



AGENDA

REGULAR VILLAGE BOARD MEETING

AUGUST 17, 2021

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR STEFAN POTUZNİK, CHRISTUS VICTOR LUTHERAN CHURCH)

3. APPROVAL OF MINUTES OF JULY 20, 2021

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: JULY 31, 2021 \$3,275,300.05
AUGUST 3, 2021 \$ 350,548.90
AUGUST 17, 2021 \$1,287,479.18

6. CONSENT AGENDA

- a. Consideration of a request from the Rotary Club of Elk Grove Village to waive the fee for a temporary Class D liquor license (\$2,100) for the Village's Oktoberfest on September 17 and 18, 2021.

(The fee for a Class D Liquor License is \$2,100.

(Rotary Club is running the sale of alcoholic beverages at the Village's Oktoberfest.

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

- b. Consideration of requests from AMITA Health - Alexian Brothers Medical Center, 800 Biesterfield Road, to waive permit fees in the amount of \$5,450 for the following projects:

- Installation of a temporary kitchen trailer in the amount of \$750
- Buildout for administrative suite in the amount of \$4,700

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

(The Director of Community Development recommends approval.)

- c. Consideration of requests from the Elk Grove Park District to waive permit fees in the amount of \$6,962 for the following projects:
- Playground renovation and sidewalk installation at Jaycee Park, 889 Brantwood Ave, in the amount of \$6,287
 - Construction of a chemical storage room at Fox Run Golf Links, 333 Plum Grove Rd, in the amount of \$675

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

(The Director of Community Development recommends approval.)

- d. Consideration to make payment to the Suburban O'Hare Commission (SOC) in the amount of \$25,000 to be utilized to assist with funding for technical support and analysis to optimize the configurations and schedule for a full build-out Fly Quiet Runway Rotation Plan as approved by the SOC Board of Directors.

(The Board of Directors of the Suburban O'Hare Commission (SOC) approved a contract with JDA Aviation Consultants to provide ongoing technical and meeting support, as well as expert analysis, in order to optimize the configurations and schedule for a full build-out Fly Quiet Runway Rotation Plan.

(This contract provides for support from JDA to advocate on behalf of SOC at meetings of the O'Hare Noise Compatibility Committee.

(The contribution and dues approved on May 11, 2021 was for the 2020 calendar year.

This new contribution is for the 2021 calendar year.

(All SOC member communities contribute to fund the payment of this contract.)

- e. Consideration to award a professional service contract to Civiltech Engineering of Itasca, IL to provide the necessary construction engineering services for the Water Main Extension - IL Route 72 (E. Higgins Road) project in the amount not to exceed \$120,000 from the Busse-Elmhurst Redevelopment Fund.

(Civiltech Engineering, Inc. submitted a proposal to provide the necessary construction engineering services for the Water Main Extension – IL Route 72 (E. Higgins Road) project.

(The project consists of extending approximately 1,015 linear feet of 12” ductile iron water main pipe, approximately 505 linear feet of 6” ductile iron water main service pipe using HDD methods, 8 fire hydrants with valves, 3 valves in vaults, PCC and HMA driveway pavement patching, Class C and D patches, PCC sidewalk, sodding and parkway restoration and all incidental and collateral work necessary to complete the project.

(Civiltech has successfully completed construction supervision for numerous Village projects and have an excellent reputation in construction engineering, and are knowledgeable in Federal, State and Village standards.

(Adequate funds are available in the Busse-Elmhurst Redevelopment Fund.

(The Director of Public Works recommends approval.)

- f. Consideration to award a professional service contract to the lowest responsive and

responsible bidder Trine Construction of St. Charles, IL for the Water Main Extension - IL Route 72 (E. Higgins Road) project in the amount of \$749,661.70 from the Busse-Elmhurst Redevelopment Fund.

(On Tuesday, August 3, 2021 the Village opened sealed bids for the Water Main Extension – IL Route 72 (E. Higgins Road) project from Oakton Street to Brummel Avenue.

(The project consists of extending approximately 1,015 linear feet of 12” ductile iron water main pipe, approximately 505 linear feet of 6” ductile iron water main service pipe using HDD methods, 8 fire hydrants with valves, 3 valves in vaults, PCC and HMA driveway pavement patching, Class C and D patches, PCC sidewalk, sodding and parkway restoration and all incidental and collateral work necessary to complete the project.

(A total of thirteen (13) contractors obtained contract documents, with five (5) submitting bids.

(The lowest responsive and responsible bid was received from Trine Construction of St. Charles, IL in the amount of \$749,661.70.

(Adequate funds are available in the Busse-Elmhurst Redevelopment Fund.

(The Director of Public Works recommends approval.)

- g. Consideration to award a professional service contract to the lowest responsive and responsible bidder J. Congdon Sewer Service of Carol Stream, IL for the Water Main Improvements - Wood Street project in the amount of \$1,291,066.60 from the Water & Sewer Fund.

(On Tuesday, August 3, 2021 the Village opened sealed bids for the Water Main Improvements – Wood Streets project, which includes water main replacement on Rockwood Drive, Redwood Avenue, Cottonwood Drive and Fleetwood Lane.

(The project consists of the installation of approximately 4,200 linear feet of 8” ductile iron water main pipe, 13 new fire hydrants with valves, 16 valves in vaults, the connection of 80 residential water services to the new main, HMA pavement patching, concrete and landscape restoration, and all incidental and collateral work necessary to complete the project.

(A total of twenty-two (22) contractors obtained contract documents, with eight (8) submitting bids.

(The lowest responsive and responsible bid was received from J. Congdon Sewer Service of Carol Stream, IL in the amount of \$1,291,066.60.

(Adequate funds are available in the Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- h. Consideration to approve modifications to the two (2) existing monument signs at the Elk Grove Town Center.

(Section 7B-5-8 of the Elk Grove Zoning Ordinance requires all applications for sign permits in the B-5 Town Center Shopping District be reviewed and approved by the Mayor and Board of Trustees.

(The existing sign cabinets on the monument signs along Biesterfield Road and Arlington Heights Road will be enlarged by approximately thirty-two (32) square feet and twenty-

seven (27) square feet, respectively.

(The Director of Community Development recommends approval.)

- i. Consideration to adopt Ordinance No. 3717 to remove and replace Chapter 7, Article D of the Village of Elk Grove Village Zoning Ordinance 2410.

(This item was discussed at the July 20, 2021 Village Board Meeting and currently appears under Unfinished Business.)

- j. Consideration to adopt Ordinance No. 3718 granting a variation of Section 3-6:B of the Zoning Ordinance to permit the construction of multiple principal buildings on a single lot on property located at 101 Innovation Drive (Microsoft).

(This item was discussed at the July 20, 2021 Village Board Meeting and currently appears under Unfinished Business.)

- k. Consideration to adopt Ordinance No. 3719 amending Section 3-3-9A(3) of the Village Code to allow nineteen (19) and twenty (20) year old employees to sell and serve alcoholic liquor if they have successfully completed the BASSET alcohol servers program or approved equivalent.

(The aftermath of the COVID 19 Pandemic has caused a hardship in hiring a sufficient number of servers with a general decline in the number of individuals seeking employment.

(This ordinance amends Section 3-3-9-A(3) to permit nineteen (19) and twenty (20) year old waiters, waitresses, servers or employees of licensed establishments to sell and serve, not pour, alcoholic liquor as long as they have successfully completed a BASSET alcohol server program or approved equivalent.

(The amendment shall be in full force and effective on September 1, 2021.)

- l. Consideration to adopt Ordinance No. 3720 amending the Position Classification and Salary Plan of the Village of Elk Grove Village (Customer Service Assistant-Fire Department; Senior Clerk-Fire Department; Word Processing Operator-Police Department and Police Records Technician Part-time-Police Department.)

(This ordinance amends the Position Classification and Salary Plan adding one (1) Customer Service Assistant to the Fire Department and deleting one (1) Senior Clerk position from the Fire Department upon retirement in September of 2021; also adding one (1) Police Records Technician Part-time to the Police Department and deleting one (1) Word Processing Operator from the Police Department.)

- m. Consideration to adopt Ordinance No. 3721 amending sections of Chapter 2 Water and Sewer Use and Service of Title 7 of the Village Code with respect to water meters and stormwater management.

(This item was discussed at the Committee of the Whole Meeting on May 11, 2021.

(This ordinance establishes a stormwater management fee with rates based on water meter

size.

(The revenue from this fee will be used to support drainage improvements in the Village.
(The fee will be implemented for the September 30, 2021 water/sewer bill, for which payment is due in October 2021.)

- n. Consideration to adopt Resolution No. 43-21 authorizing the Chief of Police to execute a Memorandum of Agreement between the Village of Elk Grove Village and the Metropolitan Alliance of Police, Elk Grove Police Chapter #141 for a Police Officer hiring incentive to Illinois lateral Police Officer applicants for the Fire and Police Commission (FPC) police officer examination.

(The Elk Grove Village Fire and Police Commission (FPC) seeks to fill several vacant Police Officer positions.

(Due to Covid pandemic disruptions at the Illinois police academies, and the ever-increasing wait lists for academy spots, there is an urgent need for certified Police Officers.

(This resolution authorizes the Elk Grove Village Fire and Police Commission to offer qualified Police Officers a hiring incentive for Illinois officers with law enforcement experience. A memorandum of agreement with lateral Police Officers shall be utilized to ensure vacant positions can be filled in a timely manner.

(On behalf of the Fire and Police Commission, the Police Chief recommends Village Board approval.)

- o. Consideration to adopt Resolution No. 44-21 authorizing the Mayor and Village Clerk to execute a Water Main Easement Agreement for a Village water main by Elk Grove Park District (Udall Park, 811 Willow Lane).

(The Village has requested the dedication of a water main easement for the installation and future maintenance of a public water main through Udall Park.

(The Plat of Easement provides a twenty foot (20') water main easement through Udall Park from Redwood Avenue to Perrie Drive right-of-ways.

(The Director of Public Works recommends approval.)

- p. Consideration to adopt Resolution No. 45-21 authorizing the Mayor and Village Clerk to execute a Memorandum of Agreement between the Village of Elk Grove Village Police Department and Symetria Recovery.

(As part of the Elk Grove Village Cares program, the Elk Grove Village Police Department is serving as a conduit between addicted individuals and treatment providers to begin addiction recovery.

(The attached Memorandum of Agreement between the Elk Grove Village Police Department and Symetria Recovery outlines the responsibilities of each party regarding the addiction recovery process.

(The Chief of Police recommends approval.)

- q. Consideration to adopt Resolution No.46-21 authorizing the Mayor and Village Clerk to execute a Development and Operating Agreement for a Craft Grow Facility between the

Village of Elk Grove Village and SB IL GROW, LLC.

(On June 25, 2019, the Illinois Legislature enacted the Cannabis and Regulation and Tax Act. The Act authorizes the State the right to grant a license (“License”) for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

(The Act authorizes the State the right to grant up to 60 licenses for craft grow facilities. (The Development and Operating Agreement stipulate the conditions and requirements for the operation of a craft grow facility.

(The Elk Grove Village Business Park is a desirable location due to distances from residential zoned properties, schools, and daycare facilities, as well as its access to properly sized industrial facilities and transportation networks.)

- r. Consideration to adopt Resolution No.47-21 authorizing the Mayor and Village Clerk to execute a purchase and sale agreement between the Village of Elk Grove and Illinois I&L LL, LLC (1500 E. Higgins Road).

(This property is being purchased with the intent of future redevelopment within the Busse-Elmhurst TIF District.

(There are no plans for redevelopment at this time.)

- s. Consideration to adopt Resolution No. 48-21 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 2021 Lunt Avenue.

(2021 Lunt Avenue LLC (Applicant) is seeking a Cook County Class 6B property tax exemption for 2021 Lunt Avenue.

(The Applicant intends to occupy the abandoned subject property and rehabilitate the same for its related entity, EdgeConneX. The subject property consists of an estimated 63,250 square foot building and has been 100% vacant since January 1, 2019.

(The Applicant plans to spend approximately \$62,000,000 to rehabilitate and improve the subject property for the operations of a data center. These improvements are as follows: Upgrade the façade, update landscaping, interior/exterior build out for data center operations, office and security buildout, reconstruct the existing dock drive and apron per Village standards (as needed), resurface, seal coat and stripe the parking lot and drive (as necessary), as well as various other renovations.

(EdgeConneX has built over 40 data centers across North America, Europe, and South America. EdgeConneX currently operates a data center in Elk Grove Village located at 1800 Nicholas Blvd.

(EdgeConneX is considering a multi-phase expansion that could bring up to \$300,000,000 in new capital investment and quality jobs. This project is considered phase 1 of the multi-phase approach.

(The Class 6B classification is designed to encourage industrial development throughout

Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned buildings. The goal of Class 6B is to attract new industry, stimulate expansion and retention of existing industry and increase employment opportunities. The eligibility requirements for 6B status are new construction and substantial renovation of buildings.

(This site qualifies as it involves Occupation of Abandoned Property – With Special Circumstances.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of fair market value for ten years then 15% in the eleventh year and 20% in the twelfth year. Industrial property is currently assessed at 25% of fair market value in Cook County.

(Upon approval, the Director of Business Development and Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent with the Applicant completing the improvements stated in their application. (The Director of Business Development & Marketing recommends approval.)

- t. Consideration to adopt Resolution No. 49-21 authoring the Mayor and Village Clerk to execute a second amendment to the September 9, 2014 Development and Operating Agreement-Cultivation Facility.

(This Resolution is a second amendment to the September 9, 2014 Development and Operating Agreement with MP Illinois, LLC., (Cultivator 2), the successor in interest to IGM.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Rummel

- a. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Blvd. (A Public Hearing date is yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Rummel

- a. ZBA Docket 21-2 - Consideration of a petition submitted by Kimley-Horn and Associates for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations and heights for fences in industrial zoning districts for property located at 800 E. Devon Avenue. (PH 07-08-2021)
- b. ZBA Docket 21-4 - Consideration of a petition submitted by Juan Nevarez seeking variations from the Elk Grove Village Zoning Ordinance as it pertains to permitted locations for fences in residential zoning districts for property located at 951 Borman Court. (PH 07-29-2021)

- 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
 - a. Newsletter Redesign
- 15. RECYCLING & WASTE COMMITTEE** - Trustee Feichter
- 16. PARADE COMMITTEE** - Trustee Czarnik
- 17. PERSONNEL COMMITTEE** - Trustee Franke
- 18. JUDICIARY, PLANNING AND ZONING COMMITTEE** - Trustee Prochno
- 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 variation to permit multiple principal buildings on one lot for property located at 101 Innovation Drive.

- b. Village Attorney - Direct the Village Attorney to prepare the necessary documents to remove and replace Chapter 7, Article D of the Village of Elk Grove Village Zoning Ordinance 2410 pertaining to the Innovation and Technology Center District.

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 REMOVING AND REPLACING CHAPTER 7, ARTICLE D OF THE VILLAGE OF ELK GROVE VILLAGE ZONING ORDINANCE 2410

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 Chapter 7, Article D be removed and replaced to read as follows:

ARTICLE D. INNOVATION AND TECHNOLOGY CENTER DISTRICT

SECTION:

- 7D-1: DESCRIPTION OF DISTRICT
- 7D-2: USE REGULATIONS
- 7D-3: YARD AND BULK REQUIREMENTS
- 7D-4: PARKING AND LOADING REQUIREMENTS
- 7D-5: SIGNS
- 7D-6: FENCE AND LANDSCAPING REQUIREMENTS AND RESTRICTIONS
- 7D-7: COMMON SITE AMENITIES
- 7D-8: BUILDING DESIGN, ARCHITECTURAL ELEMENTS AND MATERIALS

7D- 1: **DESCRIPTION OF DISTRICT:** The Innovation and Technology Center Zoning District is a district with specific standards and expectations incorporating innovation, technology, and entrepreneurship. The intent of the district is to allow flexibility and creativity in design, as well as diversification in the planning, location, design and use of the structures. The district serves as an engine for economic growth and reinforces the Village’s role as an innovation and technology based employment center.

7D-2: **USE REGULATIONS:**

A. General Conditions:

1. All uses in the Innovation and Technology Center Zoning District shall relate to operations and functions associated with innovation, advanced technology, and entrepreneurship.
2. All uses shall meet the Industrial District performance standards as set forth in this Code.
3. All uses shall meet the Innovation and Technology Center Design Guidelines, which guidelines by this reference are incorporated herein, a copy of which is on file in the office of the Village Clerk.

B. Permitted Uses:

- Business Services and Administrative Offices
- Co-Working Centers
- Entrepreneurship Centers/Business Accelerator

Professional Offices

Data Centers

Restaurants (excluding drive thru)

Uses accessory to a permitted or conditional use for the development and enjoyment of the Innovation and Technology Center Zoning District

C. Conditional Uses:

Clean Manufacturing

Medical Research & Development

Precision Engineering

Research and Development

Technology based operations

1. Prerequisites for Conditional Uses:

Applications for Conditional Uses shall be submitted to the Director of Community Development and will be distributed to the Police, Fire, and Public Works Departments along with a copy to the Village Managers Office. The Departments shall review and consider whether the proposed Conditional Use is consistent with the criteria set forth in Section 7D-1 of this article and with the following considerations:

- a. Aesthetics in compliance with the Innovation and Technology Center Design Guidelines;
- b. Parking, number and location of loading dock areas and drive in doors in compliance with the Innovation and Technology Center Design Guidelines;
- c. Traffic generation onsite and along Northwest Point Boulevard;
- d. Compatibility with neighboring uses and overall uses within the Innovation and Technology Center Zoning District;
- e. Ingress and egress into the site; and
- f. Landscaping and screening requirements in compliance with the Innovation and Technology Center Design Guidelines.

Based upon review by the various Departments, a recommendation shall be made to the Mayor and Board of Trustees concerning the acceptance or denial of the Conditional Use. Final approval for such Conditional Use shall be made by the Mayor and Board of Trustees. Said Conditional Use may supersede or provide variations to provisions of this Code.

D. Special Uses:

Surgery with Out Patient Care

Microbrewery, Distillery & Winery

Entertainment Facilities

Hotels

Churches

Warehousing, distribution, and light assembly of goods, products and supplies provided such use is an accessory use to a permitted use within the District. Not more than seventy-five (75%) percent of the floor area of the building may be utilized for warehousing, distribution or similar operations.

E. Prohibited Uses:

Prohibited uses are those uses identified in the Innovation and Technology Center Design Guidelines. Additionally, unless it is an expressly Permitted, Conditional or Special Use, the use will be deemed Prohibited.

7D-3: **YARD AND BULK REGULATIONS:**

- A. Building Height: The maximum height of any building within the District shall not exceed the greater of twenty-five (25) stories or three hundred and seventy-five (375') feet.
- B. Front Yard: The minimum front yard setback shall be fifty (50') feet.
- C. Lot size: No lot shall be less than four (4) acres in area.
- D. Maximum Ground Coverage: No more than fifty (50%) percent of the lot shall be covered with building and accessory structures.
- E. Maximum Floor Area Ratio: The maximum floor area ratio (FAR) shall not exceed 0.50 for each level of all buildings. For example, a single story building may have a FAR of 0.50, a two-story building a FAR of 1.00, a three-story building a FAR of 1.50, etc.

7D-4: **PARKING AND LOADING REQUIREMENTS:**

- A. The location of parking facilities shall be deemed to comply with subsection 4-3B1c of this Code so long as the closest parking space servicing a building is within two hundred (200') feet of such building. Further, no portion of parking facilities shall be separated by a public street.
- B. Parking requirements shall be satisfied by:
 - 1. Providing one parking stall for every 1,000 square feet of building area, with the exception of data centers which can be parked at a ratio no less than one parking stall for every 3,000 square feet of building area; or
 - 2. Demonstrating that the parking requirements of subsection B1 above shall be available on the subject property in the form of land banking an equivalent area on the parcel for future use. If existing parking is deemed inadequate by the Director of Community Development, the land banked parking shall be constructed.
 - 3. Parking requirements for hotels shall be as set forth in Chapter 4 of this Code.
- C. Loading spaces:

1. Loading and service docks shall be permitted within the Innovation and Technology Center Zoning District. Loading and service docks shall be limited to no more than one (1) per 10,000 square feet of building space per parcel.
2. All buildings shall have at least one loading or service dock area which is twelve (12') feet by sixty (60') feet.

7D-5: SIGNS:

- A. A single monument sign is permitted per each parcel. Standards for size and design are reflected in the Innovation and Technology Center Design Guidelines.
- B. Wall signs shall be permitted, provided the same do not exceed three (3) square feet for each lineal foot of building frontage or extend above the fascia or parapet line. Standards for size and design are reflected in the Innovation and Technology Center Design Guidelines.
- C. Signs identifying the Innovation and Technology Center shall be permitted to be located at the ingress and egress to said parcels located along Arlington Heights Road and King Street or fronting Interstate 90 as approved by the Director of Community Development. No such sign shall exceed three hundred and fifty (350) square feet.

7D-6: FENCE, SCREENING AND LANDSCAPING REQUIREMENTS AND RESTRICTIONS:

- A. Height and location of fences:
 1. No fence shall be erected in excess of eight (8') feet or be located in the front yard or ahead of any building.
- B. Prohibited Fences:
 1. Chain link , barbed wire , electrically charged , cinder block, and wooden fences are strictly prohibited.
- C. Screening:
 1. Screening is required within any new development or redevelopment. Screening shall be designed with a combination of elements including low solid masonry or stone walls, pre-cast walls, outcropping, berms, and landscaping.
 2. Facilities and equipment located externally must be enclosed and screened with landscaping to minimize views from adjoining streets, buildings, or open space.
 3. The method of screening should be architecturally integrated with the adjacent building in terms of materials, colors, shape, and proportion.
 4. All loading docks, service docks and refuse areas must be screened from public view.
 5. Screening shall comply with the Innovation and Technology Center Design Guidelines.

D. Landscaping:

1. Landscaping shall comply with Section 8-6 of the Municipal Code.
2. Landscape plantings should complement the architectural style of the buildings on said parcel. The landscaping of buildings should be designed using simple forms and aesthetic combinations of plant material in rich, vertical layers. All landscaped areas shall be irrigated.

7D- 7: **COMMON SITE AMENITIES:**

- A. Site amenities such as ponds, fountains, statuary, plazas and outdoor areas for gathering, walking paths and similar attractions shall be incorporated into the development of all sites.

7D- 8: **BUILDING DESIGN, ARCHITECTURAL ELEMENTS AND MATERIALS:**

- A. All new and renovated buildings shall comply with the Innovation and Technology Center Design Guidelines.

Section 2: That the Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication 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

PUBLISHED in pamphlet form this _____ day of August, 2021.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION OF SECTION 3-6:B OF THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF MULTIPLE PRINCIPAL BUILDINGS ON A SINGLE LOT ON PROPERTY LOCATED AT 101 INNOVATION DRIVE (MICROSOFT)

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 variation of Section 3-6:B of the Zoning Ordinance as it pertains to principal buildings, principal structures and accessory structures on a single lot on property located at 101 Innovation Drive; 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 that sufficient hardship exists so as to justify the granting of said variation.

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 be granted a variation of Section 3-6:B of the Zoning Ordinance to permit the construction of multiple buildings on a single lot on property located at 101 Innovation Drive, Elk Grove Village, Illinois and identified by property index number: 08-22-303-010-0000.

Section 2: 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-9-A(3) OF THE VILLAGE CODE TO ALLOW NINETEEN (19) AND TWENTY (20) YEAR OLD EMPLOYEES TO SELL AND SERVE ALCOHOLIC LIQUOR IF THEY HAVE SUCCESSFULLY COMPLETED THE BASSET ALCOHOL SERVERS PROGRAM OR APPROVED EQUIVALENT

WHEREAS, present Village Code precludes individuals from serving alcohol in a licensed establishment if they are under twenty-one (21) years of age; and

WHEREAS, the Mayor and Board of Trustees have been advised that this has caused a hardship in the hiring of sufficient number of servers in the aftermath of the COVID 19 Pandemic with a general decline in the number of individuals seeking employment; and

WHEREAS, a survey conducted by staff has indicated that a majority of neighboring municipalities permit servers under the age of twenty-one (21); and

WHEREAS, the Mayor and Board of Trustees, after having considered the recommendation of staff, have determined it to be in the best interests of the Village and its Business Community, that nineteen and twenty year old individuals be permitted to serve but not pour alcohol with the added proviso that they first successfully complete the BASSET alcohol server program or approved equivalent.

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 Section 3-3-9-A(3) of the Village Code of the Village of Elk Grove Village be and is hereby amended to read as follows:

3. It shall be unlawful for any person under twenty-one (21) years of age to serve, pour, mix or sell alcoholic liquor in any licensed establishment, provided, however, that any working waiter, waitress, server or employee of the licensed establishment who is nineteen (19) and twenty (20) years of age, may sell or serve alcoholic liquor if they have successfully completed a BASSET alcohol server program or approved equivalent. It shall be unlawful for the holder of a liquor license, his agent or employee, to suffer or permit any such person to serve, pour, mix or sell alcoholic liquor of any kind, except as provided above.

Section 2: That this Ordinance shall be in full force and effect from and after its passage, approval and according to law effective on September 1, 2021.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING POSITION CLASSIFICATION AND SALARY PLAN OF THE VILLAGE OF ELK GROVE VILLAGE (CUSTOMER SERVICE ASSISTANT-FIRE DEPARTMENT, SENIOR CLERK-FIRE DEPARTMENT; WORD PROCESSING OPERATOR-POLICE DEPARTMENT AND POLICE RECORDS TECHICIAN (PART-TIME)-POLICE DEPARTMENT)

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 Position Classification and Salary Plan of the Village of Elk Grove Village be and the same is hereby amended to read as follows:

Permanent Authorized Positions

<u>Fire Department</u>	<u>Current</u>	<u>*Delete Full-Time</u>	<u>Add Full-Time</u>	<u>Total August 17, 2021</u>
*Customer Service Assistant	1	0	1	2
Senior Clerk	1	1	0	0

**Authorized amount was increased by one (1) position on temporary basis to allow for retirement. Authorized position of Senior Clerk will be eliminated following retirement in September.*

<u>Police Department</u>	<u>Current</u>	<u>*Delete Part-Time</u>	<u>Add Part-Time</u>	<u>Total August 17, 2021</u>
Police Records Technician	0	0	1	1
Word Processing Operator	5	1	0	4

Section 2: 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF CHAPTER 2 WATER AND SEWER USE AND SERVICE OF TITLE 7 OF THE VILLAGE CODE WITH RESPECT TO WATER METERS AND STORMWATER MANAGEMENT

WHEREAS, the Village, from time to time, has experienced structure and street flooding as well as private property ponding; and

WHEREAS, the Department of Public Works has presented a Stormwater and Drainage Assessment Study to the Mayor and Board of Trustees; to mitigate the effects of damaging flooding situations; and

WHEREAS, the Mayor and Board of Trustees, after having reviewed the study and the recommendation of the Department of Public Works, find and believe it to be in the best interests of the Village to proceed with a stormwater management program and establish a management fee structure for said program; and

WHEREAS, the Department further recommended amending Sections 7-2-4-B TYPE OF METER of Chapter 2, Title 7 of the Village Code to provide for automated meter reading water meters.

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 title of Section 7-2-5-2 be amended to read as follows:

7-2-5-2 Wastewater Use and Service Charges/Stormwater Management Fee

Section 2: That Section 7-2-5-2 be further amended by adding thereto a new paragraph which shall read as follows:

7-2-5-5 Stormwater Management Fee- The Village has enacted a program with respect to stormwater flooding and drainage issues. The program, administered and managed by the Department of Public Works, will coordinate efforts to reduce structure and street flooding and private property ponding. There is hereby established a Stormwater Management Fee with the following rates per meter size:

<u>METER SIZE</u>	<u>MONTHLY RATE/METER</u>
¾"	\$5.00
1"	\$10.00
1 ½"	\$20.00
2"	\$25.00
3"	\$30.00
4"	\$40.00

Section 3: That Section 7-2-4-B TYPE OF METER be amended to read as follows:

B. TYPE OF METER: A water meter with automated meter reading technology approved

by the Department of Public Works shall be the designated water meter for use in the Village.

Section 4: 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

OrdAmendSection7-2-5-2

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A
MEMORANDUM OF AGREEMENT WITH THE METROPOLITAN ALLIANCE OF
POLICE, ELK GROVE VILLAGE POLICE CHAPTER #141**

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 Chief of Police be and is hereby authorized to sign the attached document marked:

MEMORANDUM OF 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 resolution 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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between Elk Grove Village ("Village") and the Metropolitan Alliance of Police, Elk Grove Village Police Chapter #141 ("Union").

WHEREAS, the Village currently has authorized strength of seventy (70) police officers in its police department;

WHEREAS, the Village currently seeks to fill several vacant positions in the police officer ranks and increase its ability to hire individuals who have already completed the police academy and have law enforcement experience;

WHEREAS, in order to increase the number of applicants with previous law enforcement experience, the Village intends to offer a pre-hire bonus to applicants who satisfy certain requirements in the first few years of their employment with the Village;

WHEREAS, the Union agrees and supports the Village's desire to hire additional police officers including officers with previous law enforcement experience;

NOW THEREFORE, the parties agree to the following terms:

1. The Village, through its hiring process, will offer a \$10,000 hiring bonus to applicants who fulfill certain criteria, including,
 - a. The applicant is a sworn Illinois Certified Police Officer in good standing with the Illinois Law Enforcement Training and Standards Board;
 - b. The applicant has graduated from an Illinois Police Academy within the previous 48 months of the applicant's application to the Village;
 - c. The applicant must take the Village's entrance exam and be hired by the Village through its normal hiring process for non-certified officers including a background check;
 - d. The applicant must not be under investigation by their Department at the time of the application to the Village; and
 - e. The applicant must pass the 18-month probationary period and agree to stay employed at the Village for a period of 36 months from the date of hire. The bonus will be paid upon successful completion of probationary period.
2. Applicants may be required to sign an agreement to this effect once they are hired by the Village.
3. Applicants who are eligible for this bonus shall be treated as a new hire under the parties' collective bargaining agreement including payment of wages and seniority.

4. The parties agree that this agreement and this temporary hiring incentive is non-binding and non-precedential and only applies for the 2021 application process but may be renewed by further agreement of the parties.

AGREED:

Village of Elk Grove, Illinois

By: Charles J. Walsh
Date: 6-2-2021

Metropolitan Alliance of Police, Elk Grove
Village Police Chapter #141

By: [Signature]
Date: 06-02-21



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A WATER MAIN EASEMENT AGREEMENT FOR VILLAGE WATER MAIN BY ELK GROVE PARK DISTRICT TO THE VILLAGE OF ELK GROVE VILLAGE (UDALL PARK, 811 WILLOW LANE)

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:

WATER MAIN EASEMENT 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 _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

THIS DOCUMENT WAS PREPARED BY:

Thomas G. Hoffman
On behalf of the Elk Grove Park District
27 N. Wacker Drive
Box 410
Chicago, Illinois 60606

AFTER RECORDING RETURN TO:

Law Office of Thomas G. Hoffman
27 N. Wacker Drive
Box 410
Chicago, Illinois 60606

[The above space reserved for the County Recorder's Office]

WATER MAIN EASEMENT AGREEMENT

THIS WATER MAIN EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the Elk Grove Park District, an Illinois unit of local government, Cook County, Illinois (hereinafter "Grantor") and ELK GROVE VILLAGE, Cook and DuPage Counties, Illinois, an Illinois municipal corporation (hereinafter sometimes referred to as "Grantee").

RECITALS

1. GRANTOR is the owner in fee simple title to a parcel of real property located in Cook County, Illinois, commonly known as Udall Park and 811 Willow Lane, Elk Grove Village, Illinois, and as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property") and is in possession thereof.

2. GRANTEE seeks to construct and install a water main under a portion of GRANTOR's property, generally located east of the east end of Redwood Avenue and from there to Perrie Drive, to install, operate, and maintain a water main.

3. GRANTOR has agreed to grant to GRANTEE a perpetual water main easement in, over, under, upon, across and through a portion of the Property in order to install, operate, and maintain the water main, subject to the terms and conditions hereinafter set forth.

4. The initial construction of the water main is expected to begin after September 6, 2021 and to last for approximately three (3) months.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant the following easement as hereinafter set forth:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. Grant of Water Main Easement. GRANTOR does hereby grant and convey to the GRANTEE and GRANTEE's employees, licensees, agents, independent contractors, successors and assigns a perpetual water main easement in, over, under, upon, across and through that portion of the Property as is legally described and depicted on Exhibit "B," attached hereto and made a part hereof (the "Easement Area"), for the purposes of installing, operating, and maintaining an underground water main, with full rights and authority to enter upon and excavate the Easement Area (the "Easement").

3. Use of Easement. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 hereof. GRANTOR hereby covenants with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the Easement granted herein, subject to the retained right of GRANTOR to use the surface thereof for public outdoor recreational purposes provided it does not interfere with GRANTEE'S installation, operation and maintenance of the Easement.

4. Protection of GRANTOR's Property. GRANTEE shall repair, replace and/or restore any damaged area(s) of GRANTOR's property, including, without limitation, the Easement Area, to the condition existing before any such damage, resulting from GRANTEE's installation, operation, maintenance, inspection, repair or replacement of such water main, as well as GRANTEE's access thereto. The construction work is to be done in a good and workmanlike manner at the sole expense of the Grantee. The Grantee shall cause all equipment and materials stored upon the Easement Area to be maintained in an orderly manner. No equipment or materials shall be allowed upon any non-easement area.

5. Indemnification of GRANTOR. As a condition of GRANTOR'S grant of this Easement, GRANTEE shall fully indemnify and hold GRANTOR harmless from any liability, claim, suit, or cause of action (including reasonable attorneys' fees and costs of defense) resulting from any property damage, personal injury or death caused by GRANTEE's activities as contemplated by this WATER MAIN EASEMENT AGREEMENT, and including any such liability, claim, suit or cause of action resulting from the negligence or willful misconduct of GRANTEE, its employees, licensees, agents,

independent contractors, successors and/or assigns in exercising its or their rights under this Agreement.

6. Covenants Running with the Land. This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Perpetual Duration. This Easement shall be perpetual in duration.

8. Rights Reserved. The Easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Easement Area, or any portion thereof, for any purpose, so long as the full use and enjoyment of the rights granted herein in favor of GRANTEE are not disturbed or adversely affected thereby.

9. Miscellaneous. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both GRANTOR and GRANTEE and recorded in the Public Records of Cook County, Illinois. If GRANTOR or GRANTEE obtains a judgment against the other party by reason of breach of this Agreement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such judgment. This Agreement shall be interpreted in accordance with the laws of the State of Illinois. This Agreement sets forth the entire agreement between GRANTOR and GRANTEE relating to the Easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed as of the day and year first above written.

VILLAGE OF ELK GROVE VILLAGE

By: _____

ATTEST: _____

(Seal)

ELK GROVE PARK DISTRICT

By: _____
Its President

ATTEST: _____
Secretary

(Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and of the County and State aforesaid, do hereby certify, that _____ personally known to me to be the President of the VILLAGE OF ELK GROVE VILLAGE, an Illinois municipal corporation corporation, and _____ personally known to be to be the Clerk of said corporation, and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, appeared before this day in person and severally acknowledged that as such President and Clerk, they signed and delivered the said instrument as President and Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Trustees of said corporation as their and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2021.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION OF THE "PROPERTY" (UDALL PARK)

Underlying Permanent Index No.: 08-27-100-048-0000

Lot 2 in Udall Park North Subdivision being part of the Northwest Quarter of Section 27, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois as shown on plat of said subdivision recorded on June 30, 2020, as document no. 2018201068.

COPY

EXHIBIT "B"
DEPICTION OF EASEMENT AREA

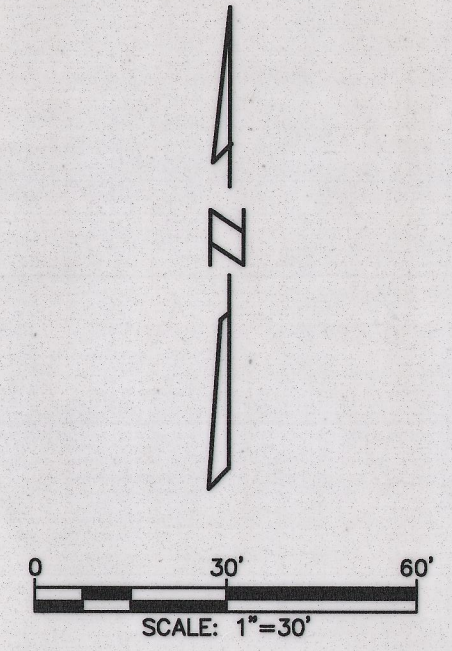
COPY

PLAT OF EASEMENT

EXHIBIT "B"

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
 VILLAGE CLERK'S OFFICE
 901 WELLINGTON AVENUE
 ELK GROVE VILLAGE, IL 60007

PERMANENT EASEMENT DESCRIPTION:
 THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3891 IN ELK GROVE VILLAGE SECTION 1 EAST ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1963 AS DOCUMENT T2086010, SAID POINT ALSO BEING ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 00 DEGREES 26 MINUTES 57 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 117.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST, A DISTANCE OF 147.52 FEET TO THE WESTERLY LINE OF PERRIE DRIVE AS DEDICATED BY DOCUMENT T-3105087, RECORDED JULY 17, 1979; THENCE SOUTHERLY 20.28 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 380.0 FEET, SAID CURVE BEING THE WEST LINE OF SAID PERRIE DRIVE WITH A CHORD BEARING OF SOUTH 09 DEGREES 31 MINUTES 30 SECONDS WEST AND A DISTANCE OF 20.27 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 20 SECONDS WEST, A DISTANCE OF 144.00 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27; THENCE NORTH 00 DEGREES 26 MINUTES 57 SECONDS WEST, ALONG SAID WEST LINE 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



OWNER'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF _____ } SS

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____ CITY ILLINOIS, THIS _____ DAY OF _____ MONTH 20____

BY: _____ ATTEST: _____
 SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
 PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____ }
 COUNTY OF _____ } SS

I, _____ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____

_____ AND _____
 TITLE PRINT NAME TITLE

OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH

_____ AND _____ RESPECTFULLY, APPEARED

BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ MONTH 20____

NOTARY PUBLIC SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES ON _____ MONTH _____ DATE 20____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
 COUNTIES OF COOK AND DUPAGE } SS

APPROVED AND ACCEPTED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

THIS _____ DAY OF _____ A.D., 20____

BY: _____ ATTEST: _____
 MAYOR VILLAGE CLERK

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF COOK } SS

I, _____ COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY NAME AND SEAL OF THE COUNTY CLERK AT _____

ILLINOIS, THIS _____ DAY OF _____ A.D., 20____

COUNTY CLERK - COOK COUNTY _____

COUNTY RECORDER'S CERTIFICATION

STATE OF ILLINOIS }
 COUNTY OF COOK } SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON

THE _____ DAY OF _____ A.D., 20____ AT _____ O'CLOCK _____ M.

COOK COUNTY RECORDER _____

VILLAGE WATER MAIN EASEMENT PROVISIONS

THE VILLAGE OF ELK GROVE VILLAGE IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED HEREON "WATER MAIN EASEMENT" OR "W.E."; TOGETHER WITH THE RIGHT OF ACCESS THERETO, TO INSTALL, OPERATE AND MAINTAIN UNDERGROUND AND SURFACE WATER MAIN FACILITIES, SAID EASEMENTS SHALL BE USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY THE VILLAGE. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

AREA SUMMARY

LOT 10: 98,171 SQUARE FEET, OR 2.254 ACRES±
 EASEMENT AREA: 2,913 SQUARE FEET, OR 0.067 ACRES±

GENERAL NOTES

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83).
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

REV. 07/14/2021 PARK DISTRICT ATTY COMMENTS
 REV. 06/30/2021 VILLAGE COMMENTS
 REV. 06/22/2021 VILLAGE COMMENTS
 REV. 06/21/2021 VILLAGE COMMENTS

LEGEND

- EX. PROPERTY LINE
- EX. LOT LINE
- - - EX. EASEMENT LINE
- - - EX. OVERHEAD WIRE
- - - EX. WOOD FENCE
- - - EX. CONCRETE CURB & GUTTER
- ⊙ FOUND IRON PIPE OR ROD
- ⊕ EX. ELECTRICAL METER
- ⊕ EX. GAS METER
- ⊕ EX. AIR CONDITIONING UNIT
- ⊕ EX. MAILBOX

ABBREVIATIONS

- A ARC LENGTH
- CH CHORD
- DOC. DOCUMENT
- E EAST
- N NORTH
- R RADIUS
- R.O.W. RIGHT OF WAY
- S SOUTH
- W WEST

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS }
 COUNTY OF DUPAGE } SS

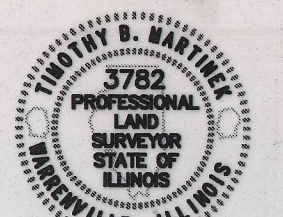
THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF CREATING A NEW WATERMAIN EASEMENT UPON SAID PROPERTY FOR THE VILLAGE OF ELK GROVE VILLAGE, AND THAT THIS PLAT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

I HEREBY GRANT PERMISSION TO THE VILLAGE OF ELK GROVE VILLAGE CLERK OR AN EMPLOYEE OF THE VILLAGE CLERK'S OFFICE TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THE SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

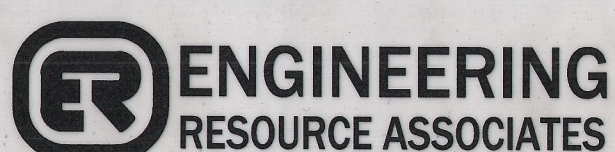
GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF JULY, 2021.

Timothy B. Martinek
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
 LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
 LICENSE EXPIRES APRIL 30, 2023



DRAWN BY: CCG
 CHECKED BY: TBM
 APPROVED BY: TBM



35701 WEST AVENUE, SUITE 150
 WARRENVILLE, ILLINOIS 60555
 PHONE (630) 393-3060
 FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
 CHICAGO, ILLINOIS 60606
 PHONE (312) 474-7841
 FAX (312) 474-6099

2416 GALEN DRIVE
 CHAMPAIGN, ILLINOIS 61821
 PHONE (217) 351-6268
 FAX (217) 355-1902

PREPARED FOR:

ELK GROVE VILLAGE

TITLE:

PLAT OF EASEMENT
 UDALL PARK
 ELK GROVE VILLAGE, ILLINOIS

SCALE: 1"=30'
 DATE: 06/18/2021
 JOB NO: W20287.00
 SHEET 1 of 1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE POLICE DEPARTMENT AND SYMETRIA RECOVERY

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:

**MEMORANDUM OF AGREEMENT
BETWEEN
ELK GROVE VILLAGE POLICE DEPARTMENT
AND
SYMETRIA RECOVERY**

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 _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN
ELK GROVE VILLAGE POLICE DEPARTMENT
AND
SYMETRIA RECOVERY**

The Elk Grove Village Police Department located at 901 Wellington Ave, Elk Grove Village, IL 60007 and Symetria Recovery administrative offices located at 40 Shuman Blvd, Suite #262, Naperville, IL 60563 enter into this Agreement for Services to establish coordination of outpatient treatment services for Elk Grove Village Police Department referrals. Symetria Recovery and Elk Grove Village Police Department agree to the following:

Elk Grove Village Police Department will make referrals for day treatment substance abuse services to be provided at Symetria Recovery.

A. Services provided by Symetria Recovery include:

- Biopsychosocial Assessment;
- Treatment and discharge planning;
- Case management;
- Recreational activities;
- Routine medical and dietary care and education;
- Comprehensive discharge planning;
- 12-step orientation meetings and provisions for alternative aftercare services ;
- Ambulatory detoxification;
- Medically managed opioid and other substance use disorder treatments;
- Full psychiatric and dual diagnosis services (alcohol, heroin, antianxiety issues);
- Fully integrated behavioral services including, intensive outpatient program (IOP), aftercare, and individual and family counseling;
- Written progress reports as requested.

B. Elk Grove Village Police Department will provide the following services:

With signed written authorization by the client,

- Participate in case staffing;
- Provide pertinent information related to the participant's involvement with the Elk Grove Village Police Department relevant to treatment decisions;
- Participate in site visits when requested; and
- If required, the Elk Grove Village Police Department will reimburse up to two (2) weeks cost for Transitional Housing/Lodging.
- Confirm Elk Grove Village Police Department's payment obligations set forth in Paragraph C. below.

C. Elk Grove Village Police Department agrees to reimburse Symetria Recovery up to

\$12,000 in an 8-month treatment period for participants whom Elk Grove Village Police Department determines do not have third-party commercial insurance, Medicaid or who are ineligible for Division of Substance Use Prevention and Recovery (SUPR) benefits (SEE EXHIBIT A – PRICING). In the event Symetria Recovery receives State rates for residential substance abuse treatment services that exceed the rate set forth in this agreement, the contract rate shall be increased upon thirty (30) days' notice from Symetria Recovery to Elk Grove Village Police Department. Symetria Recovery agrees if the Elk Grove Village Police Department referral is currently covered by Medicaid, or commercial insurance, or meets the SUPR eligibility requirements, as notified by Elk Grove Village Police Department, then in that event, Medicaid, SUPR or the commercial insurance will be billed first for covered services, subject to applicable laws. The Elk Grove Village Police Department funds will be available for those Elk Grove Village Police Department participants who have no third party coverage or who have exhausted other third party coverage. Community Law Enforcement Partnership for Deflection and Addiction Treatment Act Grant funds will be available to fulfill the financial obligations of the Elk Grove Village Police Department during the period November 1, 2021 through June 30, 2022. Invoices submitted to the Elk Grove Village Police Department will include the participants name and dates of services.

- D. Symetria Recovery is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under federal law/42 C.F.R. Part 2. In receiving any protected information, Elk Grove Village Police Department agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Elk Grove Village Police Department shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- E. In order to improve case coordination, Symetria Recovery will attempt to obtain the consent of a participant to disclose his or her information to the Elk Grove Village Police Department Social Worker.
- F. Acceptance of referrals shall be based on current admission policies and procedures of Symetria Recovery. Continued stay shall be based on Symetria Recovery's criteria. Individuals who are determined by Elk Grove Village Police Department, to have the ability to pay for services, through insurance, self-pay, or Medicaid, will be required to pay Symetria Recovery for their treatment. Symetria will make reasonable efforts to identify changes in insured status for current patients and notify Elk Grove Village Police Department of billing status change when appropriate.
- G. Symetria Recovery reserves the right to immediately terminate a client for violation of

program rules, but shall advise Elk Grove Village Police Department at the time of termination. Otherwise, at the completion of a client's treatment, Symetria Recovery will work with client on the discharge plan and coordinating transportation.

- H. Symetria Recovery shall, at its own expense, procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$3 million in aggregate.
- I. Symetria Recovery shall defend and indemnify Elk Grove Village Police Department and its directors, officers, employees, representatives, agents, successors and assigns (collectively, "Indemnitees") from and against any and all claims, demands, suits, fines, penalties or causes of action (collectively claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including reasonable attorney(s) fees) that result from any and all service provided by Symetria Recovery to Elk Grove Village Police Department clients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of the Elk Grove Village Police Department Indemnitees.
- J. Either party may terminate this Agreement for Services by providing 30 days prior written notice to the other party.
- K. The parties acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either party.

This Agreement for Services shall commence on August 1, 2021 and shall terminate on August 31, 2022.

EXHIBIT A - Pricing

Months 1-3 (IOP and comprehensive MAT)

\$1,200 per month for Intensive Outpatient (if elected by patient and clinical team)

\$1,050 per month for comprehensive MAT (not including the use of Vivatrol or Sublocade) including ancillary services as determined between patient and clinical team

Months 4-8 (comprehensive MAT)

\$1,050 per month for comprehensive MAT (not including the use of Vivatrol or Sublocade) including ancillary services as determined between patient and clinical team

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date beside their respective signatures.

Village of Elk Grove Village,
an Illinois Home Rule Municipal Corporation

By: _____

Title: _____

Date: _____

Attest:

By: _____

Title: _____

Date: _____

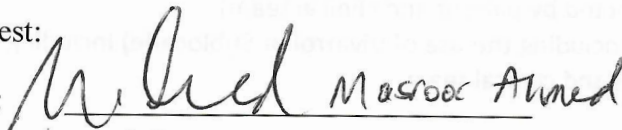
Symetria Recovery.

By:  (Nate Hartman)

Title: Corp VP of operations

Date: 8/2/21

Attest:

By: 

Title: CFO

Date: 8/4/21

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A DEVELOPMENT AND OPERATING AGREEMENT FOR A CRAFT GROW FACILITY BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND SB IL GROW, 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 the Mayor be and is hereby authorized to sign the attached document marked:

**DEVELOPMENT AND OPERATING AGREEMENT
CRAFT GROW FACILITY**

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 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

DEVELOPMENT AND OPERATING AGREEMENT

CRAFT GROW FACILITY

THIS DEVELOPMENT AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of this 4 day in August, 2021, by and between the Village of Elk Grove Village, Illinois, a Home Rule Illinois municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and **SB IL GROW** (“Craft Grower”) an Illinois **LLC**.

RECITALS

A. On June 25, 2019, the Illinois Legislature enacted the Cannabis Regulation and Tax Act, 410 ILCS 750/Article 30 *et seq.* (“Act”).

B. The Act authorizes the State the right to grant a license (“License”) for Craft Growing (Section 30-5(a)) where cannabis can be grown for sale or distribution to an approved cultivation center, craft grower, infuser organization, dispensing organization, or as otherwise authorized by the Act.

C. Craft Grower has represented to the Village that it intends to apply for a License to operate a Craft Growing Facility within the corporate boundaries of the Village. Craft Grower further represents that it has no knowledge of any events or acts that would prevent Craft Grower or any of its members from receiving a License.

D. The Village has agreed that in the event Craft Grower obtains a License to open and operate a Craft Growing Facility as required by the Act, that in exchange for good and valuable consideration as set forth herein, the Village will cooperate with Craft Grower in allowing the Craft Growing Facility to be located in the Village.

E. The Corporate Authorities of the Village have taken all required actions 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, 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

CRAFT GROWER'S ACKNOWLEDGMENTS AND REPRESENTATIONS

3.01 Craft Grower's Application for License. Craft Grower hereby represents and warrants that it intends to complete and submit an application to the Illinois Department of Agriculture ("Department") for a License to operate a Craft Growing Facility. Craft Grower further represents that it has no criminal background nor any other reason set forth in the Act that would be a basis for the State to deny such License. Craft Grower shall notify the Village in writing within five (5) business days after it learns of the State's disposition of Craft Grower's application. If Craft Grower is granted a License, it shall deliver a copy of the License to the Village within five (5) business days after its receipt of the same, and in the event the License is

renewed annually as required by the Act, Craft Grower shall deliver a copy of the renewed License.

3.02 Village License. In order to facilitate the implementation of the provisions of this Agreement, the Village reserves the right to enact an Ordinance which would require Craft Grower to obtain a license (“Village License”) to operate a Craft Growing Facility in the Village, provided, however, that any such License requirement shall not alter, amend, change or otherwise adversely affect the provisions of this Agreement. Any Village License issued by the Village shall be for the sole benefit of and in the name of the party that has received a License from the State and shall not be transferred or assigned to a third party except as set forth in Section 7.07 hereof.

IV

ZONING AND BUILDING

4.01 Building for Craft Growing Facility. Craft Grower hereby agrees that upon receipt of its Village License and a Certificate of Occupancy issued by the Village, it shall only be permitted to open and operate the Craft Growing Facility in a building located in the Village’s I-2 generalized industrial zoning district. Craft Grower will comply with all of the requirements of the I-2 generalized industrial zoning district. The building in which the Craft Grower is operating shall be no less than 5,000 square feet in size, and no more than 14,000 square feet. Moreover, the Craft Grower shall only be permitted to operate in a single tenant facility, and shall not be permitted to operate in a facility that is shared with any other business uses.

4.02. Building Material and Design.

A. Design. The Building will be designed in such a way as to not be identifiable as a Craft Growing Facility. Craft Grower hereby agrees that the Village shall have the right in its reasonable discretion to approve the Building design and materials. The Building will be

designed to look like other buildings in the Business Park with external, aesthetic enhancements that shall be approved by the Director of Community Development.

B. Landscaping. Craft Grower shall submit a landscaping plan for the exterior of the building that is substantially like other buildings in the Business Park for approval by the Director of Community Development, which approval will not be unreasonably denied.

C. Fencing and Driveway. The entire Building will be surrounded by an architectural wrought iron style security fence, no less than eight feet (8') in height on the sides and rear of the Building and eight feet (8') in front of the Building, but under no circumstance shall the fencing extend beyond the front corner of the building. The driveway(s) into the property shall be gated with wrought iron or other metal gates, as approved by the Director of Community Development, and shall be opened and closed only for permitted persons as allowed by the Act.

D. Parking. The parking area shall contain sufficient paved, self-contained (i.e., on the applicable lot only), ground level, off-street parking spaces, without reliance on parking spaces located on any other property. Moreover, parking shall be compliant with the ADA. Parking shall be provided at a rate of one-point-five (1.5) parking stalls per employee. It should also be noted, that on-street parking will not count toward the required number of parking spaces for the establishment.

E. Signage. The Building shall have no obvious signage that represents cannabis by either text or image. Moreover, signage shall be limited to the business name and address, and shall be internally illuminated.

F. Odor Containment. The Building's ventilation system or odor containment system shall be constructed in such a manner so as to comply with all applicable Codes and Ordinances and the Village's Zoning Performance Standards (the "Existing Standards").

G. Applicable Codes. The Village hereby agrees that any building codes or regulations that it adopts after the effective date hereof that conflict with the Existing Standards shall not be applicable to the Building.

4.03 Loading Docks / Refuse Containers. All loading docks for the Building shall be internal. While trucks are being loaded and unloaded, the dock doors shall remain closed. All refuse containers shall also be kept within the Building.

4.04 Cessation of Operations. In the event that the Craft Grower License is expired, revoked or terminated whether by the Village or State, or intervention by the Federal Government, Craft Grower shall immediately cease its operations and remove all materials related to the growing, processing and storage of Cannabis.

V

PUBLIC SAFETY/SECURITY

5.01 Security. Craft Grower shall design and implement a security plan and security system that satisfies the requirements of Section 30-30 (b) of the Act and any additional requirements as may be reasonably imposed by the Village. Craft Grower shall deliver to the Village a copy of its plans and the Village hereby represents and warrants it will use its best efforts to keep all documents confidential. The security plan shall include facility access controls, surveillance systems, on-site security personnel, and other security measures required by State and local regulations. The security plan shall be reviewed and approved by the Elk Grove Village Police Department.

5.02 Security Connection. Craft Grower shall provide a Direct Connect of security and fire alarm systems to Northwest Central Dispatch, as well as a video feed to the Elk Grove Village's Police Department, as well as any necessary equipment needed for the Elk Grove Village Police Department to view the video feed.

5.03 Video Camera Security System. Craft Grower shall provide the Elk Grove Village Police Department with direct access to their facility's video camera security system. Moreover, the Craft Grower shall maintain and store video footage for a total of thirty (30) days. Video footage shall be provided both inside and outside of the facility. Outside video feed shall include coverage of the Craft Grower's entrance, parking lots, and loading dock. Should the Elk Grove

Village Police Department need additional hardware and software to access the Craft Grower video camera security system, Craft Grower will be required to provide the Elk Grove Village Police Department with necessary hardware and software.

5.04 On-site Security Personnel. Craft Grower shall provide on-site security personnel during normal hours of operation.

5.05 Sprinkler & Fire Alarm System. Craft Grower shall be required to install an approved automatic sprinkler and fire alarm system throughout the entire Building.

5.06 Inspection. Craft Grower shall be subject to random inspections by the Department of Agriculture, Department of the State Police, and Elk Grove Village inspectors.

VI

FEES / CONTRIBUTIONS

6.01 Village Fee. Craft Grower hereby acknowledges that the Village will incur certain extraordinary costs as a result of the location of a Craft Grow Facility in the Village's Business Park. Such extraordinary costs include, but are not limited to costs for increased Police protection and monitoring, increased Fire Department monitoring, as well as increased costs of other departments necessarily incurred to protect and maintain the health, safety and welfare of Village residents. In this regard, Craft Grower agrees to pay to the Village a fee, the designation of such as a sales or use tax, impact fee or otherwise to be determined at a later date giving due consideration to applicable State regulations concerning said fees.

Irrespective of the determined designation, the Village Fee payable directly to Elk Grove Village shall be a designated percentage of the gross sales of the Craft Grower to all approved dispensing facilities, payable monthly. The Village Fee shall be 1.0% of the gross sales of the Craft Grower.

Craft Grower shall submit to the Village a copy of the tax return required to be filed with the Illinois Department of Revenue with respect to its operations at the Building, which return shall set forth the gross sales for each monthly period submitted. The return shall be accompanied by payment to the Village the fee as above set forth.

Should the designation of the fee be challenged by the State or any other party for whatever reason, Craft Grower shall not object or challenge any re-designation, it being understood that the Village is entitled to such payment, irrespective of form or designation.

6.02 Community Contributions. Craft Grower shall provide an annual donation in the amount of Ten Thousand U.S. dollars (\$10,000) to the Village of Elk Grove Village for community events and outreach. In addition, Craft Grower shall provide annual donations in the amount of Two (2), Five Thousand U.S. dollar (\$5,000) contributions to each of the following organizations or programs:

- Kenneth Young Youth Center for drug and mental health treatment programs; and
- Elk Grove Village Cares.

The Village reserves the right to reallocate the annual donations based upon need and requirements. While the initial community groups are listed above, the Village reserves the right to modify the list of community organizations, and may also add additional community organizations while redistributing the allocation allotment.

The Community Contributions, shall be subject to renegotiating by the parties on the tenth (10th) anniversary of the Commencement Date, provided the Agreement is so extended. In the event the parties are unable to agree upon new terms within thirty (30) days after the tenth (10th) anniversary, then this Agreement shall terminate one hundred twenty (120) days thereafter. In no event shall any new Community Contribution be less than the current Total Community Contributions.

VII

GENERAL PROVISIONS

7.01 Default. If any Party to this Agreement shall fail to perform any of its obligations under this Agreement, the other non-defaulting Party may notify, in writing, the defaulting Party and advise of the alleged failure and demand that same be remedied or cured. No default or breach of this Agreement shall be deemed committed if the breach or default is remedied within thirty (30) days, of receipt of such notice. If the defaulting party fails to remedy the default within thirty (30) days, the non-defaulting party may seek such remedies that are available in a court of law, including specific performance.

7.02 Entire Agreement / Amendment. This Agreement constitutes the entire agreement between the parties and there are no oral or parole agreements, representations or inducements existing between the parties which are not expressly set forth herein and covered hereby. This Agreement may not be amended or modified except by written agreement signed by all of the parties.

7.03 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, 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.

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

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

To Craft Grower: SB IL GROW LLC
7527 Claridge Dr Unit D
Bridgeview, IL 60455

With copies to:

And

To the Village:

Village of Elk Grove Village
901 Wellington Avenue
Elk Grove, IL 60007-3499
Attn: Village Manager

With copies to:

Village Attorney
Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007-3499

All notices sent by mail shall be deemed effectively delivered on the business day next following the date of mailing. All notices personally delivered, sent by facsimile transmission, or sent by overnight courier shall be deemed effectively given on the date of such delivery.

7.06 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.

7.07 Assignment. Craft Grower may not assign, or otherwise transfer all or any part of its interest in the Agreement or in the Village License without the prior written consent of the

Village; provided, however, that the Craft Grower may assign its interest without consent to its parent company, any subsidiary or affiliate of it or its parent company.

Notwithstanding anything to the contrary contained in this Agreement, Craft Grower may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Craft Grower (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) Has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

7.08 Term / Renewal.

- A. Term. The term of this Agreement shall commence upon execution by both parties and terminate on the tenth (10th) anniversary of the Commencement Date (the “Term”), unless otherwise extended.

- B. Option to Extend. The term of this Agreement shall be automatically renewable for a total of two (2) ten (10) year terms (“Renewal Terms”) each following the original term or any renewable term at the annual fee structure stated below and otherwise upon the same terms and conditions stated in this Agreement. If Craft Grower desires not to extend any subsequent term of the Agreement, it shall give the Village written notice of its intention not to extend the term at least ninety (90) days prior to the expiration of the then current term whereupon the Agreement shall be deemed canceled upon the expiration of the then current term.

- C. Termination. Should the Act be repealed, then this Agreement shall terminate and Craft Grower shall cease doing business in the Village. Should the State enact new legislation enabling this Program (or its successor) to continue, then, so long as Craft

Grower maintains a valid License and valid Village License, this Agreement shall automatically be renewed annually for each and every year subsequent to the date wherein this Agreement is continued. Notwithstanding the above referenced termination by Craft Grower upon expiration of the current term, Craft Grower shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE
A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE
VILLAGE AND ILLINOIS I&L LL, LLC (1500 E. HIGGINS ROAD)**

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:

PURCHASE AND SALE 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 _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the Effective Date by and between ILLINOIS I&L LL, LLC, a Delaware limited liability company and THE VILLAGE OF ELK GROVE VILLAGE, an Illinois municipal corporation;

Background

- A. Seller owns the Property;
- B. Subject to the terms and conditions hereinafter specified, Purchaser desires to purchase, and Seller desires to sell, the Property;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants herein contained and for other valuable consideration, each to the other given and obtained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms

1. **Preamble, Exhibits, Definitions.** The preamble hereto and the Exhibits are a part of this Agreement. Capitalized words or phrases used in this Agreement shall have the meanings ascribed to them herein.

2. **Purchase and Sale Agreement; Price.** Subject to the terms and conditions hereinafter specified, Purchaser agrees to purchase, and Seller agrees to sell, the Property for the Price, subject to the adjustments thereto specified in Paragraph 14 hereof.

3. **Escrow.** Concurrently with the execution of this Agreement, the parties hereto, through their respective counsel, shall establish the Escrow.

4. **Earnest Money.** Within three (3) business days after the Effective Date, Purchaser shall deposit with Escrowee the Initial Earnest Money, which will be non-refundable to Purchaser but applied to the Price at Closing. Within three (3) business days after the Diligence Date, Purchaser shall deposit the Additional Earnest Money. The Earnest Money shall be held in the Escrow and disbursed in accordance with the provisions of this Agreement.

5. **Purchaser Investigations and Elections.** Subject to the Leases and all limitations hereinafter specified, Purchaser shall have the right through the Diligence Date and thereafter to the Closing Date, so long as Purchaser has not terminated this Agreement prior to Closing in accordance with this Paragraph 5 or any other provision herein affording Purchaser such rights, to make such investigations and evaluations of the Property as Purchaser deems necessary or desirable. In connection with such investigations:

- (a) Upon reasonable notice to Seller, Seller shall permit the Property Consultants access to and entry upon the Property to inspect and evaluate the condition of the Property and the feasibility of the transactions described herein. Prior to engaging in activities affecting the physical condition of the Property, Purchaser shall deliver to Seller

evidence, in form and substance reasonably satisfactory to Seller, that Purchaser and each Property Consultant engaged by it and entering on the Property to perform such activities are covered by adequate commercial general liability insurance, statutory worker's compensation insurance and automotive liability insurance. Notwithstanding the foregoing, Purchaser shall not conduct any invasive testing (including "Phase II" testing) unless it shall receive the prior approval of the Seller, which approval may be withheld by Seller in Seller's sole discretion. Purchaser shall indemnify and hold Seller harmless from any cost, damage, liability or expense resulting from any injury to any person or damage to or loss of any part of the Property arising from Purchaser's or any Property Consultant's activities with respect to any such investigations or tests made by Purchaser or such Property Consultant. If this Agreement is terminated, the terms of this paragraph shall survive the termination of this Agreement.

(b) Purchaser shall cause the information disclosed to or acquired by it or its Property Consultants in connection with the inspections and reviews described in this paragraph or otherwise provided by Seller pursuant to any other paragraph of this Agreement, including the Property Documents (the "Inspection Materials"), to the extent such information is not a matter of public knowledge or readily available to the public, to be held in confidence and not disclosed prior to the Closing Date to any party other than as may be (i) reasonably required in connection with Purchaser investigating and evaluating the Property, or (ii) required by applicable law (provided that Purchaser gives Seller notice prior to disclosing pursuant to this subsection (ii) in order to allow Seller to obtain protective orders). All Inspection Materials shall be used solely for the purpose of determining whether or not the Property is suitable for Purchaser's purpose and for no other reason. Purchaser will indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense Seller may suffer or incur as a result of the disclosure of any Inspection Materials to any individual or entity in violation of this Agreement (whether by Purchaser or Property Consultants). If Purchaser shall elect to terminate this Agreement pursuant to the terms of this Agreement or if the Closing shall fail to take place for any other reason whatsoever, Purchaser will, promptly following Seller's request therefore, destroy or return to Seller all Inspection Materials in the possession of Purchaser or any Property Consultant. In the event of a breach or threatened breach by Purchaser or any Property Consultant of this paragraph, Seller shall be entitled to an injunction restraining Purchaser or its Property Consultant from disclosing, in whole or in part, any Inspection Materials. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. If this Agreement is terminated, the terms of this paragraph shall survive the termination of this Agreement. In the event that Purchaser shall enter into to any confidentiality agreement with any tenant of the Property after the Effective Date, then Purchaser shall be bound by the terms thereof in addition to the terms of this Agreement.

(c) Purchaser understands and agrees that any on-site inspections or testing of the Property shall be conducted upon at least twenty-four (24) hours' prior notice to Seller and (if Seller elects) Seller may be present for any such inspections. Notice of inspections can be provided via electronic mail. Purchaser shall and shall cause each Property Consultant to comply with all applicable laws pertaining to the access and use

rights granted hereunder with respect to the Property. Purchaser agrees to restore the Property to substantially the same condition existing immediately prior to Purchaser's inspection thereof in the event of any physical damage caused by Purchaser or Property Consultants. All inspections and testing shall be conducted so as not to interfere unreasonably with use of any Property by any tenants under Leases. Purchaser shall not contact any tenant (whether at the subject Property or through other means) or conduct any tenant interviews without the prior notice to Seller. Seller shall have the right to have a representative present, at all times, during any tenant meeting. Purchaser shall not contact any governmental authority without first obtaining the prior written consent of Seller (excluding contact in connection with the preparation of a standard zoning compliance report).

(d) At Closing, Purchaser agrees to fund \$1,250,000 (the "Relocation Amount") to relocate Sumitomo (SHI) Cryogenics of America, Inc. ("Sumitomo"), a tenant under a Lease, to another building not located on the Property; at Closing and as directed by Seller, Purchaser shall wire the Relocation Amount directly to the owner of the building to which Sumitomo is being relocated. Seller covenants and agrees that Sumitomo shall vacate the Property no later than April 1, 2022. This subsection shall survive Closing.

Purchaser shall have the right through the Diligence Date to terminate this Agreement, if Purchaser, in its sole and exclusive discretion, is not satisfied with the results of such inspection, by giving Seller Notice of the exercise by Purchaser of its right to so terminate prior to 5:00 p.m. (Chicago time) on the Diligence Date. Unless Purchaser notifies Seller in the manner herein specified on or prior to the Diligence Date, of Purchaser's election to terminate this Agreement, Purchaser shall be deemed conclusively to have elected to waive its right to terminate this Agreement pursuant to this Paragraph 5. If Purchaser does so exercise its right to terminate this Agreement on or prior to the Diligence Date, the Earnest Money shall be released to Seller within five (5) days thereafter, and this Agreement shall terminate and be of no further force or effect, except as otherwise specified herein.

6. Title and Survey Matters. Seller shall convey to Purchaser or Purchaser's Grantee, if any, by a recordable special warranty deed (the "Deed"), fee simple title to the Real Property and such other estates, if any, as comprise the Appurtenances, subject only to the Permitted Title Exceptions (including those Title Matters to which Purchaser has objected in accordance with this paragraph, unless Seller has elected to cure the same or cause the same to be insured over). At least fifteen (15) days prior to the Diligence Date, Seller shall deliver to Purchaser: (i) the Title Commitment; (ii) a legible and complete copy of each of the instruments and documents referred to in the Title Commitment and (iii) the Survey. Purchaser may, at Purchaser's expense, obtain an update of the Survey. At least ten (10) days prior to the Diligence Date (the "Objection Deadline"), Purchaser shall give Notice to Seller of Title Matters and Survey Matters. Unless Purchaser notifies Seller of Title Matters and Survey Matters by the Objection Deadline, Purchaser will be deemed conclusively to have identified no Title Matters or Survey Matters, and Purchaser shall accept title to the Property at Closing in the form described above in this paragraph, subject only to Permitted Title Exceptions. Seller may, but shall not be obligated to, cure each Title Matter or Survey Matter by taking such action as will induce the Title Insurer to eliminate such Title Matter or Survey Matter from the Title Commitment and/or

may induce the surveyor providing the Survey to amend the same to show the absence of any such Title Matter or Survey Matter, and if not curable, may, but shall not be obligated to, cause the Title Company to insure against loss or damage resulting therefrom, pursuant to an endorsement in form and substance reasonably acceptable to Purchaser. At least five (5) days prior to the Diligence Date (the "Response Deadline"), Seller may give Purchaser Notice of those Title Matters or Survey Matters which Seller is unable or unwilling to cure in the manner aforesaid or for which Seller is unable or unwilling to obtain one or more of the title insurance endorsements described above. If Seller does not so notify Purchaser by the Response Deadline that a Title Matter or Survey Matter cannot be cured or insured over or that Seller is unwilling to cure or cause such Title Matter or Survey Matter to be insured over, Seller shall be deemed to have elected not to cure or cause such Title Matter or Survey Matter to be insured over. If Purchaser does not terminate this Agreement in accordance with Paragraph 5 hereof, Title Matters and Survey Matters which Seller is not obligated to cause to be waived, cured or insured over prior to Closing shall be deemed added to and made a part of the Permitted Title Exceptions.

7. **Representations and Warranties of Seller.** To induce Purchaser to execute, deliver and perform its obligations under this Agreement, Seller hereby represents and warrants to Purchaser on and as of the date hereof as follows:

(a) Seller is a limited liability company, duly organized, validly existing, and in good standing under the laws of the state of its formation and duly authorized to transact business in and in good standing under the laws of the state where the Property is located.

(b) To Seller's knowledge, all information disclosed in each of the Property Documents which have heretofore been delivered to Purchaser was substantially true and correct in all material respects as of the date when delivered and as to such Property Documents to be delivered shall be substantially true and correct in all material respects as of the date when so delivered.

(c) Except for Seller and tenants under Leases, there are no persons in possession or occupancy of the Real Property or any part thereof, nor are there any persons who have possessory rights in respect to the Real Property or any part thereof.

(d) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto; all required action and approvals therefore have been duly taken and obtained, and the individuals signing this Agreement and all other documents executed pursuant hereto on behalf of Seller are duly authorized to sign the same on Seller's behalf and to bind Seller thereto; and to Seller's knowledge, Seller's execution of and performance under this Agreement shall not constitute a breach of any agreement, understanding, order, judgment or decree, written or oral, to which Seller is a party, or to which any part of the Property may be subject, or by which Seller may be bound, and to Seller's knowledge shall not constitute a violation of any provision of law, state, federal or municipal, statutory or otherwise, to which Seller or the Property is or may become subject; and this

Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

(e) Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

As used in this Agreement, the phrase “to Seller’s knowledge” means with respect to any statement following such phrase that to the date hereof, the actual (and not constructive or imputed) knowledge of Kevin Brennan (“Seller’s Representative”), who is the person who would be most knowledgeable about the Property. Notwithstanding the foregoing, Seller’s Representative is acting in his capacity as an authorized representative of Seller, and Purchaser hereby waives any right to sue or to seek any judgment or claim against Seller’s Representative on an individual basis. If, prior to the Closing Date, any event or change in circumstances occurs, through no fault of Seller, which causes one or more of the foregoing representations and warranties to be no longer true and correct, Seller shall inform Purchaser of such fact within three (3) days after Seller learns of the occurrence of such change in circumstances (but in no event later than the Closing Date). None of the representations and warranties specified in this Paragraph 7 shall survive the Closing.

8. **Purchaser’s Acknowledgement.** Purchaser acknowledges that except as otherwise set forth in this Agreement, the Property is being sold in an “**AS IS, WHERE IS**” **CONDITION AND “WITH ALL FAULTS”**. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any member, officer, person, firm, agent, attorney, or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. Except as otherwise set forth in this Agreement, Seller makes no representations or warranties as to whether the Property contains asbestos or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that Seller has provided to Purchaser information from any inspection, engineering or environmental reports concerning asbestos or any hazardous materials or harmful or toxic substances, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. Purchaser acknowledges that Seller has requested that Purchaser inspect the Property fully and carefully and investigate all matters relevant thereto and that Purchaser rely solely upon the results of Purchaser’s own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser.

9. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller that:

(a) Purchaser is duly organized, validly existing, and in good standing under the laws of the state of Illinois and duly authorized to transact business in and in good standing under the laws of the state where the Property is located.

(b) Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto; all required action and approvals therefore have been duly taken and obtained, and the individuals signing this Agreement and all other documents executed pursuant hereto on behalf of Purchaser are duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto; and Purchaser's execution of and performance under this Agreement shall not constitute a breach of any agreement, understanding, order, judgment or decree, written or oral, to which Purchaser is a party or by which Purchaser may be bound, and shall not constitute a violation of any provision of law, state, federal or municipal, statutory or otherwise, to which Purchaser is or may become subject; and this Agreement and all documents to be executed pursuant hereto by Purchaser are and shall be binding upon and enforceable against Purchaser in accordance with their respective terms.

10. **Conditions Precedent to Purchaser's and Seller's Obligations.**

(a) Purchaser's obligations under this Agreement are subject to the condition precedent that Seller shall have fully and timely performed all material obligations under this Agreement, which condition precedent shall have been satisfied to Purchaser's satisfaction, or otherwise waived in writing by Purchaser (no such waiver shall be presumed or inferred from any action or inaction of Purchaser), which Purchaser shall have the right, but no obligation, to do. In the event the foregoing condition precedent is not satisfied and Purchaser does not expressly elect to waive the same, Purchaser shall have the right to terminate this Agreement by giving Seller Notice of its election to do so on or before the Closing Date whereupon the Escrow shall be terminated, the respective deposits returned within five (5) days thereafter, and except as otherwise specified in Paragraph 7 hereof respecting a breach of warranty for which Seller is responsible, this Agreement shall have no further force or effect, except as otherwise specified herein.

(b) Seller's obligations under this Agreement are subject to the conditions precedent that Purchaser shall have fully and timely performed all material obligations under this Agreement, which condition precedent shall have been satisfied to Seller's reasonable satisfaction, or otherwise waived in writing by Seller (no such waiver shall be presumed or inferred from any action or inaction of Seller), which Seller shall have the right, but no obligation, to do. In the event any of the foregoing condition precedent is not satisfied and Seller does not expressly elect to waive the same, Seller shall have the right to terminate this Agreement by giving Purchaser Notice of its election to do so on or before the Closing Date whereupon the Escrow shall be terminated, the Earnest Money promptly shall be delivered to Seller, the respective deposits (other than the Earnest

Money, as aforesaid) returned within five (5) days thereafter, and this Agreement shall have no further force or effect, except as otherwise specified herein.

11. **Maintenance and Operation of Property Prior to Closing Date.** From and after the date hereof to the Closing Date, Seller shall refrain from encumbering any of the Property and, subject to interruptions attributable to causes beyond Seller's reasonable control, shall continue the operations of the Property in compliance with all laws and in substantially the same manner as they currently are being conducted including, but not limited to, providing normal and regular upkeep, maintenance and repairs for the Property, and the services required of Seller under the Leases, and maintaining in force insurance coverage the same as the coverages which currently are in force, subject, however, to the Leases. As long as this Agreement remains in full force, Seller shall (i) not remove any Tangible Personal Property or fixtures except in the normal course of operating the Real Property provided that replacements therefore are made which are equal or better in quality and design as that being replaced, (ii) not create any cloud on title to the Property which is not otherwise a Permitted Title Exception; or (iii) not enter into new Leases after the Diligence Date, without the prior written consent of Purchaser, which shall not be unreasonably withheld.

12. **Additional Contracts to be Included.** Purchaser shall inform Seller, prior to the Diligence Date, which, if any, of the Service Contracts Purchaser desires to have assigned to it. To the extent assignable, Seller shall assign to Purchaser all of Seller's rights, titles and interests in, to and under any and all such contracts and agreements so designated by Purchaser, and Seller shall use good faith efforts to obtain any and all required consents to the assignments of such contracts and agreements prior to the Closing Date.

13. **Closing.**

(a) Subject to Purchaser's right to terminate this Agreement prior to the Closing, as set forth herein, the Closing shall occur on the Closing Date.

(b) On or prior to the Closing Date, Seller will deliver the following to Escrowee:

(i) the Deed;

(ii) a Bill of Sale of Tangible Personal Property;

(iii) Seller's counterpart of all transfer tax declarations for the deed deposited herein by Seller;

(iv) duplicate counterparts of the Assignment and Assumption Agreement;

(v) a certificate in the form prescribed by the Internal Revenue Service pursuant to Section 1445(b)(4) of the Internal Revenue Code (the "Code") that Seller is not a foreign person as that term is defined in the Code;

(vi) Seller's "ALTA Statement" showing no exception to the assurances specified therein except for Permitted Title Exceptions;

(vii) a "Gap Undertaking" duly executed on behalf of Seller for the period from the most recent effective date of the Title Commitment and the Closing Date;

(viii) the original lessor copy of the Lease with Sumitomo;

(ix) the notice to Sumitomo under the Lease of such assignment signed on behalf of Seller; and

(x) such other documents as may be reasonably requested by the Title Company to consummate this transaction pursuant to this Agreement.

(c) On or prior to the Closing Date, Purchaser will deliver the following to Escrowee:

(i) Purchaser's counterpart of all transfer tax declarations for the deed deposited herein by Seller;

(ii) duplicate counterparts of the Assignment and Assumption Agreement;

(iii) such other documents as may be reasonably requested by the Title Company to consummate this transaction pursuant to this Agreement; and

(iv) the balance of the Price, plus or minus prorations and credits or charges as provided herein, in immediately available federal funds.

14. **Prorations and Adjustments.** Prorations shall be made as of the Closing Date as if Purchaser were in title for the entire Closing Date. The following shall be prorated and adjusted between Seller and Purchaser:

(a) Closing Costs. At or prior to the Closing, Seller shall pay (i) the costs of obtaining and/or keeping in force the Title Commitment and the premiums for the Title Policy up to the amount of the Price, (ii) one-half of the charges of Escrowee for administering the Escrow, (iii) all state, county and municipal taxes imposed by law on the transfer of title to the Property, (iv) the amounts required to obtain and record the release of all liens and encumbrances, if any, affecting the Property (unless the same is an Insured Exception) and which Seller is obligated to cause to be released pursuant to Paragraph 6, and (v) the charges of Seller's counsel and other advisors to Seller. Purchaser shall be responsible for paying (i) one-half of the charges of Escrowee for administering the Escrow, (ii) the premiums for title insurance in an amount, if any, exceeding the Price, or required in connection with any loan policy of title insurance issued in connection with this transaction, (iii) the premiums for any title insurance endorsements; (iv) all of the charges of Escrowee for administering any separate money lender's escrow agreement in connection with this transaction, (v) recording costs for

recording the deed of conveyance and all mortgage loan documents and (vi) the cost of any update to the Survey.

(b) Security Deposits. The amount of all cash security and any other cash tenant deposits for Sumitomo actually held by Seller, and interest due thereon, if any, shall be credited to Purchaser.

(c) Contracts. Amounts paid or payable under the Service Contracts assumed by Purchaser shall be prorated.

(d) Base Rent. Purchaser will receive a credit at Closing for the prorated amount of all base or fixed rent payable pursuant to the Leases and all Additional Rents (collectively, "Rent") previously paid to, or collected by, Seller and attributable to any period following the Closing Date. Rents are "Delinquent" when they were due prior to the Closing Date, and payment thereof has not been made on or before the Closing Date. Delinquent Rent shall not be prorated at Closing. All Rent collected by Purchaser or Seller from each tenant from and after Closing will be applied as follows: (i) first, to any accrued Rents owing to Purchaser, (ii) second, to Delinquent Rent owed for the month in which the Closing Date occurs (the "Closing Month"), and (iii) third, to Delinquent Rents owing to Seller for the period prior to Closing. Any Rent collected by Purchaser and due Seller will be promptly remitted to Seller. Any Rent collected by Seller and due Purchaser shall be promptly remitted to Purchaser. Purchaser shall use reasonable efforts to collect Delinquent Rents owed to Seller in the ordinary course of its business; provided, however, that Seller hereby retains the right to pursue any tenant under the Leases for any Rent and other sums due Seller for period attributable to Seller's ownership of the Property; and provided further, however, Seller (x) shall be required to notify Purchaser in writing of Seller's intention to commence or pursue any legal proceedings; and (y) shall not be permitted to commence or pursue any legal proceedings against any tenant seeking eviction of such tenant or the termination of the underlying Lease. "Additional Rents" shall mean any and all amounts due from tenants for operating expenses, common area maintenance charges, taxes, shared utility charges, management fees, insurance costs, other comparable expenses and pass-through charges and any other tenant charges that are paid by the tenant(s) to Seller, as landlord, as opposed to charges (e.g. utility) that the tenant(s) pays directly to third parties. The provisions of this subparagraph shall survive the Closing and the delivery of any conveyance documentation.

(e) Taxes. Seller shall be responsible for the payment of all real estate taxes and special assessments attributable to the Property and due and payable on or before the Closing Date. At Closing, Seller shall credit Purchaser an amount equal to the real estate taxes which have accrued during the period Seller owned the Property but are not yet due and payable. If such accrued real estate taxes are not yet known, the foregoing credit shall be based upon 100% of the most recently ascertainable tax bill. Whether or not any tenant is responsible for the payment of real estate taxes, after Closing, there shall be no re-proration of real estate taxes, and Purchaser shall have no obligation to return to Seller the aforementioned credit or any portion thereof.

(f) Other. Such other items as are customarily prorated in transactions of this nature shall be ratably prorated.

(g) Adjustments. In the event any prorations made pursuant hereto shall prove incorrect for any reason whatsoever, or in the event the prorations set forth above are estimated on the most currently available (rather than based on the actual final) bills, either party shall be entitled to an adjustment to correct the same provided that it makes written demand on the other within three (3) months after the Closing Date. The provisions of this subparagraph shall survive Closing.

(h) Real Estate Tax Protests. All real estate assessment protests and proceedings that are filed (or otherwise initiated) by Seller prior to the Closing Date and that affect the Property (collectively or individually, a "Protest"), if any, will be prosecuted under Seller's direction and control. In the event of any reduction in the assessed valuation of the Property for the fiscal year in which the Closing occurs (and, if applicable, any future fiscal years elapsing after the Closing Date or fiscal years prior to that in which the Closing occurs), the net amount of any tax savings shall: (a) with respect to fiscal years ending prior to the Closing, be payable to Seller, in their entirety; (b) if the Protest in question results in a tax savings only with respect to the fiscal year in which the Closing shall occur, then after deduction of actual, documented expenses and attorneys' fees incurred by Seller with respect to that particular Protest, such tax savings shall be adjusted between Seller and Purchaser as of the day before the Closing Date; and (c) if the Protest in question results in tax savings applicable to the fiscal year in which Closing occurs, as well as to future fiscal years, then (i) Seller and Purchaser each be responsible for their respective pro rata shares of all expenses and attorneys' fees incurred by Seller to prosecute that particular Protest, which pro rata shares shall be based upon the periods of time that each of Seller and Purchaser own the Property during the period of time to which the reduction in assessed valuation applies; and (ii) the tax savings occurring as a result of that Protest and its related reduction in assessed valuation shall be adjusted between Seller and Purchaser so as to provide Seller with the benefit of the reduction for the period of time immediately preceding the Closing Date and to provide Purchaser with the benefit of the reduction for the period of time from and after the Closing Date. If any reduction in assessment shall be granted for a period that is prior to the Closing occurs and such reduction in assessment takes the form of a credit for taxes payable at or after Closing, Seller shall be entitled to receive a sum equal to such credit when granted. This subparagraph shall survive Closing.

15. **Possession**. Possession of the Property shall be delivered on the Closing Date free of any occupants or parties claiming any possessory interest therein, other than tenants under Leases. Notwithstanding anything herein to the contrary, in no event will Purchaser be required to take possession of the Property until that certain lease dated December 8, 2015, by and between Seller, as landlord, and Sears, Roebuck and Co., as tenant, has been terminated and the tenant has vacated the Property.

16. **Destruction or Damage**. If after the Diligence Date and prior to the Closing Date, the Improvements shall be destroyed or damaged in an amount in excess of \$500,000.00 by fire, vandalism or other casualty, then Purchaser shall have the right and option to terminate this

Agreement by giving Seller Notice to such effect, within the later of (i) twenty (20) days after the date of receipt by Purchaser of Notice from Seller of such fire or other casualty or (ii) five (5) days after the determination of the amount of such damages as provided in this paragraph. Should Purchaser elect to so terminate this Agreement, the Earnest Money shall be returned forthwith to Purchaser within five (5) days after Notice of such election, and thereupon the parties hereto shall be released from any and all further obligations hereunder, except as otherwise specified herein. In the event of fire, vandalism or other casualty causing damage in the amount of \$500,000.00 or less, (or more than \$500,000.00, if Purchaser does not so elect to terminate), then Purchaser shall not have the right to so terminate this Agreement and in such event shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage, and at the Closing, Seller shall assign the interest of Seller in and to any insurance proceeds with respect to said damage to Purchaser, and Purchaser shall be given a credit against the Price in an amount equal to the amount deductible under the applicable insurance policies. If the Closing Date is a date prior to the expiration of the time periods specified above, the Closing shall be delayed until Purchaser makes its election within the time periods specified above.

17. **Condemnation.** Prior to the Closing Date, if any proceeding, judicial, administrative or otherwise, which shall relate to the proposed taking of any portion of the Property by condemnation or eminent domain or any action in the nature of eminent domain, or the taking or closing of any right of access to the Property, is instituted or commenced, Purchaser shall have the right and option to terminate this Agreement by giving Seller Notice to such effect within ten (10) days after actual receipt of Notice from Seller of any such occurrence or occurrences or the day prior to the Closing Date, whichever is earlier. Failure of Purchaser to give such Notice within such time shall be conclusive evidence that Purchaser has waived the option to terminate by reason of the occurrence of which it has received Notice, and Purchaser shall be credited with or be assigned all Seller's right to any proceeds therefrom. Seller hereby agrees to furnish Purchaser Notice in respect to any such proceedings within forty-eight (48) hours of Seller's receipt of any such notification or learning of the institution of such proceedings. Should Purchaser elect to so terminate this Agreement, the Earnest Money shall be returned forthwith to Purchaser within five (5) business days after Notice of such election, and thereupon the parties hereto shall be released from any and all further obligations hereunder, except as otherwise specified herein. If the Closing Date is less than ten (10) days following Purchaser's receipt of such Notice, then the Closing shall be delayed until Purchaser makes such election. Notwithstanding the foregoing, if such proceeding by way of condemnation or eminent domain shall be "insubstantial," Purchaser shall not have the right to terminate this Agreement but shall be credited with or be assigned Seller's right to any proceeds therefrom. An "insubstantial" proceeding shall be one which (i) does not relate to the taking or closing of any right of access to the Property, (ii) affects only the perimeter of the Property and does not involve more than the equivalent of \$500,000.00 in value, (iii) does not enable Purchaser's lender to terminate its loan commitment to provide financing for Purchaser's acquisition of the Property, and (iv) does not involve any material relocation of utility facilities serving the Property (providing this latter condition shall be deemed deleted if Seller shall agree to pay any cost of relocation of any of the same and may use such part of the proceeds of the award allocable thereto for such purpose).

18. **Remedies for Defaults.** If Purchaser defaults hereunder in any material respect prior to the Closing, Seller shall have the right to terminate Seller's obligations hereunder, Purchaser's rights under this Agreement, and whatever interest in the Property is derived hereunder, by giving Notice of such election to Purchaser, in which event Seller shall be paid, and have the right to retain, the Earnest Money, which payment to Seller of the Earnest Money in respect of such default shall be Seller's sole and exclusive remedy therefore (Seller and Purchaser each agreeing that the amount of said Earnest Money to be so paid to Seller under such circumstances is the mutually agreed upon amount of compensation to Seller for making the Property available to Purchaser on the terms and during the pendency of this Agreement, and that the payment thereof will not result in a penalty or forfeiture, and shall be in lieu of any other remedy or damages). If Seller defaults hereunder prior to Closing in any material respect and such default remains uncured five (5) days after Notice thereof from Purchaser to Seller in which the nature of the default is described with particularity, Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (i) terminate Purchaser's obligations hereunder by giving Notice of such election to Seller, in which event the Earnest Money shall be returned to Purchaser, or (ii) compel Seller to perform its obligations hereunder in accordance with the terms hereof through an action for specific performance, which action must be initiated, if at all, within thirty (30) days of such default.

19. **No Assignments; Binding Effect.** Neither party shall assign this Agreement without the other party's prior written consent, except that Purchaser may assign its rights hereunder to any entity which will acquire the Property as part of a Section 1031 tax deferred exchange for the benefit of Purchaser pursuant to an exchange agreement with Purchaser, without thereby releasing Purchaser from its obligations hereunder. Any entity to which this Agreement is assigned pursuant to this paragraph shall expressly assume all obligations of the party assigning this Agreement, and the party assigning this Agreement shall not be relieved of its obligations under this Agreement.

20. **Real Estate Brokers.** Each party represents to the other that it has not engaged the services of, or been assisted by, any real estate broker or sales person in connection with this transaction. If any claims for brokerage commissions or fees are ever made against Seller or Purchaser in connection with this transaction by anyone, all such claims shall be defended and/or paid by the party whose actions or alleged commitments form the basis of such claim, and the party whose actions or commitments form the basis of such claim shall indemnify and hold harmless the other from and against any and all such claims and demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this contract or the transactions contemplated hereby.

21. **Notices.** Each Notice shall be in writing and either: (a) hand delivered, (b) sent by overnight courier delivery service, (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) sent by electronic mail transmission (provided, however, that in the case of notice by electronic mail, a hard copy is also promptly delivered in the manner described in (a) – (c) above). Notices shall be addressed to the respective parties, as follows:

If for Seller: ILLINOIS I&L LL, LLC
9450 W. Bryn Mawr, Suite 750
Rosemont, Illinois 60018
Attention: Michael W. Brennan
Email: mbrennan@brennanllc.com

with a copy to: Brennan Investment Group
9450 W. Bryn Mawr, Suite 750
Rosemont, Illinois 60018
Attention: Samuel Mandarino
Email: smandarino@brennanllc.com

If for Purchaser: The Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
Attention: George Knickerbocker, Village Attorney
Email: GKnickbocker@elkgrove.org

Each party hereto may, from time to time, change the address or name specified above for it by giving Notice to the other party (or parties, as the case may be) in accordance with this paragraph.

22. **Governing Law.** This Agreement shall be construed, and the terms hereof shall be enforceable, in accordance with the internal laws (as distinguished from the conflicts of law provisions) of the state where the Property is located, and in the event any legal proceedings are brought in connection with this Agreement, the parties agree that the venue therefore shall be only state and federal courts located in the state where the Property is located, and the courts to which an appeal therefrom may be taken.

23. **Expenses of Enforcement.** In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their obligations hereunder or the effect of a termination under this Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees.

24. **Amendments.** Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

25. **Non-Business Days.** If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or Notice or for the satisfaction of any condition precedent, as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery or satisfaction of such condition shall be extended to the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Illinois for observance thereof.

26. **Construction of Agreement; Entire Agreement.** Time is of the essence in the performance of this Agreement. This Agreement shall not be construed more strictly against one party than against the other merely because of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. The headings of various paragraphs in this Agreement are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof. This Agreement supersedes all previous agreements between Seller and Purchaser pertaining to the Property, and this Agreement therefore constitutes the entire agreement and understanding of the parties hereto.

27. **Survival of Certain Provisions.** The provisions of this Agreement, which by their nature are intended to be performed or be applicable after the Closing, shall not merge in the deed of conveyance and shall survive the Closing (but only for the duration, if any, specified herein), and all other provisions of this Agreement shall have no further force or effect after the Closing.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29. **Tax-Deferred Exchange.** If Seller or Purchaser desires to structure the applicable transaction to effect a tax-deferred exchange under Section 1031 of the United States Internal Revenue Code and the regulations promulgated thereunder, as amended, then the other party shall cooperate with the structuring party in such effort provided (a) the structuring party pays all reasonable third party, out-of-pocket costs and expenses incurred by the other party in connection therewith, and (b) no other party incurs any potential liabilities as a result thereof that would not otherwise have been incurred by the other party (e.g., by having to make any warranties under a deed).

30. **Definitions.** For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent:

(a) “Additional Earnest Money” means One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00);

(b) “Agreement” means this Purchase and Sale Agreement between Seller and Purchaser;

(c) “Appurtenances” mean, collectively, all privileges, rights, easements, hereditaments, and appurtenances belonging to or for the benefit of the Land, including, but not limited to, any streets, alleys, passages, and other rights-of-way included thereon or adjacent thereto (before or after the vacation thereof) and vaults beneath any such streets;

(d) “Assignment and Assumption Agreement” means an assignment and assumption agreement between Seller and Purchaser under which Seller assigns to Purchaser all of its rights under the Leases and Service Contracts and Purchaser assumes

all obligations of Seller under the Leases and Service Contracts from and after the Closing Date;

(e) “Building” means the building constructed on the Land containing approximately 53,462 square feet of rentable space in the aggregate;

(f) “Closing” means the consummation of this Agreement;

(g) “Closing Date” means the date which is five (5) days after the Diligence Date;

(h) “Diligence Date” means the date which is twenty (20) days after the Effective Date, provided that Purchaser may extend the initial Diligence Date by twenty (20) days by Notice to Seller of such extension not later than twenty (20) days following the Effective Date and by delivering the First Extension Earnest Money to Escrowee no later than twenty (20) days after the Effective Date; the First Extension Earnest Money shall be non-refundable to Purchaser, except in the event of the failure of any of Purchaser’s closing conditions set forth in Paragraph 9;

(i) “Earnest Money” means, collectively, the Initial Earnest Money and the Additional Earnest Money;

(j) “Effective Date” means August 18, 2021;

(k) “Escrow” means the escrow established with Escrowee pursuant to the Escrow Agreement;

(l) “Escrow Agreement” means Escrowee’s standard form of Strict Joint Order Escrow Agreement;

(m) “Escrowee” means Stewart Title Guaranty Company;

(n) “Exhibits” mean, collectively, the exhibits attached to this Agreement;

(o) “Extension Earnest Money” means One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00);

(p) “Improvements” mean, collectively, the Building and all other improvements located on the Land, or fixtures thereto (including all replacements or additions thereto between the Effective Date and the Closing Date) such as, but not limited to, all systems, facilities, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, lighting, plumbing, refrigeration, gas, sewer, water, telephone, and television reception thereto, elevators, canopies, and signs;

(q) “Initial Earnest Money” means One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00);

(r) “Insurable Easement” means each recorded easement for the benefit of the Land;

(s) “Insured Exception” means any Title Matter or Survey Matter which the Title Company is willing to insure over on terms acceptable to Seller and Purchaser;

(t) “Land” means the fee simple estate in that certain improved parcel of land described on Exhibit A, and commonly known as 1500 East Higgins Road, Elk Grove Village, Illinois;

(u) “Leases” mean, collectively, those certain leases which are in force on the date of the Agreement and do not terminate prior to the Closing Date, together with such similar leases as are hereafter executed on behalf of Seller prior to the Closing Date in accordance with the Agreement;

(v) “Notice” means each notice, request, demand, approval, consent, election, or other communication permitted or required to be given under this Agreement;

(w) “Permitted Title Exceptions” mean, collectively, all title exceptions disclosed in Schedule B-2 to the Title Commitment, other than those which Seller agrees to cause or is obligated to cause to be waived, cured or insured over at or prior to Closing;

(x) “Price” means Seven Million and No/100 U.S. Dollars (\$7,000,000.00);

(y) “Property” means, collectively, all right, title and interest of Seller in and to (i) the Real Property, (ii) the Appurtenances, (iii) the Service Contracts, (iv) the Tangible Personal Property and (v) the Leases, all guarantees by any third parties of tenants’ obligations under any Leases, all security deposits and any other deposits held by or on behalf of Seller, and all rents, issues, recoveries of charges, proceeds, and accounts receivable and accruing after the Closing Date (excluding, but not limited to, rent accrued and unpaid prior to the Closing Date);

(z) “Property Consultants” mean, collectively, Purchaser and Purchaser’s designated representatives, agents, employees, contractors, architects, engineers, and environmental specialists;

(aa) “Property Documents” mean, collectively, the documents described in Exhibit B, attached hereto and made a part hereof, to the extent the same are in Seller’s possession and control;

(bb) “Purchaser” means THE VILLAGE OF ELK GROVE VILLAGE, an Illinois municipal corporation;

(cc) “Purchaser’s Grantee” means such other grantee as designated by Purchaser in a Notice to Seller given not less than five (5) days prior to the Closing Date;

(dd) “Real Property” means, collectively, the Land, the Improvements and every Insurable Easement;

(ee) “Seller” means ILLINOIS I&L LL, LLC, a Delaware limited liability company;

(ff) “Service Contracts” mean, collectively, all service, maintenance, operating, repair, advertising and other contracts relating to the Real Property, if any, to which Seller is a party;

(gg) “Survey” means that certain plat of survey of the Real Property prepared by Chicagoland Survey Company Inc. and dated September 14, 2020;

(hh) “Survey Matter” means a matter which is disclosed in the Survey or in any prior survey delivered by Seller and to which Purchaser specifically objects by Notice to Seller;

(ii) “Tangible Personal Property” means, collectively, all machinery, equipment, furnishings, signs and other tangible personal property, if any, situated in or upon or used solely in connection with the operation or maintenance of the Real Property and owned by Seller;

(jj) “Title Commitment” means a commitment dated after the Effective Date for an extended coverage owner’s policy of title insurance (ALTA Form 2006), in the amount of the Price, naming Purchaser as the proposed insured and covering the title to the Real Property and each of the Appurtenances, if any, comprising an Insurable Easement;

(kk) “Title Matter” means a matter which is disclosed in the Title Commitment and to which Purchaser specifically objects by Notice to Seller;

(ll) “Title Insurer” shall mean Stewart Title Guaranty Company;

(mm) “Title Policy” means the policy described in the Title Commitment.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the Effective Date.

PURCHASER:

THE VILLAGE OF ELK GROVE VILLAGE,
an Illinois municipal corporation

By: _____
Name: _____
Its: _____

SELLER:

ILLINOIS I&L LL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A
Description of the Land

LOT 3 IN REGENT OFFICE CENTER-PHASE II, BEING A SUBDIVISION IN THE
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1500 East Higgins Road, Elk Grove Village, Illinois

PIN: 08-22-403-015-0000

EXHIBIT B
Schedule of Property Documents

1. All Leases.
2. All Service Contracts.
3. Existing title commitments and surveys for the Property.

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 2021 LUNT AVENUE, ELK GROVE VILLAGE, ILLINOIS

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of a Class 6B designation, even though it has been vacant and unused for more than 12 months and there has been no purchase for value, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status special circumstances pursuant to said aforementioned ordinance for certain real estate located at 2021 Lunt Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-35-104-075-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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

Section 1: That the request of the Petitioner to have certain real estate located at 2021 Lunt Avenue, Elk Grove Village, Cook County, Illinois, and identified by Property Index Number 08-35-104-075-0000, declared eligible for Class 6B status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 1 IN ROLLEX CORPORATION RESUBDIVISION, BEING A SUBDIVISION OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1989 AS

DOCUMENT 89260322 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON JUNE 8, 1989 AS DOCUMENT LR3800560, IN COOK COUNTY, ILLINOIS.

Section 2: That the Special Circumstances as outlined by the petitioner are attached hereto as Exhibit "A" and made a part thereof.

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-35-104-075-0000. Elk Grove Village is in receipt of an economic disclosure statement that is included with the application packet.

Section 4: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of closing:

- a. Upgrade the façade;
- b. Update landscaping;
- c. Interior/exterior build out for data center operations;
- d. Office and security build out;
- e. Reconstruct existing dock drive and apron per Elk Grove Village standards;
- f. Resurface, seal coat and stripe the parking lot and driveway, as well as other renovations.

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 _____ 2021

APPROVED this _____ day of _____ 2021

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Exhibit "A"



August 4, 2021

Mr. Josh Grodzin
Director Business Development and Marketing
901 Wellington
Elk Grove Village, Illinois 60007

RE: 6b Petition – Occupation of Abandoned Property - With Special Circumstance

Dear Mr. Grodzin:

Since late 2013, EdgeConneX has built over 40 data centers across North America, Europe, and South America, creating a new Edge of the Internet. We continue to move the Internet to where it is most needed – into local markets across the country and around the globe. We are constantly evaluating our strategic plan for supporting our customers and evaluating our expansions into new markets as well as our current network of operations. As a result, we are considering a multi-phase campus expansion in Elk Grove Village that could bring nearly \$300 million in new investment and quality new jobs.

Phase One of our expansion is the subject of this letter and would be a conversion and renovation of an existing 63,250 square foot warehouse to a 7 MW data center facility located at 2021 Lunt Ave. EdgeConneX is seeking a 6(b) tax incentive under the Occupation of Abandoned Property - With Special Circumstance. This project is one of several being evaluated within the EdgeConneX organization and thereby internally competing for funding. The 6(b) tax incentive under the Occupation of Abandoned Property - With Special Circumstance is a key factor toward financial feasibility of the expansion and will significantly influence the Company's decision on whether or not to move forward with this investment.

EdgeConneX purchased the property on May 30, 2017 through its fully owned subsidiary 2021 Lunt Ave LLC. The building became vacant as of January 1, 2019 in hopes for our project to move forward but has remained vacant since that time. We have included a sworn statement and provided support for the vacancy. The renovation of this building has been under consideration since 2017/2018. However, due to the economics of the project, it has been unsuccessful in moving forward. The availability of the 6(b) incentive with the classification as an Occupation of Abandoned Property - With Special Circumstance is an important component and assumption factored into more recent analysis indicating that this phase of the expansion could be financially viable. Should the project not be eligible for tax relieve under 6(b)

the project would be at risk and there would be significant negative ramifications on EdgeConneX's plan related to the broader expansion.

If EdgeConneX moves forward, this project would be a significant investment in Elk Grove Village that will create jobs, boost the local tax base and support the area's technology-based economy. This project would expand EdgeConneX presence in Elk Grove Village and create additional opportunity for future growth.

We thank you in advance for considering supporting this project through a 6(b) property tax abatement-Occupation of Abandoned Property - With Special Circumstance.

Sincerely,

DocuSigned by:

Joe Hara

953240255C05409

Joe Hara

Chief Financial Officer

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A SECOND AMENDMENT TO THE SEPTEMBER 9, 2014 DEVELOPMENT AND OPERATING AGREEMENT-CULTIVATION FACILITY

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 document marked:

SECOND AMENDMENT TO THE SEPTEMBER 9, 2014 DEVELOPMENT AND OPERATING AGREEMENT - CULTIVATION FACILITY

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 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

**SECOND AMENDMENT TO THE SEPTEMBER 9, 2014
DEVELOPMENT AND OPERATING AGREEMENT – CULTIVATION FACILITY**

WHEREAS, on September 9, 2014, the Village and IL GROWN MEDICINE LLC (CULTIVATOR) entered into a Development and Operating Agreement (AGREEMENT) for the purpose of cultivating cannabis; and

WHEREAS, Since that time, Cultivator has sold its interest to MP Illinois, LLC. (CULTIVATOR 2) including the assignment of its interests in the Agreement; and

WHEREAS, Present day circumstances are such that Cultivator 2 has requested a change in Section VI Fees/Contributions and the Village has agreed to such changes in consideration of Cultivator 2 agreeing to related additional changes submitted by the Village; and

WHEREAS, The reference to future expectations, requirements or acts in the Agreement are no longer operative as superseded by the present existence and operation of the facility, it being the primary intent of this Amendment to adjust the original percentage payments as well as certain future obligations of Cultivator 2.

NOW, THEREFORE, It Is Agreed by and between the Village and MP Illinois, LLC., in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

1. That Section 6.01 of the Agreement which currently requires a payment to the Village of 3.0% of the gross sales, be amended to read as follows:

6.01 Village Fee. Effective July 1, 2021, Cultivator agrees to pay to the Village a fee of 2% of the gross sales of the Cultivator to all approved dispensing facilities, payable quarterly.

Cultivator shall submit to the Village a copy of the tax returns required to be filed with the Illinois Department of Revenue with respect to its operations at the Building, which returns shall set forth the gross sales for each monthly period submitted. The return shall be accompanied by payment to the Village of the Village Fee.

2. Section 6.02 shall be amended to read as follows:

6.02 Community Contributions. Cultivator 2 shall provide an annual donation in the amount of Thirty Thousand U.S. dollars (\$30,000) to the Village of Elk Grove Village for community events and outreach. In addition, Cultivator 2 shall provide annual donations in the amount of Fifteen Thousand U.S. dollars (\$15,000) to each of the following organizations or programs:

- Kenneth Young Youth Center for Drug and Mental Health Treatment Programs;
- Elk Grove CARES Program; and
- Elk Grove Police Drug Education Program.

The Village reserves the right to reallocate the annual donations based upon need and requirements. While the initial community groups are listed above, the Village reserves the right to modify the list of community organizations, and may also add additional community organizations while redistributing the allocation allotment, provided that such additional community organizations are consistent with the spirit and intent of the charity designations specified in Cultivator's application for the License. Payments shall be made to the Village Finance Department, payable in the names of the entities listed herein, said payment to be made within fifteen (15) days of the date of each annual renewal.

3. Section 7.05 NOTICE. Shall be amended with respect to notice to Cultivator 2, as follows:

TO CULTIVATOR:

MP Illinois, LLC
Attn: Josh Rosen
5060 N. 40th Street, Suite 120
Phoenix, AZ 85018

4. That Section 7.08 TERM / RENEWAL. shall be amended to read as follows:

7.08 A. TERM. The term of the original Agreement which commenced September 9, 2014 and terminates on September 8, 2024, unless otherwise extended, shall remain in effect.

B. TERMINATION. Cultivator shall have the right to terminate this Agreement by giving the Village written notice of its intention to terminate at least ninety (90) days prior to the termination date in effect; provided, however, that in the event that Cultivator terminates this Agreement prior to September 8, 2024, Cultivator covenants and agrees not to relocate the Cultivation Center outside of the corporate limits of the Village for a period of one year after the date of such termination. Cultivator shall have the option, however, of relocating outside of the corporate limits by subleasing or providing evidence of new leases for 100% of the current facility to craft cultivators or the like under similar terms as set forth in the Agreement.

In Witness Whereof, the Parties have duly executed this Agreement this _____ day of August, 2021.

MP Illinois, LLC.

VILLAGE OF ELK GROVE VILLAGE

BY: _____
IT'S CHIEF EXECUTIVE OFFICER

BY: _____
ITS MAYOR

WITNESS: _____

ATTEST: _____
VILLAGE CLERK