



ADDENDUM

REGULAR VILLAGE BOARD MEETING

February 23, 2021
7:00 PM

6. CONSENT AGENDA

- i. Consideration to adopt Ordinance No. 3693 granting a Special Use Permit to Chowdhury Group LLC to permit the operation of a hotel in an I-2 Industrial Zoned District with certain conditions on property located at 2300 E. Higgins Road, Elk Grove Village.

(This item was discussed at the February 9, 2021 Village Board Meeting and currently appears under Unfinished Business.)

- j. Consideration to adopt Resolution No. 17-21 authorizing the Mayor and Village Clerk to execute an Annexation Agreement between the Village of Elk Grove Village and Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated October 10, 2017, and known as Trust No. 8002376072, Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated August 8, 2018, and known as Trust No. 8002378737, Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 2, 2004, and known as Trust No. 133485, Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 11, 2013, and known as Trust No. 8002363357, Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 11, 2013, and known as Trust No. 8002363356, Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated July 26, 2006, and known as Trust No. 8002347031 and AGG Properties LLC. (Higgins/Roppolo/Richard)

(A public hearing on the annexation agreement was held before the Village Board on Tuesday, February 23, 2021 at 6:45 p.m.)

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 GRANTING A SPECIAL USE PERMIT TO CHOWDHURY GROUP LLC TO PERMIT THE OPERATION OF A HOTEL IN AN I-2 INDUSTRIAL ZONED DISTRICT WITH CERTAIN CONDITIONS ON PROPERTY LOCATED AT 2300 E. HIGGINS ROAD, ELK GROVE VILLAGE

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 granting a Special Use Permit to Chowdhury Group LLC to permit the operation of a hotel in an I-2 Industrial Zoned property located at 2300 E. Higgins Road and legally described hereinafter; and

WHEREAS, The Mayor and Board of Trustees of the Village of Elk Grove Village, after considering the recommendation and findings of said Plan Commission find and believe it to be in the best interest of the Village that said Special Use Permit be granted 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 there is hereby granted a Special Use Permit to Chowdhury Group LLC to permit the operation of a hotel in an I-2 Industrial Zoned District on property located at 2300 E. Higgins Road, Elk Grove Village, subject to the following conditions:

1. Construction on the facility must begin within one year from the approved date of this Ordinance and shall be in compliance with all Village Codes.
2. The Petitioner shall provide a revised landscape plan to the Plan Commission for approval prior to receiving a certificate of occupancy.
3. The Petitioner shall provide a revised site plan to Community Development, which shows no more than 89 parking stalls, prior to receiving building permits.

Section 2: That this Special Use Permit is only valid for Chowdhury Group LLC at 2300 E. Higgins Road and expires at the time that Chowdhury Group LLC is no longer located at the subject property.

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** _____ **2021.**

APPROVED this _____ **day of** _____ **2021.**

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

OrdSpecialuse2300E.Higgins,Hotel

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED OCTOBER 10, 2017, AND KNOWN AS TRUST NO. 8002376072, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED AUGUST 8, 2018, AND KNOWN AS TRUST NO. 8002378737, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED NOVEMBER 2, 2004, AND KNOWN AS TRUST NO. 133485, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED NOVEMBER 11, 2013, AND KNOWN AS TRUST NO. 8002363357, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED NOVEMBER 11, 2013, AND KNOWN AS TRUST NO. 8002363356, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED JULY 26, 2006, AND KNOWN AS TRUST NO. 8002347031 AND AGG PROPERTIES LLC (HIGGINS/ROPOLO/RICHARD)

WHEREAS, on February 23, 2021, a public hearing was held pursuant to Section 65 ILCS 5/11-15.1, et seq. of the Illinois Municipal Code to consider the approval of an Annexation Agreement between the Village of Elk Grove Village and the designated owners of property to be annexed to the Village; and

WHEREAS, as a result of the testimony and evidence presented at said public hearing, the Mayor and Board of Trustees of the Village of Elk Grove Village find and believe it to be in the best interest of the Village that the Annexation Agreement between the Village and designated owners be approved.

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 an Annexation Agreement between the Village of Elk Grove Village and the designated owners which is attached hereto and made a part hereof and the Village Clerk is authorized to attest said document 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** _____ **2021.**

APPROVED this _____ **day of** _____ **2021.**

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RESAnnexAgmt,Gullo

This Document was Prepared by, and
When Recorded Return to:

Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
Attention: Village Attorney

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "**Agreement**") is entered into as of the ___ day of February, 2021 (the "**Effective Date**"), between the VILLAGE OF ELK GROVE VILLAGE, an Illinois home rule municipal corporation (the "**Village**"), and CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED OCTOBER 10, 2017, AND KNOWN AS TRUST NO. 8002376072, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED AUGUST 8, 2018, AND KNOWN AS TRUST NO. 8002378737, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED NOVEMBER 2, 2004, AND KNOWN AS TRUST NO. 133485, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED NOVEMBER 11, 2013, AND KNOWN AS TRUST NO. 8002363357, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED NOVEMBER 11, 2013, AND KNOWN AS TRUST NO. 8002363356, CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED JULY 26, 2006, AND KNOWN AS TRUST NO. 8002347031 and AGG PROPERTIES LLC, an Illinois limited liability company (collectively, the "**Owners**") (the Village and each of the Owners individually are a "**Party**" and collectively are the "**Parties**").

In consideration of the representations and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge and agree, the Parties hereby agree as follows:

1. Recitals.

A. The Owners own certain real property located in unincorporated Cook County legally described on **Exhibit A** attached to this Agreement (the "**Property**").

B. Pursuant to the provisions of that certain Settlement Agreement, dated as of December 8, 2020, between the Parties, the Parties enter into this Agreement to provide for the terms pursuant to which the Property, or portions thereof, may be annexed by the Village.

C. The Parties enter into this Agreement pursuant to Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 15.1-1 *et seq.* (the "**Statute**").

D. The Village and the Owners have determined that the annexation of the Property in accordance with the provisions of this Agreement are in the best interest of the Village and the Owners.

E. The Board of Trustees of the Village (the "**Board**") has given all notices and held all public hearings required by the Statute to be given and held before the execution of this Agreement by the Village, and the Village has taken all other actions legally required to be taken to approve, execute, and deliver this Agreement.

F. The Board has adopted, by a vote of at least two-thirds of the members of the Board, an ordinance authorizing the Village to execute this Agreement.

2. Annexation.

A. Owners' Right to Petition for Annexation. At all times during the term of this Agreement, any or all of the Owners shall have the right, but not the obligation, to file with the Village a petition for annexation ("**Petition**") requesting the Village to annex, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, all or any portion of the Property that is then contiguous with the corporate boundaries of the Village ("**Petition Property**").

B. Village's Obligation to Annex. If, at any time during the term of this Agreement, any of the Owners file a petition with the Village seeking the annexation by the Village of any Petition Property owned by such Owners, the Village shall, within 90 days after receipt of the Petition, take all actions required under applicable law to validly and effectively annex the Petition Property pursuant to 65 ILCS 5/7-1-8. Before any Petition Property is annexed pursuant to this Section 2.B, the Parties shall diligently and in good faith attempt to negotiate mutually agreed terms that will govern the Petition Property upon and after annexation. In the event that the Owners and the Village are not able in good faith to mutually agree upon such terms, upon and after annexation of the Petition Property all uses and structures in existence on the Petition Property on the date that the Village received the Petition shall be legal nonconforming uses and structures and shall be permitted to remain unless and until such legal nonconforming uses and structures are substantially changed or abandoned. For the purpose of this Agreement, "substantially changed" means greater than 50 percent and "abandoned" means continuous cessation of a legal nonconforming use for a period greater than 12 months.

C. No Other Annexation of the Property; No Condemnation. Except in accordance with the specific provisions of Section 2.B of this Agreement, the Village shall not, pursuant to any provision of Article 7, Division 1 of the Illinois Municipal Code, 65 ILCS 5/7-1-

1 *et seq.*, including, without limitation, Section 7-1-13 of the Illinois Municipal Code, annex, or take any actions in furtherance of the annexation of, the Property, or any part thereof. The Village shall not condemn, or take any action in furtherance of the condemnation of, the Property, or any part thereof, pursuant to the Village's power of eminent domain.

D. No Extraterritorial Control Over Property. Notwithstanding the provisions of Section 11-15.1-2.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-2.1, the Village agrees, in the exercise of its home rule power, that, at all times during which any portions of the Property have not been annexed by the Village and remain unincorporated: (i) those portions of the Property shall not be subject to the ordinances, control, and jurisdiction of the Village; and (ii) the Village shall not in any way assert that those portions of the Property are subject to, or attempt to enforce with respect to those portions of the Property, the ordinances, control, and jurisdiction of the Village, including the Village's extraterritorial planning jurisdiction.

3. Cooperation. The Parties agree to cooperate in good faith in connection with the exercise of their respective rights and the performance of their respective obligations under this Agreement. Any cooperation by the Village that exceeds the performance of its obligations set forth in the other provisions of this Agreement shall be at no cost to the Village.

4. Representations, Warranties, and Covenants. Each Party, with respect to itself, represents, warrants, and covenants that:

A. The Party has all necessary legal and corporate authority to enter into this Agreement and to perform its respective obligations under this Agreement, and the person executing this Agreement on behalf of the Party is duly authorized to bind, and has the legal capacity to execute, this Agreement on behalf of the Party;

B. This Agreement is a valid and binding agreement, enforceable against the Party in accordance with its terms; and

C. The Party shall not take or omit to take any action that could adversely affect its authority to enter into this Agreement and perform its obligations under this Agreement

5. Term. Pursuant to the Statute, the term of this Agreement is 20 years, commencing on the Effective Date.

6. Recordation. Within 30 days after the full execution and delivery of this Agreement, the Village shall, at no cost to the Owners, record this Agreement against the Property with the office of the Cook County Recorder of Deeds.

7. Covenant Running with the Land; Binding Effect. The provisions of this Agreement are covenants running with the Property and are binding upon and inure to the benefit of each of the Parties and each of their respective grantees, mortgagees, lessees, successors, and assigns.

8. Enforcement. In the event that any Party to this Agreement does not perform its obligations in accordance with the provisions of this Agreement, the other Party or Parties may enforce this Agreement by an action or other proceeding for injunctive relief, specific performance,

and/or mandamus. If any action or other proceeding is commenced to enforce any of the terms of this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, costs, and expenses, in addition to any other relief granted.

9. General Provisions.

A. Conflicts. In the event that any provision of this Agreement conflicts with any provision of any resolution, ordinance, or other agreement of the Village in effect on and after the Effective Date, this Agreement shall control.

B. Entire Agreement. This Agreement is the complete Agreement between the Parties regarding the subject matter of this Agreement and supersedes any and all prior and contemporaneous written and oral communications, agreements, and understandings. With respect to the subject matter of this Agreement, this Agreement sets forth all promises, agreements, conditions, inducements, understandings, representations and warranties between the Parties, and there are no promises, agreements, conditions, inducements, representations or warranties, express or implied, between the Parties, other than as specifically set forth herein.

C. Amendments and Modifications. No amendment of or modification to this Agreement shall be valid and binding against the Parties unless agreed to in writing and executed and delivered by all of the Parties in accordance with the requirements of the Statute and any other applicable law.

D. Notices. Any notice to a Party under this Agreement shall be in writing by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reputable delivery company, such as Federal Express, UPS, or United States Parcel Service. Until further notification by written notice in the manner required by this Section 9.D, notices to the Parties shall be delivered to the following addresses:

If to the Village: Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
Attention: Village Administrator

With a copy to: Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
Attention: Village Attorney

If to the Owners: George Gullo Development Corporation
2050 E. Higgins Road
Elk Grove Village, IL 60007
Attention: Mario Gullo

With a copy to: Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, IL 60601

Attention: Joseph P. Gattuso and Karl D. Camillucci

With a copy to:

Michael A. Alesia & Associates, P.C.
1701 Woodfield Road, #925
Schaumburg, IL 60173
Attention: Michael A. Alesia

E. Effect on Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law that have vested or may vest pursuant to common law or otherwise.

F. Further Assurances. Upon the request of another Party, each Party agrees to furnish to the other Party such information, execute and deliver to the other Party such documents, and do such other acts and things, all as reasonably required for the purpose of carrying out the purposes of this Agreement.

G. No Personal Liability. The Parties acknowledge and agree that the individuals who are members of the corporate authorities of the Village and the members, managers, directors, [attorneys] and beneficiaries of the Owners are entering into this Agreement in their official and corporate capacities and shall have no personal liability in their individual capacities.

H. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

I. Non-Waiver. Neither Party may waive any condition or breach of any representation, provision, covenant, or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the representation, provision, covenant, or condition waived. The waiver by either Party of any condition or breach of any representation, provision, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any other representation, provision, condition, or covenant or of any subsequent breach of the same or of any other representation, provision, condition, or covenant of this Agreement.

J. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, irrespective of conflicts of law rules. Any judicial proceeding to enforce the provisions of this Agreement shall be filed in the Circuit Court of Cook County.

K. Remedies Cumulative. The Parties' rights and remedies hereunder shall be cumulative. The exercise of any rights or remedies shall not preclude enforcement of other rights and remedies or waive other rights and remedies.

L. Effective Date. Upon full execution and delivery by the Parties, this Agreement shall be effective upon and after the Effective Date set forth above.

M. Severability. In the event that any term, covenant or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or against public policy, that term, covenant or provision shall be severable and the remaining provisions of this Agreement shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date stated above.

CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER THE TRUST
AGREEMENT DATED OCTOBER 10, 2017,
AND KNOWN AS TRUST NO. 8002376072

By: Biesterfield Partners, LLC
Its: Beneficiary

By: _____
Mario Gullo
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by Mario Gullo, as the Manager of Biesterfield Partners, LLC, an Illinois limited liability company, which is the beneficiary of Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated October 10, 2017, and known as Trust No. 8002376072, which person is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2021.

Notary Public

My commission expires:

[NOTARY SEAL OR STAMP]

[Signature page to Annexation Agreement]

CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER THE TRUST
AGREEMENT DATED AUGUST 8, 2018, AND
KNOWN AS TRUST NO. 8002378737

By: Gullo Property, LLC
Its: Beneficiary

By: _____
Mario Gullo
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by Mario Gullo, as the Manager of Gullo Property, LLC, an Illinois limited liability company, which is the beneficiary of Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated August 8, 2018, and known as Trust No. 8002378737, which person is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2021.

Notary Public
My commission expires:

[NOTARY SEAL OR STAMP]

[Signature page to Annexation Agreement]

CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER THE TRUST
AGREEMENT DATED NOVEMBER 2, 2004,
AND KNOWN AS TRUST NO. 133485

By: Elmhurst Landmeier Property, LLC
Its: Beneficiary

By: _____
Mario Gullo
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by Mario Gullo, as the Manager of Elmhurst Landmeier Property, LLC, an Illinois limited liability company, which is the beneficiary of Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 2, 2004, and known as Trust No. 133485, which person is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2021.

Notary Public
My commission expires:

[NOTARY SEAL OR STAMP]

[Signature page to Annexation Agreement]

CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER THE TRUST
AGREEMENT DATED NOVEMBER 11, 2013,
AND KNOWN AS TRUST NO. 8002363357

By: Higgins Roppolo, LLC
Its: Beneficiary

By: _____
Mario Gullo
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by Mario Gullo, as the Manager of Higgins Roppolo, LLC, an Illinois limited liability company, which is the beneficiary of Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 11, 2013, and known as Trust No. 8002363357, which person is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2021.

Notary Public
My commission expires:

[NOTARY SEAL OR STAMP]

[Signature page to Annexation Agreement]

CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER THE TRUST
AGREEMENT DATED NOVEMBER 11, 2013,
AND KNOWN AS TRUST NO. 8002363356

By: Roppolo Drive, LLC
Its: Beneficiary

By: _____
Mario Gullo
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by Mario Gullo, as the Manager of Roppolo Drive, LLC, an Illinois limited liability company, which is the beneficiary of Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 11, 2013, and known as Trust No. 8002363356, which person is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2021.

Notary Public
My commission expires:

[NOTARY SEAL OR STAMP]

[Signature page to Annexation Agreement]

CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER THE TRUST
AGREEMENT DATED JULY 26, 2006, AND
KNOWN AS TRUST NO. 8002347031

By: GMA Properties, LLC
Its: Beneficiary

By: _____
Mario Gullo
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by Mario Gullo, as the Manager of GMA Properties, LLC, an Illinois limited liability company, which is the beneficiary of Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated July 26, 2006, and known as Trust No. 8002347031, which person is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2021.

Notary Public
My commission expires:

[NOTARY SEAL OR STAMP]

[Signature page to Annexation Agreement]

AGG PROPERTIES LLC, an Illinois limited liability company

By: _____
Mario Gullo
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by Mario Gullo, as the Manager of AGG Properties LLC, an Illinois limited liability company, which person is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of February, 2021.

Notary Public
My commission expires:

[NOTARY SEAL OR STAMP]

[Signature page to Annexation Agreement]

ATTEST

THE VILLAGE OF ELK GROVE VILLAGE

By: _____
Its: Village Clerk

By: _____
Its: Mayor

[Signature page to Annexation Agreement]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

1. Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated October 10, 2017, and known as Trust No. 8002376072: 2010 E. Higgins Road, Elk Grove Village, Illinois 60007 (PINs 08-26-102-002-0000; 08-26-102-036-0000; 08-26-102-040-0000).

PARCEL A - THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY AND NORTHEASTERLY OF THE CENTER LINE OF HIGGINS ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT IN THE CENTER OF HIGGINS ROAD; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT, 377.60 FEET; THENCE EAST AT RIGHT ANGLES 100 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID TRACT, 493.60 FEET TO THE TO THE CENTER LINE OF HIGGINS ROAD, THENCE NORTHWESTERLY 153.15 FEET TO THE PLACE OF BEGINNING. ALSO THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT IN THE CENTER OF HIGGINS ROAD; THENCE NORTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26, 377.60 FEET TO THE POINT OF BEGINNING; THENCE EAST NORMAL TO THE LAST DESCRIBED LINE 281.11 FEET TO THE SOUTHERLY LINE OF THE LANDS OF THE NORTHERN ILLINOIS GAS COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF THE LANDS OF THE NORTHERN ILLINOIS GAS COMPANY, SAID LINE BEING AN ARC CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 3072.29 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26, 180.87 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL B - THE EAST 240.00 FEET OF THE WEST 340.00 FEET OF THE SOUTH 210.00 FEET OF THE NORTH 920.70 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE ABOVE- DESCRIBED PREMISES THAT PART THEREOF FALLING NORTHEASTERLY OF A LINE DRAWN 82.50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY, IN COOK COUNTY, ILLINOIS.

2. Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated August 8, 2018, and known as Trust No. 8002378737: 2050 E. Higgins Road, Elk Grove Village, Illinois 60007 (PIN 08-26-102-041-0000).

THE EAST 240 FEET OF THE WEST 340 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF HIGGINS ROAD (EXCEPT THEREFROM THE NORTH 710.70 FEET THEREOF) AND (EXCEPT THAT PART CONVEYED TO NORTHERN ILLINOIS GAS

COMPANY, A CORPORATION OF ILLINOIS BY DEED RECORDED APRIL 8, 1959 AS DOCUMENT 17502849) AND (EXCEPT THE EAST 240 FEET OF THE WEST 340 FEET OF THE SOUTH 210 FEET OF THE NORTH 920.70 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN) IN COOK COUNTY, ILLINOIS.

3. Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 2, 2004, and known as Trust No. 133485: 2101 E. Higgins Road, Elk Grove Village, Illinois 60007 (PIN 08-26-103-014-0000).

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST 370.89 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST 10.0 FEET; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST 35.29 FEET TO THE CENTER LINE OF CREEK; THENCE SOUTH 48 DEGREES 39 MINUTES 20 SECONDS WEST ALONG THE CENTER LINE OF CREEK 189.70 FEET; THENCE SOUTH 69 DEGREES 41 MINUTES 20 SECONDS WEST 15.76 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 11 SECONDS WEST 404.42 FEET TO A LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF HIGGINS ROAD THROUGH THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 44 MINUTES 50 SECONDS EAST 214.49 FEET TO THE POINT OF BEGINNING, ALL IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER BEING A PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 11, 2013, and known as Trust No. 8002363357: 2151 E. Higgins Road, Elk Grove Village, Illinois 60007 (PIN 08-26-103-015-0000).

THAT PART LYING NORTH OF THE CENTER OF CREEK OF LOT 1 IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF LOT 1, BEING MORE PARTICULARLY DESCRIBED BY BEGINNING AT A POINT IN THE WEST LINE THEREOF WHICH IS 158.65 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 1423.54 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF, AND THE CENTER OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES, 46 MINUTES, 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 AND THE CENTER OF HIGGINS ROAD, 1064.68 FEET TO THE CENTER LINE OF CREEK; THENCE ALONG THE CENTER LINE OF CREEK SOUTH 48 DEGREES 08 MINUTES WEST, 249.71 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES WEST, 188 FEET; THENCE SOUTH 49 DEGREES 21 MINUTES WEST, 394.44 FEET; THENCE SOUTH 15 DEGREES, 10

MINUTES, 50 SECONDS WEST, 131.40 FEET ALONG THE CENTER LINE OF SAID CREEK TO THE PLACE OF BEGINNING, (EXCEPTING FROM SAID PART OF LOT 1 THE SOUTHWESTERLY 17 FEET OF THE NORTHEASTERLY 50 FEET THEREOF FOR HIGGINS ROAD); (EXCEPTING FROM SAID PART OF LOT 1 THE SOUTHWESTERLY 10 FEET OF THE NORTHEASTERLY 60 FEET THEREOF, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 1 AND THE CENTER LINE OF CREEK; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE OF CREEK, A DISTANCE 50 FEET FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 35 FEET TO A POINT; THENCE SOUTHWEST AND AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10 FEET TO A POINT; THENCE SOUTHEAST AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 35 FEET TO THE CENTER LINE OF CREEK; THENCE NORTHEAST 10 FEET (AS MEASURED ALONG SAID CENTER LINE) TO THE PLACE OF BEGINNING); (EXCEPTING THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST 370.89 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST 10 FEET; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST 35.29 FEET TO THE CENTER LINE OF CREEK; THENCE SOUTH 48 DEGREES 39 MINUTES 20 SECONDS WEST ALONG THE CENTER LINE OF CREEK 189.70 FEET; THENCE SOUTH 69 DEGREES 41 MINUTES 20 SECONDS WEST 15.76 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 11 SECONDS WEST 404.42 FEET TO A LINE DRAWN PERPENDICULAR TO THE CENTER LINE OF HIGGINS ROAD THROUGH THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 44 MINUTES 50 SECONDS EAST 214.48 FEET TO THE POINT OF BEGINNING); (EXCEPTING THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST AT RIGHT ANGLES THERETO 214.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST 404.42 FEET TO THE CENTER OF CREEK; THENCE SOUTH 69 DEGREES 41 MINUTES 20 SECONDS WEST 172.24 FEET; THENCE SOUTH 49 DEGREES 52 MINUTES 20 SECONDS WEST 394.44 FEET; THENCE SOUTH 16 DEGREES 24 MINUTES 41 SECONDS WEST ALONG THE CENTER LINE OF SAID CREEK 129.96 FEET TO A POINT IN THE WEST LINE OF SAID LOT 1 WHICH IS 158.65 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST ALONG SAID WEST LINE 523.77 FEET TO A POINT WHICH IS 897.95 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST AT RIGHT

ANGLES THERETO 215.40 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST 205.47 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET FOR A DISTANCE OF 12.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 49 DEGREES 44 MINUTES 50 SECONDS EAST 13.86 FEET TO THE POINT OF BEGINNING) (EXCEPTING THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST AT RIGHT ANGLES THERETO 214.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 DEGREES 15 MINUTES 10 SECONDS WEST 112.73 FEET TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID LOT THROUGH A POINT THEREIN 586.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 25 MINUTES 49 SECONDS WEST ALONG SAID PERPENDICULAR LINE 157.38 FEET TO SAID POINT IN THE WEST LINE OF SAID LOT BEING 586.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG SAID WEST LINE 311.19 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST AT RIGHT ANGLES THERETO 215.40 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST 205.47 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET FOR A DISTANCE OF 12.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 49 DEGREES 44 MINUTES 50 SECONDS EAST 13.86 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

5. Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated November 11, 2013, and known as Trust No. 8002363356: 650 Roppolo Drive, Elk Grove Village, Illinois 60007 (PINs 08-26-103-016-0000 and 08-26-103-017-0000).

PARCEL 1: THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST AT RIGHT ANGLES THERETO 214.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 DEGREES 15 MINUTES 10 SECONDS WEST 112.73 FEET TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID LOT THROUGH A POINT THEREIN 586.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 25 MINUTES 49 SECONDS WEST ALONG SAID PERPENDICULAR LINE 157.38 FEET TO SAID POINT IN THE WEST LINE OF SAID LOT BEING 586.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG SAID WEST LINE 311.19 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST AT RIGHT ANGLES THERETO 215.40 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST 205.47 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY AND HAVING A RADIUS OF

15.00 FEET FOR A DISTANCE OF 12.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 49 DEGREES 44 MINUTES 50 SECONDS EAST 13.86 FEET TO THE POINT OF BEGINNING, ALL IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING A PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BEING IN THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE WEST LINE THEREOF 76.49 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF HIGGINS ROAD; THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID PARALLEL LINE 601.76 FEET; THENCE SOUTH 49 DEGREES 44 MINUTES 50 SECONDS WEST AT RIGHT ANGLES THERETO 214.48 FEET; THENCE NORTH 40 DEGREES 15 MINUTES 10 SECONDS WEST 112.73 FEET TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID LOT THROUGH A POINT THEREIN 586.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 25 MINUTES 49 SECONDS WEST ALONG SAID PERPENDICULAR LINE 157.38 FEET TO SAID POINT IN THE WEST LINE OF SAID LOT BEING 586.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST ALONG SAID WEST LINE 311.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 34 MINUTES 11 SECONDS WEST 40.00 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST AT RIGHT ANGLES THERETO 215.40 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 11 SECONDS EAST 40.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 49 SECONDS WEST 215.40 FEET TO THE POINT OF BEGINNING, ALL IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING A PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

6. Chicago Title Land Trust Company, as Trustee under the Trust Agreement dated July 26, 2006, and known as Trust No. 8002347031: 2201 E. Higgins Road, Elk Grove Village, Illinois 60007 (PINs 08-26-103-021-0000 and 08-26-103-022-0000).

THAT PART OF LOT 1 IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING A PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 353.71 FEET THEREOF WITH THE NORTH LINE OF THE SOUTH 82.5 FEET THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 82.5 FEET AFORESAID, 335.49 FEET; THENCE NORTH 17 DEGREES 54 MINUTES 34 SECONDS EAST, 146.84 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 48 SECONDS EAST, 27.31 FEET; THENCE NORTH 17 DEGREES 54 MINUTES 34 SECONDS EAST, 10.73 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 48 SECONDS EAST, 10.29 FEET; THENCE NORTH 17 DEGREES 54 MINUTES 34 SECONDS EAST, 63.96 FEET; THENCE NORTH 18 DEGREES 39 MINUTES 59 SECONDS EAST, 42.13 FEET; THENCE NORTH 26 DEGREES 39 MINUTES 17 SECONDS EAST, 69.42 FEET; THENCE NORTH 69 DEGREES 23 MINUTES 24 SECONDS EAST, 10.54 FEET;

THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 505.0 FEET FOR AN ARC DISTANCE OF 124.52 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 50.0 FEET OF SAID LOT 1 (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 57 DEGREES 18 MINUTES 33 SECONDS EAST); THENCE SOUTH 40 DEGREES 15 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF SAID NORTHEASTERLY 50.0 FEET, FOR A DISTANCE OF 158.75 FEET TO THE WEST LINE OF THE EAST 353.71 FEET OF LOT 1 AFORESAID; THENCE SOUTH 00 DEGREES 30 MINUTES 12 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 294.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

7. AGG Properties LLC: 750 Richard Lane, Elk Grove Village, Illinois 60007 (PIN 08-26-301-045-0000).

THE SOUTH 159.58 FEET OF THE NORTH 389.58 FEET OF THE EAST 360 FEET OF THE WEST 986.4 FEET OF THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING A PART OF SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.