Owner shall reduce the size of its parking area without the written consent of the two other Owners and the Village. Each Owner

shall comply with the requirements of the American with Disabilities Act on its respective Lot or Lots.

C. Each Owner shall maintain, clean and replace all paved surfaces and curbs in a smooth and evenly covered condition to maintain a first-class, clean and orderly condition. Such work shall include, without limitation, snow and ice removal, sweeping, restriping, resealing and resurfacing as well as maintaining all directional signage and pavement markings. (For the purpose of this paragraph, an overlay of the drive and parking areas shall be considered a maintenance item.)

D. Each Owner shall periodically remove all papers, debris, filth and refuse, including sweeping to the extent necessary to keep the parking areas in a first-class, clean and orderly condition. All sweeping shall be performed at appropriate intervals during such times as shall not interfere with the conduct of business or use of the parking area by Permittees. The Owner of Lot 3 shall have the right to plow the parking areas on all three Lots and to be reimbursed by the Owners of Lots 1 and 2.

E. All parking shall be exclusively for the Owners, Occupants, their employees and Permittees. No overnight parking shall be permitted, with the exception of parking for hotel guests and employees present on the Property and all parking shall be limited to the vehicles owned by the Owners, Occupants and their Permittees. In the event of violation of this paragraph, the Owner of Lot 3 or the Village shall have the right, after serving notice and a 24 hour period to cure, to tow any vehicle parked in violation of this Declaration and charge the Owner for the cost of towing and storage, or to fine any Owner allowing third-party parkers the sum of One Hundred Dollars per day until the violating vehicle is removed.

## 2.03 Signage.

A. The Owner of the first Lot to be conveyed by the Village shall be responsible for the installation of the Signs prior to obtaining a certificate of occupancy. Each Owner hereby grants an irrevocable license to the Owner of the first Lot conveyed by the Village to enter onto its Lot to install the Sign and to collect a Pro Rata Share of the cost of installation from the Owners of the other Lots as they are conveyed by the Village.. All signage must be reviewed and approved by the Village Manger's Office prior to installation.

B. The Owner of each Lot shall have the right to use a portion of the sign based on its Pro Rata Share, to identity solely the name of the Occupant's business operating on its Lot. Each Owner is hereby granted and conveys to the other Owners a non-exclusive perpetual easement in, to, over, under, along and across those portions of the Property necessary for the construction, operation, maintenance and repair of the Signs and replacement of its respective Sign face.

#### 2.04 **Detention Pond.**

A. Prior to commencing construction, the first Owner to whom a Lot is conveyed by the Village will obtain a Watershed Management Permit ("Permit") from the MWRD allowing for the construction and use of a shared detention pond for all of the Lots in the Subdivision. The Pond shall be constructed by Owner of Lot 3 at the time it commences construction on the Lot. The Pond shall be maintained in accordance with the standards and requirements of the MWRD and the Village. The Owner that constructed the Pond shall have the right to charge and collect a Pro Rata Share of the cost of construction of the Pond from the other two Owners.

B. Each Owner shall have the right to drain its stormwater into the shared Pond as depicted on the Plat. The Owner of Lot 3 shall be responsible for maintaining the Pond to MWRD standards.

C. The Owner of Lot 3 shall be responsible for the continued maintenance and repair, if necessary, of the shared Pond and shall have the right to levy funds from the Owners to defray the costs of such maintenance and required repairs on a Pro Rata Basis. The Owner of Lot 3 shall have the lien rights granted it on the Plat. [on the plat, the lien rights are granted to the “Grantor”

**ARTICLE 3**  
**GENERAL PROVISIONS**

**3.01 Insurance.**

A. Each Owner shall maintain in full force and effect Commercial General Liability Insurance covering its Lot or Lots. Each Owner (as to its Lot only) shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000.00) for bodily or personal injury or death, and for property damage, arising out of any one occurrence.

B. To the full extent permitted by law, each Owner (“Indemnitor”) covenants and agrees to defend, protect, indemnify and hold harmless each other Owner (“Indemnitee”) from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney’s fees and costs of suit) arising from or as a result of the injury to or death of any Person, or damage to the property of any Person which shall occur on the Lot owned by such Indemnitor, except for claims caused by the negligence or willful act or omission of such Indemnitee, its invitees, licensees, concessionaires, agents, servants, or employees, or the agents, servants or employees of any licensee or concessionaire thereof.

**3.02 Taxes, Assessments and Common Costs.**

A. Until such time as each Lot is separately assessed, each Owner shall pay to the Owner of Lot 3, representing the largest portion of the Property its pro rata share of taxes assessed on 100% of taxes assessed on each Owner's respective improvements, aside from site improvements. Each Owner shall pay its pro rata share of any legal fees and costs associated with any contest regarding taxes and assessments incurred on behalf of the Property. All taxes shall be due to the Owner of Lot 3 within thirty (30) days upon delivery of notice to the other Owners. For so long as the Village owns any Lot or Lots, those Lots will be exempt from ad valorem taxes so the Village shall not be required to pay any tax nor pay any share of fees related to contesting the assessed value of the Property.

B. The Village shall have no obligation to contribute to payment of any taxes or Common Costs; such obligations shall be the responsibility of each Owner to whom the Village conveys title to a Lot.

**3.03 Binding Effect.** The terms of this Declaration and the easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties hereunder.

**3.04 Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any Owner shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

**3.05 Severability** Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

**3.06 Amendments**. The Ordinance allowing the development of the Property requires that the Owners provide shared parking, ingress/egress, and signage easements, therefore no amendment shall be made to the Declaration without the consent of the Village in accordance with the Ordinance.

**3.07 No Waiver**. The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

**3.08 Term of this Declaration**. This Declaration shall be effective as of the date first above written and shall continue in full force and effect until otherwise modified or abrogated by a unanimous vote of the Owners, with consent of the Village; provided further, however, that the ingress and egress, signage and parking easements declared herein referred to herein shall be perpetual.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, this Declaration has been duly executed pursuant to all authorization as of the date first above written.

**VILLAGE OF ELK GROVE VILLAGE, COOK AND DUPAGE  
COUNTIES, an Illinois Municipal Corporation**

---

Mayor Craig B. Johnson

ATTEST:

---

Village Clerk

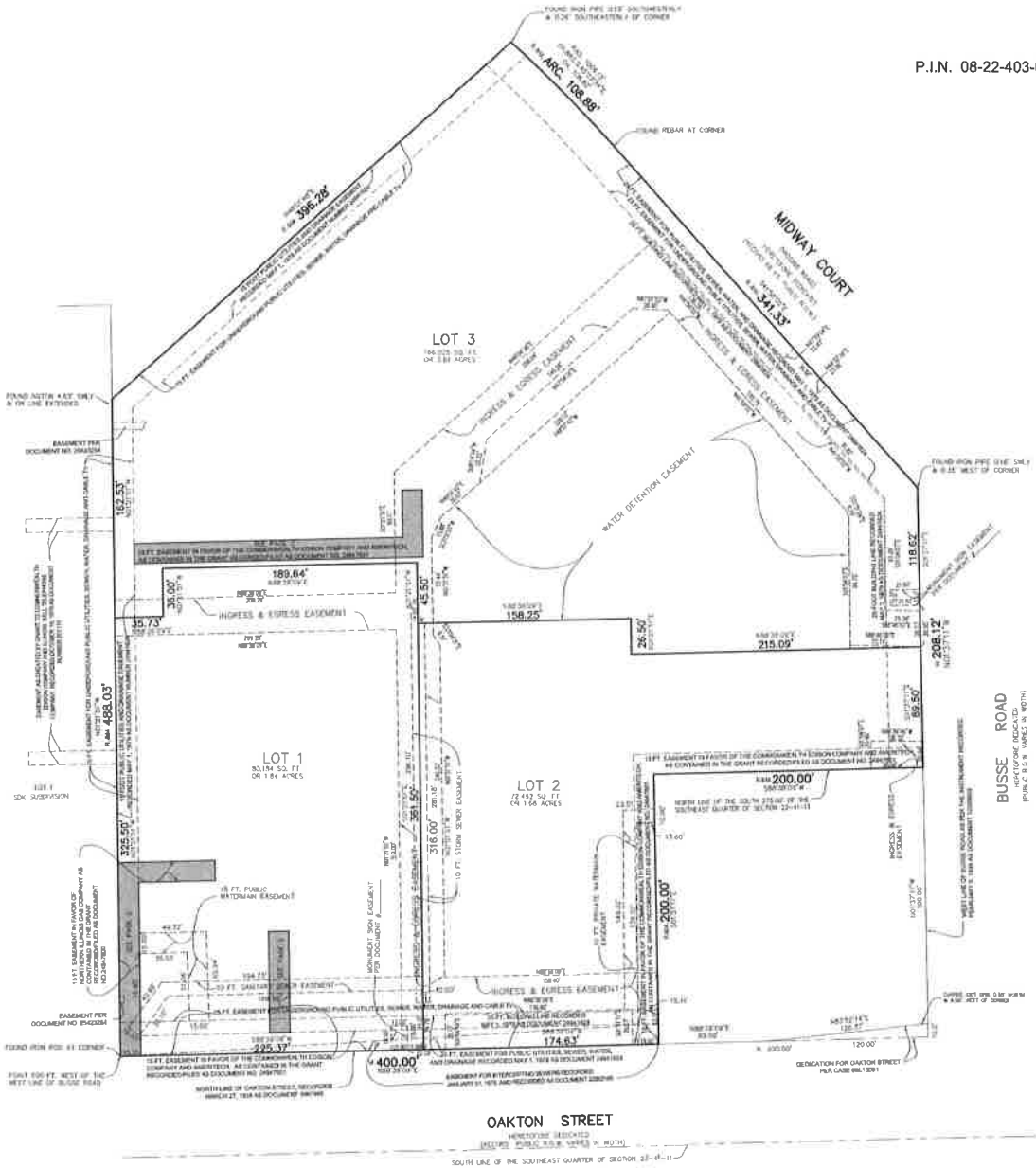


# 1600 OAKTON STREET SUBDIVISION

BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



P.I.N. 08-22-403-014-0000



REVISED JANUARY 16, 2020 (RL)  
 REVISED JANUARY 15, 2020 (RL)  
 REVISED JANUARY 14, 2020 PER ORDER #22020-27556 (RL)  
 REVISED 12/17/19 #2018-27483 (BB)  
 REVISED 11/20/19 #2018-27419 (BB)  
 REVISED 11/16/19 #2018-27419 (BB)  
 REVISED 11/14/19 #2019-27302 (BB)

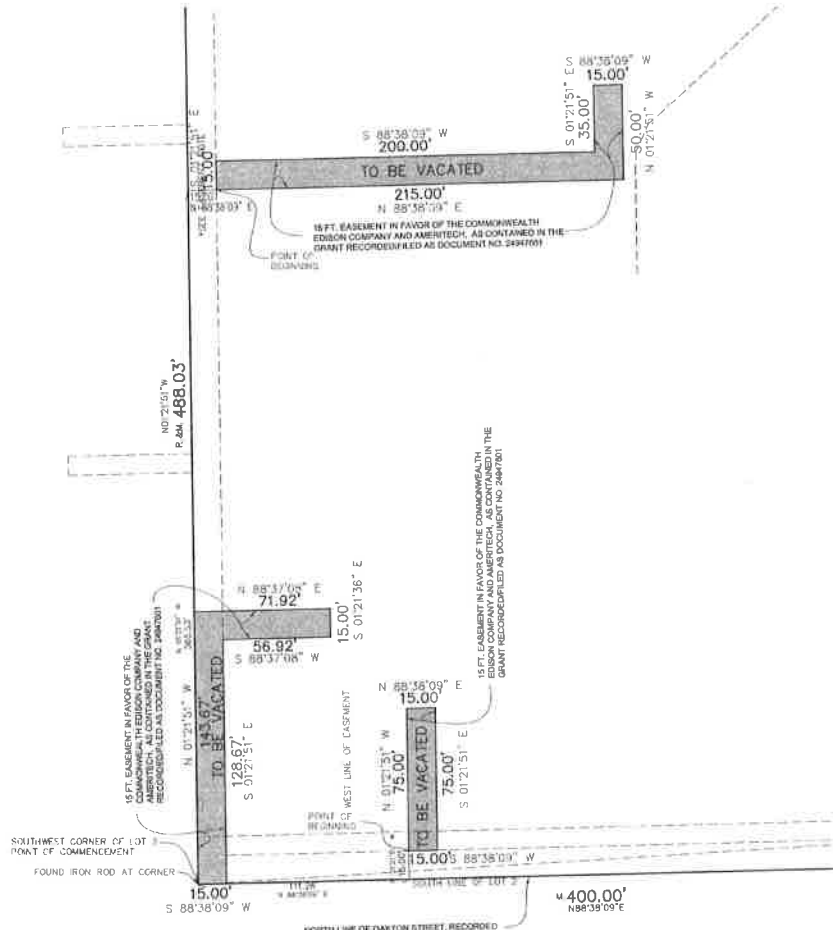
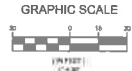
DESIGNED BY	DATE	SCALE	PROJECT NO.
GREMLEY & BEDERMANN	1/16/20	AS SHOWN	2019-26863-001
PLAT NO.	SHEET NO.	TOTAL SHEETS	
1	32	1 of 3	

NOTE: SEE PAGE 2 FOR EASEMENTS TO BE VACATED

**SURVEY NOTES**  
 MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDECTION.  
 IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDECTION UNLESS OTHERWISE INDICATED OR NOTED HEREON.  
 NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

# 1600 OAKTON STREET SUBDIVISION

BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



OAKTON ST

EASEMENT VACATION CERTIFICATE  
 THE UNDERSIGNED AS OF COMMONWEALTH EDISON COMPANY DOES HEREBY CERTIFY THAT IT NO LONGER HAS ANY FACILITIES WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH, AS CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NUMBER 24847801, IN LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

ALSO

THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH, AS CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NUMBER 24847801, IN LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 88°38'09\"/>

ALSO

THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH, AS CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NUMBER 24847801, IN LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

EASEMENT VACATION CERTIFICATE  
 THE UNDERSIGNED AS OF AMERITECH DOES HEREBY CERTIFY THAT IT NO LONGER HAS ANY FACILITIES WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH, AS CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NUMBER 24847801, IN LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

ALSO

THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH, AS CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NUMBER 24847801, IN LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 88°38'09\"/>

ALSO

THAT PART OF THE 15 FOOT EASEMENT IN FAVOR OF COMMONWEALTH EDISON AND AMERITECH, AS CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NUMBER 24847801, IN LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 THENCE NORTH 01°21'51\"/>

REVISED JANUARY 14, 2020 PER ORDER #0020-27506 (PL)  
 REVISED 12/17/19 #0019-27463 (DB)  
 REVISED 11/20/19 #0019-27416 (DB)  
 REVISED 11/18/19 #0019-27418 (DB)  
 REVISED 11/14/19 #0019-27302 (DB)

PREPARED BY: **GRENLEY & BEIERMANN**  
 115 N. LaSalle  
 Chicago, IL 60602  
 Telephone: (312) 468-8322 Fax: (312) 468-8321  
 2019-26863-001  
 2 of 3

DATE HERE: \_\_\_\_\_ DAY OF \_\_\_\_\_ A. D. 2020  
 BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 SURVEY NOTES:  
 MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDEATION  
 IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDEATION UNLESS OTHERWISE INDICATED OR NOTED HEREON  
 NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND SHAPRA GROUP II, LLC AND EQUITYROOTS, INC.**

**NOW, THEREFORE, BE IT RESOLVED** by Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

**Section 1:** That the Mayor be and is hereby authorized to sign the attached documents marked:

**TIF REIMBURSEMENT AGREEMENT**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor.

**Section 2:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

## TIF REIMBURSEMENT AGREEMENT

**THIS REIMBURSEMENT AGREEMENT** (this "Agreement") is made and entered into as of the 28<sup>th</sup> day of January, 2020 by and between the Village of Elk Grove, an Illinois home-rule municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and Shapra Group II, LLC, an Illinois limited liability company and Equityroots, Inc., a Delaware corporation. (Shapra Group II, LLC and Equityroots, Inc. are jointly referred to herein as "Developer"). The Village and Developer are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

### RECITALS

A. Pursuant to the terms of a Redevelopment Plan entitled "Higgins Corridor Tax Increment Financing Redevelopment Plan and Project," dated July, 2017 ("Redevelopment Plan") the Village designated a certain area within its municipal limits for redevelopment and revitalization ("Higgins Corridor Redevelopment Project Area").

B. Included in the Redevelopment Plan is an eligibility report, outlining conditions which warrant the designation of portions of the area as an improved "conservation area" and a vacant "Blighted Area" as those terms are defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act").

C. The Village is desirous of having the property within the Higgins Corridor Redevelopment Project Area redeveloped and revitalized in order to strengthen the Village's economic base and enhance the quality of life of the Village as a whole.

D. The Village is authorized under the provisions of the Act to reimburse Developer for certain eligible costs using tax increment financing ("TIF") as set forth in the Act.

E. To stimulate the redevelopment of the Area, and pursuant to the Act, on November 14, 2017, the corporate authorities of the Village passed the following ordinances: (1) Ordinance No. 3530, "An Ordinance Approving the Village of Elk Grove Village Higgins Corridor Tax Increment Financing Development Plan and Project"; (2) Ordinance No. 3531, "An Ordinance Designating the Village of Elk Grove Village Higgins Corridor Redevelopment Project Area"; (3) Ordinance No. 3532, "An Ordinance Adopting Tax Increment Financing for the Village of Elk Grove Village, Cook County, Illinois, in Conjunction with the Designation of the Village of Elk Grove Village Higgins Corridor TIF Redevelopment Project Area" (the ordinances, together with the exhibits appended thereto, are sometimes hereinafter collectively referred to as the ("TIF Ordinances")).

F. Developer has entered into an agreement to purchase Lot 2 in the Elk Grove Technology Park Subdivision, as amended, which is more fully described in Exhibit A attached hereto (the "Property"). Developer proposes to develop a hotel (the "Hotel") on the Property, as depicted on the preliminary site plan attached hereto as Exhibit B. Title to the Property shall be held in the name of Shapra Group II, LLC, a party to this Agreement.

G. Developer has estimated that the acquisition of the Property and the construction of the Hotel (collectively, the "Project") will result in significant private investment, create additional revenue and employment opportunities for the Village and its residents, and provide needed hotel space for visitors to the Technology Park and other business in the Village's business park.

H. The Village has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures, to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

I. This Agreement has been submitted to the corporate authorities of the Village for consideration and review and they have determined that the completion of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan. The Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon it according to its terms.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

## I

### **RECITALS PART OF AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

## II

### **MUTUAL ASSISTANCE**

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

## III

### **REDEVELOPMENT PROJECT**

#### **3.01 Hotel.**

Developer hereby represents and agrees that it will construct a hotel on the Property consisting of approximately Seventy-Nine (79) rooms along with all necessary parking areas, landscaping and outdoor amenities. To complete the Project as contemplated herein, Developer shall invest not less than Nine Million Dollars (\$9,000,000) in private funds. The brand of the Hotel shall be

agreed to by the Parties as a condition of the financial assistance as outlined in Article IV hereof and any substitution shall be reasonably agreed to by the Village.

### **3.02 Other Regulatory Agencies.**

Prior to commencing construction on the Project, Developer shall, with the approval and cooperation of the Village, petition for and obtain approvals from any regulatory agency having jurisdiction over the Property, including the Metropolitan Water Reclamation District. When necessary, Developer shall inform Village of all meetings and provide copies of all correspondence with any regulatory agency.

### **3.03 Plans and Permits for Project.**

Developer shall submit preliminary plans to the Village for review of the Project, including a site plan, renderings of the proposed building, landscaping, signage plans, a stormwater management plan and a budget. After approval of said preliminary plans, Developer shall submit its building plans for a building permit on or before April 1, 2020 and the Village shall either issue a building permit within fourteen (14) business days or notify Developer in writing with specificity how the submitted plans fail to meet the Village's code; Developer shall then resubmit plans correcting the deficiencies cited by the Village. The Village shall then review the re-submitted plans within fourteen (14) business days of receipt. Developer shall be responsible for all applicable fees, including permit and tap-on fees.

Developer shall commence construction of the Hotel on or before May 1, 2020. For the purpose of this paragraph, "commence construction" shall mean the Developer has commenced site grading for the Hotel.

If plans for building permits are not submitted on or prior to April 1, 2020, or if construction of the Hotel has not commenced by May 1, 2020, the Village may terminate this Agreement, or alternatively, may agree to extensions of the dates contained in this section 3.03 upon the request of the Developer, provided that neither date shall be extended by more than 60 days. If construction of the Hotel has not commenced by September 2, 2020, and if Developer has not conveyed to another person or entity that the Village deems able to develop a hotel on the



Property by November 2, 2020, the Village shall have the right, but not the obligation, to acquire the Property from Developer not later than December 1, 2020 at the same price paid by Developer exclusive of fees, costs and transfer taxes.

**IV**  
**FINANCIAL ASSISTANCE**

**4.01. Project Viability**

The Developer represents to the Village that but for the financial assistance set forth in this Agreement, the Project would not be economically viable. In reliance on this representation, the Village has agreed to provide financial assistance as provided for herein.

**4.02. Computation of Assistance.**

The Village has agreed to provide assistance to the Project based on the hotel/motel tax generated by the Project. Provided Developer is not in default under this Agreement or any applicable Village Code, the financial assistance will be computed as set forth in this paragraph.

A. The amount of TIF reimbursement the Village shall pay to Developer each year shall be computed based on the hotel tax paid on behalf of the hotel to the Village as follows:

<b>Year</b>	<b>Hotel Tax Rate</b>	<b>Hotel Tax Rebate</b>	<b>Percentage Rebate</b>
Year 1	6%	6%	A rebate equal to 100% of taxes paid
Year 2	6%	6%	A rebate equal to 100% of taxes paid
Year 3	6%	6%	A rebate equal to 100% of taxes paid
Year 4	6%	6%	A rebate equal to 100% of taxes paid
Year 5	6%	6%	A rebate equal to 100% of taxes paid
Year 6	6%	6%	A rebate equal to 100% of taxes paid
Year 7	6%	3%	A rebate equal to 50% of taxes paid
Year 8	6%	3%	A rebate equal to 50% of taxes paid
Year 9	6%	3%	A rebate equal to 50% of taxes paid
Year 10	6%	3%	A rebate equal to 50% of taxes paid
Year 11	6%	2%	A rebate equal to 33% of taxes paid
Year 12	6%	1%	A rebate equal to 16.6% of taxes paid

*By way of example, if the hotel room occupancy generates \$1.0 million in revenue during year seven, the hotel tax at 6% would generate \$60,000.00 and the Village would reimburse Developer 50% for a total of \$30,000.*

B. The Village shall compute the rebate each quarter of the calendar year and make quarterly payments to the Developer, with a three month lag time between collection and payment as follows:

1<sup>st</sup> Quarter (January – March) shall be paid no later than July 1<sup>st</sup>;  
2<sup>nd</sup> Quarter (April – June) shall be paid no later than October 1<sup>st</sup>;  
3<sup>rd</sup> Quarter (July – September) shall be paid no later than December 31<sup>st</sup>; and  
4<sup>th</sup> Quarter (October – December) shall be paid no later than April 1<sup>st</sup> of the following calendar year.

C. All payments made to Developer pursuant to this Agreement shall be made from the Village's Higgins Corridor Tax Allocation Fund and this entire Agreement shall be subject to the Act.

D. The Village has adopted Resolution No. 41-19 supporting a Cook County Class 7B economic incentive for the Project. The Village makes no representation as to the likelihood of the incentive being approved by Cook County.

#### **4.03. Reporting.**

The Developer shall file a sworn monthly hotel tax return each month and submit payment due based on the return as required by the Village Finance Director and Village ordinances. The payment of the Village's financial assistance shall be based and computed solely on the Developer's hotel tax return filed with the Village, but paid with tax increment from the Higgins Corridor Redevelopment Project Area tax increment fund.

#### **4.04. TIF Eligible Costs.**

The Village agrees to provide TIF assistance in an amount not to exceed the amounts set forth in 4.02 A. The financial assistance shall be used by the Developer to defray only those costs eligible for reimbursement under the Act as set forth in Exhibit C attached hereto. Prior to

receiving reimbursement from the Village, Developer shall submit evidence that it has incurred and paid for the eligible costs set forth in Exhibit C, including statements, invoices and receipts.

V  
**GENERAL PROVISIONS**

**5.01 Default.**

A. Developer Default. The Developer shall be deemed in default of this Agreement if it:

- (i) fails to develop the Project in accordance with this Agreement;
- (ii) fails to make any monthly submission of its hotel tax return or to pay the hotel tax due and owing for that month;
- (iii) fails to pay or cause to be paid any real estate tax due and owing;
- (iv) fails to operate, or cause to be operated the Hotel;
- (v) fails to invest at least Nine Million Dollars ( \$9,000,000 in private funds in the Project; or
- (vi) fails to commence construction prior to May 1, 2020 as required in 3.03, or such later date as extended as provided herein.

In the event of a Developer default, the Village shall give Developer notice, and Developer shall have 30 day(s) to cure such default. If the Developer does not cure its default, the Village shall have the right to stop making payments to Developer as its sole and exclusive remedy, in addition to the right to purchase the Property as set forth in section 3.03. However, nothing contained herein shall be construed as limiting the Village's remedies in enforcing Village Codes and ordinances.

B. Village Default. The Village shall be in default of this Agreement in the event Developer is not in default and the Village fails to make timely payments as required herein. In case of such default, Developer shall give notice to Village of default and allow Village 30 day(s) to cure.

**5.02 Construction Indemnity.**

The Developer covenants and agrees, at its expense, to indemnify and save the Village, and its officers, agents, employees, engineers and attorneys (the "Indemnitees") against, any actions,

claims, and damages adjudicated to be a result arising directly from the Developer's construction of the Project, unless such claims, actions, damages, and demands are adjudicated to have arisen by reason of the negligent acts or omissions of the Village.

#### **5.03 Insurance.**

The Developer agrees to obtain or cause its agents and contractors to obtain workers' compensation insurance coverage as required by applicable law and general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with respect to construction of the Project. The Village shall be named as an additional insured on the general liability policy. The Developer, its contractors and agents shall maintain Workers' Compensation Insurance in amounts as required by Illinois law.

#### **5.04 Prevailing Wage.**

Developer shall be responsible for meeting the requirements of the Illinois Prevailing Wage Act (820 ILCS 130 et seq.), (the "Wage Act") as it may be deemed applicable to the Project as determined by the State of Illinois. Developer hereby indemnifies the Village for any fines, penalties or other charges including reasonable attorney's fees incurred as a result of Developer's failure to satisfy the requirements of the Wage Act. Moreover, if the State of Illinois determines the TIF Improvements are subject to the Wage Act, the Village shall have no obligation to make any payment agreed to herein to Developer without the Developer first submitting the documentation required by the Wage Act. The Village and Developer agree that the Project should not be subject to the Wage Act, and further agree not to take any action that may cause the Project to be subject to the Wage Act.

#### **5.05 Delay.**

For the purposes of any of the provisions of this Agreement, neither the Village nor Developer, nor any successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of any delay caused by events or conditions beyond the reasonable control of the party which in fact prevents the party from discharging its respective obligations hereunder and the timeframes for performance of those obligations shall be extended accordingly.

**5.06 Building, Subdivision Codes.**

The Parties agree that construction of the Project shall comply with all federal, state and Village building codes, subject to modifications as approved by the Village pursuant to the ordinances approving the plat and zoning relief.

**5.07 Right to Inspect.**

The Developer agrees that with reasonable advance notice and during normal business hours, the Village shall have the right to review from time to time, the Developer's books and records specifically relating to room revenue generated by the Hotel to verify that the hotel taxes were properly computed and paid. The Village shall also have the right to review or audit any records necessary to document that Developer has incurred and paid the TIF Costs.

**5.08 Covenant to Pay Taxes.**

Developer hereby acknowledges that the sole source of the Village's payment for the Property is the incremental real estate taxes to be generated by the Project. Developer hereby covenants to pay or cause to be paid all real estate taxes levied against the Project promptly, as soon as they become due and owing. In the event Developer fails to pay real estate taxes when due, the Village shall have the right to withhold payments to the Developer until said taxes are paid.

**VI**  
**AUTHORITY**

**6.01 Powers.**

The Village hereby represents and warrants that the Village is a home rule unit of government and has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including but not limited to the right, power and authority to acquire the Property as described herein, and this Agreement has been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions.

**6.02 Authorized Parties.**

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of the Village or the Developer is required, or the Village or the Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the Village, unless otherwise provided herein, by the Village Manager or his designee, and for the Developer by any managing member or officer as designated in writing from time to time (in any event, the officers or managing member executing this Agreement are so authorized); and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party hereto shall have any complaint against the other as a result of any such action taken.

## VII

### GENERAL PROVISIONS

#### **7.01 Time of Essence.**

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued and timely performance.

#### **7.02 Breach.**

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance by serving written notice to the other. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

#### **7.03 Amendment.**

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, evidenced by the execution of said amendment by the Parties or their successors in interest.

**7.04 No Other Agreement.**

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions of the Parties relative to the Project, the financial assistance or any other project previously contemplated by Developer. This Agreement is the full integration of the agreement of the Parties.

**7.05 Assigns.**

This Agreement shall be binding upon the Parties and their respective corporate successors and assigns. Nothing contained herein shall be construed in any way as preventing the alienation or sale of the Project or any portion thereof, nor shall anything herein be construed as limiting any rights of any lender or equity partner or investor. No consent shall be required for any pledge of the Project and this Agreement as collateral security. However, in the event the Hotel fails to open and operate, or the brand of the Hotel is changed without the Village's prior approval, the Village shall have the right to cease making payments to Developer or its assignees and to terminate this Agreement.

**7.06 Severability.**

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

**7.07 Illinois Law.**

This Agreement shall be construed in accordance with the laws of the State of Illinois.

**7.08 Notice.**

All notices and requests required pursuant to this Agreement shall be sent as follows:

To the Developer:

Shapra Group II, LLC

Equityroots, Inc.  
Attn: Bhavik S Dani  
3 Dani Lane  
Schaumburg, IL 60173

With copies to:

Goldstine, Skrodski, Russian, Nemec, and Hoff, Ltd.  
Attn: Gregory Dose and William Brennan  
835 McClintock Drive (2<sup>nd</sup> Floor)  
Burr Ridge, IL 60527

To the Village:

Office of the Village Manager  
Village of Elk Grove Village  
901 Wellington  
Elk Grove Village, Illinois 60007

With copies to:

Office of the Village Attorney  
Village of Elk Grove Village  
901 Wellington  
Elk Grove Village, Illinois 60007

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

**7.09 Partnership; No Third Party Beneficiaries.**

Nothing contained herein shall be construed as creating a partnership between the Village and Developer or as creating or conferring any interest or benefit upon any third party.

**7.10 Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.



**7.11 Recordation.** Either party shall have the right to record this Agreement or a memorandum thereof against the Property with the Cook County Recorder of Deeds.

**7.12 Exhibits.**

The exhibits attached to this agreement are hereby incorporated into and made a part of this Agreement.

**7.13 Joint and Several.**

All of the obligations set forth in this Agreement shall be joint and several obligations of Shapra Group II, LLC and any entity to which title to any portion of the Property is conveyed, as permitted by the terms of this Agreement.

**[SIGNATURE PAGES TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**VILLAGE OF ELK GROVE VILLAGE,  
COOK AND DUPAGE COUNTIES, ILLINOIS,**  
an  
Illinois Municipal Corporation

By: \_\_\_\_\_  
Mayor Craig B. Johnson

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
**SHAPRA GROUP II, LLC**, a Illinois limited liability company

By: Equityroots, Inc. a Delaware Corporation  
Its: Manager

By: Bhavik S. Dani  
Its: President

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for the said County, in the State aforesaid, DO  
HEREBY CERTIFY that **Craig B. Johnson, Mayor of the Village of Elk Grove Village**,  
personally known to me to be the same person whose name is subscribed to the foregoing  
instrument as such Mayor, appeared before me this day in person and acknowledged that he/she  
signed and delivered the said instrument as his/her own free and voluntary act and as the free and  
voluntary act of said Village, for the uses and purposes set forth therein; and the said Village  
Clerk then and there acknowledged that he/she, as custodian of the corporate seal of said Village,  
did affix the corporate seal of said Village to said instrument, as his/her own free and voluntary  
act and as the free and voluntary act of said Village, for the uses and purposes set forth therein.

Witness my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires

\_\_\_\_\_

(Seal)

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Bhavik S. Dani**, personally known to me to be the person whose name are subscribed to the foregoing instrument on behalf of **Shapra Group II, LLC** and **Equityroots, Inc.**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said companies for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **EXHIBITS**

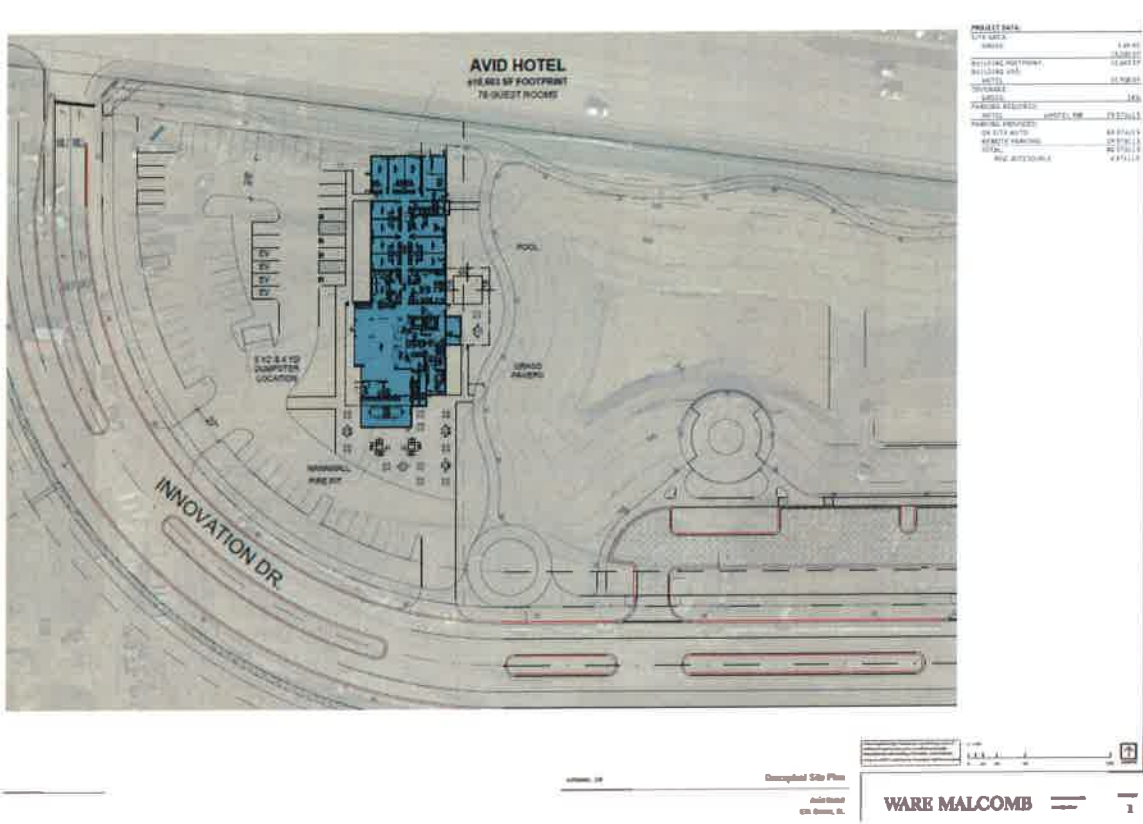
- A. Legal description of the Property
- B. Preliminary Site Plan & 3D Renderings
- C. TIF Eligible Project Costs

**Exhibit A**  
**Legal Description**

LOT 2 IN THE FINAL PLAT OF ELK GROVE TECHNOLOGY PARK RESUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 2018 AS DOCUMENT #1817016002 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

# Exhibit B

## Preliminary Civil Site Plan



**Exhibit B**  
**Architectural 3D Renderings**



*South facing view of business center and patio*



*East facing view of Avid hotel front entrance*





*Typical king guestroom*



*Sitting area near lobby*



*Front entrance with storefront glazing and outdoor seating*

**Exhibit C**  
**TIF Eligible Project Costs**

- Market analysis, survey and appraisal studies (\$25,000)
- Legal, planning, accounting, engineering and architectural fees (\$150,000)
- Village, MWRD, Illinois EPA permitting fees (\$150,000)
- Site development and stormwater management improvements (\$500,000)
- Financing costs exclusive of interest (\$90,000)
- Financing costs - 30% of interest expense (\$850,000)
- Job training, career education costs (\$25,000)
- **Developer reserves the right to reallocate estimated costs among line items.**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A LICENSE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND SUNRISE RETAIL DEVELOPMENT, LLC (1600 OAKTON STREET)**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois, as follows:

**Section 1:** That the Mayor be and is hereby authorized to sign the attached documents marked:

**LICENSE AGREEMENT**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor.

**Section 2:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and effective on this \_\_\_\_ day of January, 2020 (“Effective Date”) by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage counties (“Village”) and Sunrise Retail Development, LLC, an Illinois limited liability company (“Developer”).

### RECITALS

A. Village is the exclusive owner of certain property commonly known as 1600 Oakton Street (the “Property”) located in the Village. The Property is currently improved with a vacated hotel building (“Building”).

B. The parties have entered into a redevelopment agreement dated August 5, 2019 (“RDA”) pursuant to which the Village has agreed, subject to certain terms and conditions, to convey title to the Property to Developer in phases as part of a redevelopment project undertaken by the Village.

C. Prior to conveying the Property, the parties have agreed that Developer can begin certain pre-construction activities within the Building to prepare it and the Property for redevelopment.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follows:

1. Recitals. The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

2. Grant of Authority. The Village hereby grants a non-exclusive license (“License”) to Developer to allow Developer, its contractors and agents to enter onto the Property to begin removing personal property and debris and making such other internal modifications in the Building as expressly agreed to by the Village. Developer, its contractors and agents shall at all times comply with all applicable codes and laws. Developer shall make no improvements or alterations to the exterior of the Building unless and until Developer has obtained all required permits from the Village, the Metropolitan Water Reclamation District and any other governmental authority having jurisdiction over the Property. All work done in the Building shall be done at the sole cost of the Developer.

3. Term; Termination. The License shall begin on the Effective Date and shall terminate upon the earlier of the Village conveying title of the Property to the Developer, or, the delivery of a written ten (10) day termination notice by either party to the other. If terminated, Developer shall vacate and secure the Building at its own cost and expense.

4. Insurance; Security; Indemnification. Developer shall maintain liability and workman’s compensation insurance in amounts consistent with those set forth in the RDA.

Before entering onto the Property, Developer shall deliver a certificate of such insurance naming the Village as an additional insured. Developer hereby covenants and agrees, at its expense, to indemnify and save the Village, and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless against, any actions, claims, fines, and damages adjudicated to be a result arising directly from Developer's entry and activities on the Property, unless such claims, actions, and damages are adjudicated to have arisen by reason of the negligent acts or omissions of the Village.

5. No Amendment to RDA. Nothing contained herein shall be construed as amending or otherwise altering the RDA; all of its terms and conditions shall remain in full force and effect.

6. Notice. All notices required or permitted to be given to either party by the other party under this License Agreement shall be sent to the parties in the manner and at the addresses set forth in notice provisions of the RDA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

**VILLAGE OF ELK GROVE VILLAGE,  
COOK AND DUPAGE COUNTIES,  
ILLINOIS,**  
an Illinois Municipal Corporation

By: \_\_\_\_\_  
Mayor Craig B. Johnson

**SUNRISE RETAIL DEVELOPMENT,  
LLC, an Illinois limited liability company**

By: \_\_\_\_\_  
Its: Managing Member