



AGENDA

REGULAR VILLAGE BOARD MEETING

DECEMBER 13, 2022

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF November 15, 2022

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: November 30, 2022 \$7,724,625.33
December 13, 2022 \$ 922,195.33

6. CONSENT AGENDA

a. Consideration of requests from Living Hope Church, 777 Meacham Road, to waive permit fees in the amount of \$379 for the following projects:

- Remove and replace the concrete pad and sidewalk in the parking lot in the amount of \$354; and
- Install a temporary banner on the side of the church in the amount of \$25.

(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.)

b. Consideration of a request from Elk Grove Township, 600 Landmeier Road, to waive permit fees in the amount of \$616 to install a fence for the Bicycle Safety and Challenge Course.

(It has been best 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 \$4,503 for the following projects:

- Replace broken plumbing pipes at the Pavilion, 1000 Wellington Avenue, in the amount of \$142;
- Install storm sewers for drainage improvements at Johnson Park, 974 David Lane, in the amount of \$750;
- Renovations to the existing fuel island at the Elk Grove Park District Facility, 499 Biesterfield Road, in the amount of \$2,936; and
- Install storm sewer for drainage improvements at Hampshire Park, 1630 Gibson Drive, in the amount of \$675.

(It has been best 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 award a professional services contract with Mac Strategies Group, Inc. of Chicago, IL to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois and other governmental agencies for the 2023 calendar year in the amount of \$60,000.

(Mac Strategies has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois and other local agencies.

(In addition, Mac Strategies has helped identify and secure grant funding for critical Village infrastructure projects.

(This contract will continue these services for calendar year 2023.)

- e. Consideration of the following:

- To award a professional services contract to Arthur J. Gallagher for the administration of the self-insured liability plan in the amount of \$67,626;
- To award a professional services contract to CCMSI for the administration of third party claims in the amount of \$18,117; and
- To approve the Liability Insurance Premiums submitted by Arthur J. Gallagher Risk Management Services (AJG) at a premium level as determined for the following coverage in the amount of \$808,757:
General Liability, Auto Liability, Public Officials Liability, Law Enforcement Liability, Property, Environmental, and Fiduciary Pension Fund Insurance.

(In September 2018, the Village joined the Suburban Liability Insurance Pool (SLIP) along with Buffalo Grove, Highland Park, and Hoffman Estates.

(AJG solicited quotes and prepared a proposed insurance package for the policy period of January 1 to December 31, 2023.

(AJG requested competitive bids to obtain optimal coverage at the lowest cost during this hard insurance market.

(The Director of Finance recommends approval.)

- f. Consideration to award a professional services contract to Cornerstone Government Affairs, Inc. of Washington DC to provide strategic consulting and advocacy services to the Village in consulting with the State of Illinois for the 2023 calendar year in the amount of \$120,000.

(Cornerstone has been retained by the Village to assist with legislative monitoring and advocating on behalf of the Village in relation to legislation being considered by the State of Illinois. In addition, they help identify and secure grant funding for critical Village infrastructure projects.

(This contract will continue these services for calendar year 2023.

(Fidelity Consulting Group is also a subcontractor serving under Cornerstone at a rate of \$3,000 a month.)

- g. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a petition for a Special Use Permit for an automotive truck repair at 2380-2400 American Lane in the I-2 Industrial District.

(DT & T Inc. dba Diamond Truck & Trailer Inc. is petitioning the Village for a special use permit to operate an automotive truck repair at 2380-2400 American Lane.)

(The date for a Public Hearing has not been established.)

- h. Consideration of the following:

- To adopt Ordinance No. 3790 authorizing the Levy and Collection of Taxes for the Corporate and Municipal purposes of the Village of Elk Grove Village for the Fiscal Year beginning May 1, 2023 and ending April 30, 2024; and
- To adopt Ordinance No. 3791 abating a portion of the 2022 Property Taxes Levied for certain taxable General Obligation Bonds, Series 2017, of the Village of Elk Grove Village; and
- To adopt Ordinance No. 3792 abating a portion of the 2022 Property Taxes Levied for certain taxable General Obligation Bonds, Series 2021, of the Village of Elk Grove Village.

(The determination was included on the November consent agenda.

(The 2022 Tax Levy will be collected in FY 2023-24.

(The Director of Finance recommends approval.)

- i. Consideration to adopt Resolution No. 56-22 authorizing the Mayor and Village Clerk to execute an Intergovernmental Agreement between the State of Illinois Department of Transportation (IDOT) and the Village of Elk Grove Village to enable the vacation of the Midway Court Right-of-Way.

(The Village is seeking to acquire and vacate the transportation use of Midway Court to facilitate the redevelopment of the surrounding area.

(IDOT owns a portion of the land which makes up Midway Court and has sole jurisdiction over the entirety of the Midway Court right-of-way.

(This Intergovernmental Agreement outlines the process by which IDOT will sell their portion of Midway Court and subsequently transfer the jurisdictional authority of Midway Court to the Village.

(This agreement has been reviewed by the Village Attorney.
(The Deputy Village Manager recommends approval.)

- j. Consideration to adopt Resolution No. 57-22 approving a Plat of Easement for the existing Illinois Department of Transportation (IDOT) drainage ditch along the Midway Court right-of-way.

(The Village is seeking to acquire and vacate the transportation use of the Midway Court right-of-way to facilitate the redevelopment of the surrounding area.

(IDOT has no objection to ending the transportation use, but requires that the existing IDOT drainage ditch within the Midway Court right-of-way be maintained.

(This Plat of Easement grants a permanent, non-exclusive drainage easement on the parcels of Midway Court currently owned by the Village and IDOT for the continued use, maintenance, and improvements of the existing drainage function.

(The Deputy Village Manager recommends approval.)

- k. Consideration to adopt Resolution 58-22 authorizing the Mayor and Village Clerk to execute a Real Estate Exchange Agreement between Riverpoint Property Trust, LLC and the Village of Elk Grove Village.

(This Agreement provides for the even exchange of the Village-owned property at 701 Pratt Boulevard for a newly created parcel at 2035 Tonne Road, which is owned by Riverpoint Property Trust, LLC.

(The Village plans to construct a cellular communications monopole at 2035 Tonne Road in order to relocate the existing cellular equipment from the soon-to-be-decommissioned water tower located at 701 Pratt Boulevard.

(The Village Attorney has reviewed this agreement.

(The Deputy Village Manager recommends approval.)

- l. Consideration to adopt Resolution No. 59-22 authorizing the Mayor and Village Clerk to execute an agreement between the Village of Elk Grove Village and Pace, the Suburban Bus Division of the Regional Transportation Authority (Dial-A-Ride Program).

(This agreement provides for a cost-share between Pace and the Village of Elk Grove to offer curb-to-curb paratransit Dial-A-Ride bus service to Elk Grove residents.

(The agreement includes the traditional Pace subsidy, wherein Pace will contribute 75% of the net service costs, up to \$178,742.

(The Village is responsible for the remainder of the net service costs, which for 2023 are estimated to be \$173,173.

(In addition to the traditional Pace contribution, in 2023 Pace will send the Village a one-time subsidy of \$25,827, representing 15% of the Village's estimated 2022 local share costs. This subsidy will be paid in 12 equal monthly installments beginning in January of 2023.

(The terms of this year's Agreement have not been significantly modified in comparison to previous years.)

- m. Consideration to adopt Resolution No. 60-22 amending Resolution No. 36-05, 33-15, and 34-18 and authorizing the Mayor and Village Clerk to execute a Third Amendment to the Ground Lease Agreement between the Village of Elk Grove Village and NCWPCS MPL 32 – Year Sites Tower Holdings, LLC.

(This Third Amendment provides for NCWPCS MPL 32 – Year Sites Tower Holdings, LLC to sublease a portion of their leased premises at 600 Landmeier Road to Dish Wireless.

(Dish Wireless is required to meet FCC deadlines for population coverage to ensure a competitive market for cellular markets. Dish Wireless is seeking a streamlined approach to expanding coverage by leasing multiple sites at standard terms from companies with towers located throughout the U.S.

(Due to these unique circumstances, this Third Amendment provides for a monthly subtenant rent of \$500, with a 4% annual escalator, which will begin in 2028.

(The amendment also provides for a one-time contribution of \$5,000.

(All other terms and conditions of the Ground Lease remain intact.

(The Deputy Village Manager Recommends Approval.)

- n. Consideration to adopt Resolution No. 61-22 amending Resolution No. 51-00, 22-05, 19-10, and 32-12 and authorizing the Mayor and Village Clerk to execute a Third Amendment to the Ground Lease Agreement between the Village of Elk Grove Village and STC Two, LLC.

(This Third Amendment provides for STC Two, LLC to sublease a portion of their leased premises at 676 Meacham Road to Dish Wireless.

(Dish Wireless is required to meet FCC deadlines for population coverage to ensure a competitive market for cellular markets. Dish Wireless is seeking a streamlined approach to expanding coverage by leasing multiple sites at standard terms from companies with towers located throughout the U.S.

(Due to these unique circumstances, this Third Amendment provides for a monthly subtenant rent of \$500, with a 4% annual escalator, which will begin in 2028.

(The amendment also provides for a one-time contribution of \$5,000.

(All other terms and conditions of the Ground Lease remain intact.

(The Deputy Village Manager Recommends Approval.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket 22-9 - Consideration of a petition from Elk Grove Village seeking for a text amendment to the Elk Grove Zoning Ordinance Section 7E-6 Prohibited Uses In All Industrial Districts by deleting the residential accessory facilities associated with a permitted primary use. (PH 11-07-22)
- b. PC Docket 22-10 - Consideration of a petition submitted by Elk Grove Village for a Text Amendment to remove and replace Elk Grove Zoning Ordinance Section 5-5- Location of Planned Development, and to remove and replace Elk Grove Zoning Ordinance Section 5-2 Procedure, Subsection E. (PH 11-07-22)
- c. PC Docket 22-11 - Consideration of a Petition for a one-lot Resubdivision and associated variations for the properties at 2001, 2045, and 2111 Pratt Boulevard. (PH 12-05-22)

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

- 9. ZONING BOARD OF APPEALS - Village Manager Roan**
- 10. RECYCLING & WASTE COMMITTEE - Trustee Feichter**
 - a. Sustainability Plan
- 11. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno**
- 12. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Schmidt**
- 13. CABLE TELEVISION COMMITTEE - Trustee Lissner**
- 14. YOUTH COMMITTEE - Trustee Franke**
- 15. INFORMATION COMMITTEE - Trustee Miller**
- 16. BUSINESS LEADERS FORUMS - Trustee Schmidt**
- 17. HEALTH & COMMUNITY SERVICES - Trustee Prochno**
- 18. PERSONNEL COMMITTEE - Trustee Franke**
- 19. AIRPORT UPDATE - Mayor Johnson**
- 20. PARADE COMMITTEE - Mayor Johnson**
- 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**
- 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 AUTHORIZING THE LEVY AND COLLECTION OF TAXES FOR THE CORPORATE AND MUNICIPAL PURPOSES OF THE VILLAGE OF ELK GROVE VILLAGE FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024

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:

Section 1: That the sum of thirty five million two hundred ninety four thousand one hundred fourteen dollars (\$35,294,114) being the total amount to be levied from the approved budget heretofore made for the corporate and municipal purposes specified and herein, less the estimated revenue from sources other than general taxation, for the fiscal year beginning May 1, 2023 and ending April 30, 2024 be and the same is hereby levied on all taxable property within the Village of Elk Grove Village according to the valuation of said property as is, or as shall be assessed, or equalized by the State, for the current year 2022. The fiscal year 2023 budget was approved in accordance with sections 5/8-2-9.1 to 5/8-2-9.10 of the Illinois Compiled Statutes (the Municipal Budget Act) by the Mayor and Board of Trustees of the Village of Elk Grove Village at a meeting regularly convened and held in the said Village of Elk Grove Village, Illinois on the 12th day of April, 2022. Publication of the tentative annual budget and notice of the public hearing relating there so was made April 2nd, 2022, pursuant to Section 5/8-2-9.9 of Chapter 65 of the Illinois Compiled Statutes. The various objects and purposes for which said budgets were set forth under the column entitled "Amount Budgeted", and the specific amount hereby levied for each object and purpose is set forth under the column entitled "Amount Levied", as follows:

Section 2: That this Levy Ordinance is adopted pursuant to the Illinois Municipal Code providing however, that any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with the Ordinance shall not be applicable to this Ordinance as the Village of Elk Grove Village is a "Home Rule" municipality having a population in excess of 25,000, and elects to exercise all powers granted pursuant to Section 6, Article VII of the Constitution of the State of Illinois and particularly does not choose to be bound by any tax limitations contained in the Illinois Municipal code.

Section 3: That this Levy Ordinance is adopted in full compliance with Public Act 82-102 known as the Truth-In-Taxation Act and amended by Public Act 86-957.

Section 4: That the Village Clerk is hereby ordered and directed to file a certified copy of the Ordinance with the County Clerks of Cook and DuPage Counties on or before the time required by law.

Section 5: That this Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval according to law.

ADOPTED this ____ day of December, 2022 pursuant to a roll call vote as follows:

AYES: ____ **NAYS:** ____ **ABSENT:** ____

PASSED this ____ day of December 2022.

APPROVED this ____ day of December 2022.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE ABATING A PORTION OF THE 2022 PROPERTY TAXES LEVIED FOR CERTAIN TAXABLE GENERAL OBLIGATION BONDS, SERIES 2017, OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

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 County Clerks of Cook and DuPage Counties, are hereby authorized and directed to abate \$4,171,350 from the taxes levied for 2022 in Ordinance No. 3510, duly passed and approved on the 15th day of August, 2017, which Ordinance provided for the issuance of \$60,000,000 dollars Taxable General Obligation Bonds, Series 2017, of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois.

Section 2: That the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerks of Cook and DuPage, Counties, Illinois prior to December 31, 2022.

Section 3: That the Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 4: 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 December 2022.

APPROVED this _____ day of December 2022.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of December 2022.

ORDINANCE NO. _____

AN ORDINANCE ABATING A PORTION OF THE 2022 PROPERTY TAXES LEVIED FOR CERTAIN TAXABLE GENERAL OBLIGATION BONDS, SERIES 2021, OF THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

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 County Clerks of Cook and DuPage Counties, are hereby authorized and directed to abate \$3,521,364 from the taxes levied for 2021 in Ordinance No. 3696, duly passed and approved on the 23rd day of March, 2021, which Ordinance provided for the issuance of \$43,715,000 dollars Taxable General Obligation Bonds, Series 2021, of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois.

Section 2: That the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerks of Cook and DuPage, Counties, Illinois prior to December 31, 2022.

Section 3: That the Village Clerk is hereby authorized to publish this Ordinance in pamphlet form.

Section 4: 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 December 2022.

APPROVED this _____ day of December 2022.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of December 2022.

**CERTIFICATE OF COMPLIANCE
TRUTH IN TAXATION**

**VILLAGE OF ELK GROVE VILLAGE
COUNTIES OF COOK AND DUPAGE**

CERTIFICATE OF MAYOR

I, **Craig B. Johnson**, Mayor of the Village of Elk Grove Village, do hereby certify that I am the presiding officer of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois.

As such presiding officer, I do further certify that the 2022 Levy Ordinance, a certified copy of which is appended hereto, was adopted December 13th, 2022 pursuant to, and in all respects in compliance with, the provisions of the Illinois Property Tax Code - "Truth in Taxation Law", 35 ILCS 200/18-60 through 18-85.

Date: December 13, 2022

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Village of Elk Grove
Tax levy Ordinance

2022	Amount Budgeted	Amount Levied
General Fund		
Mayor & Board		
Personal Services	\$ 457,368	39,932
Supplies	\$ 21,975	
Communication	\$ 72,800	
Professional Development	\$ 176,695	
Maintenance Service	\$ 3,000	
Professional Services	\$ 1,823,548	
Operating Capital	-	
Fixed Capital	-	
	2,555,386	
Village Clerk		
Personal Services	\$ 152,350	19,402
Supplies	\$ 2,000	
Communication	\$ 5,400	
Professional Development	\$ 4,775	
Maintenance Service	\$ 15,500	
Professional Services	\$ 12,400	
Operating Capital	-	
	192,425	
Village Manager		
Personal Services	\$ 2,155,701	100,320
Supplies	\$ 30,500	
Communication	\$ 19,600	
Professional Development	\$ 123,550	
Maintenance Service	\$ 315,550	
Professional Services	\$ 290,150	
Operating Capital	\$ 149,000	
Capital Replacement Pmts	\$ 82,369	
	3,166,420	
Finance Department		
Personal Services	\$ 1,815,440	210,397
Supplies	\$ 10,700	
Communication	\$ 97,530	
Professional Development	\$ 26,660	
Maintenance Service	\$ 6,800	
Other Services & Charges	\$ 415,625	
Operating Capital	\$ 18,800	
Other Non-Operating	-	
	2,391,555	
Fire Department		
Personal Services	\$ 20,474,928	8,193,862
Supplies	\$ 403,350	
Communication	\$ 60,200	
Professional Development	\$ 181,890	
Maintenance Service	\$ 227,750	
Other Services & Charges	\$ 897,205	
Operating Capital	\$ 85,000	
Fixed Capital	-	
Capital Replacement Pmts	\$ 829,288	
	23,159,611	
Police Department		
Personal Services	\$ 19,673,623	7,424,214
Supplies	\$ 287,240	
Communication	\$ 90,800	
Professional Development	\$ 285,860	
Maintenance Service	\$ 139,510	
Other Services & Charges	\$ 1,462,743	
Operating Capital	\$ 168,880	
Fixed Capital	-	
Capital Replacement Pmts	\$ 545,656	
	22,654,312	

Village of Elk Grove
Tax levy Ordinance

Community Development

Personal Services	\$ 2,556,971	197,920
Supplies	\$ 23,350	
Communication	\$ 26,950	
Professional Development	\$ 17,325	
Maintenance Service	\$ 46,140	
Other Services & Charges	\$ 184,100	
Operating Capital	\$ 10,800	
Fixed Capital	\$ -	
Capital Replacement Pmts	\$ 25,167	
	<u>2,890,803</u>	

Department of Public Works

Personal Services	\$ 5,035,891	2,406,303
Supplies	\$ 851,500	
Communication	\$ 29,025	
Professional Development	\$ 37,365	
Maintenance Service	\$ 1,625,250	
Other Services & Charges	\$ 603,650	
Operating Capital	\$ 108,500	
Fixed Capital	\$ -	
Capital Replacement Pmts	\$ 578,014	
	<u>8,869,195</u>	

Total General Corporate Fund	<u>65,879,707</u>	<u>18,592,350</u>
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Summary

Purpose	Levy	Abatement	1% loss	Total
General Corporate	8,042,270		80,423	8,122,693
Fire Pension	4,868,653		48,686	4,917,339
Police Pension	4,097,701		40,977	4,138,678
IMRF	548,960		5,490	554,450
FICA	850,685		8,507	859,192
Total	18,408,269	-	184,082	18,592,351

Debt Service - General Obligation Bonds				
GO Bonds - Series 2017	4,171,350	(4,171,350)	-	-
GO Bonds - Series 2017A	704,000	-	7,040	711,040
GO Bonds - Series 2021	5,417,483	(3,521,364)	18,961	1,915,080
Total	10,292,833	(7,692,714)	26,001	2,626,120

Elk Grove Public Library				
Personal Services	3,745,694			
Supplies	175,750			
Communication	80,250			
Professional Development	59,375			
Maintenance Service	393,062			
Other Services & Charges	1,472,309			
Operating Capital	108,250			
Fixed Capital	477,000			
Total Library	6,511,690	6,319,730	63,197	6,382,927

Total Levy with Debt Service	35,020,832	(7,692,714)	273,280	27,601,398
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) TO ENABLE THE VACATION OF THE MIDWAY COURT RIGHT-OF-WAY IN ELK GROVE VILLAGE

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:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS
DEPARTMENT OF TRANSPORTATION TO ENABLE THE VACATION OF THE
MIDWAY COURT RIGHT-OF-WAY IN ELK GROVE VILLAGE**

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 _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION TO ENABLE THE VACATION OF THE MIDWAY COURT RIGHT-OF-WAY IN ELK GROVE VILLAGE

This Intergovernmental Agreement (hereafter referred to as the “Agreement”), is made and entered into this ____ day of _____, 2022 (hereafter referred to as the “Effective Date”) by and among the **Village of Elk Grove**, an Illinois body politic and municipal corporation (hereafter referred to as the “Village”) and the **State of Illinois, Department of Transportation**, an instrumentality of the State of Illinois (hereafter referred to as “IDOT”) (all of whom are sometimes referred to herein collectively as the “Parties”),

WITNESSETH:

WHEREAS, the Village is a unit of local government authorized by the Illinois Constitution (Ill. Const. Art. VII, Section 10) (hereafter referred to as the “Constitution”), and this Agreement is authorized under and subject to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (hereafter referred to as the “Cooperation Act”), and the Local Governmental Property Transfer Act (50 ILCS 605/1 et seq.); and

WHEREAS, IDOT is an instrumentality of the State of Illinois engaged in the design, construction, and maintenance of highway and appurtenant areas within the State of Illinois; and

WHEREAS, the Village and IDOT are authorized, pursuant to the Illinois Constitution and the Cooperation Act, to agree with and contract by and among themselves on matters of mutual interest; and

WHEREAS, the Village is engaged in an endeavor to acquire title to approximately twenty-four (24) acres of land, bounded by Higgins Road (IL-72), Busse Road (IL-83), and Oakton Street, collectively to be referred to as the “Property” to further the development of high-tech industries (data center facilities) in the Village; and

WHEREAS, one of the six (6) parcels which comprise the Property is Midway Court, an existing public right-of-way, located in the interior of the Property; and

WHEREAS, Fee Simple ownership of a portion of Midway Court (Parcel 0ZZ1152) rest with IDOT (Excess Parcel Exhibit) and right-of-way dedication/prescriptive rights for the remainder of Midway Court rests with multiple entities, including the Cook County Department of Transportation and Highways and the Village. Moreover, the Parties recognize that IDOT has sole jurisdiction of all of Midway Court; and

WHEREAS, the Village has previously acquired four (4) of the six (6) parcels, abutting Midway Court and is in contract with the owner of the fifth parcel, and is desirous for IDOT to cause the declaration of Parcel 0ZZ1152 as excess land in accordance with 605 ILCS 5/4-508 and, to cause the jurisdictional transfer of all of Midway Court to the Village; and

WHEREAS, the Village will then enact an ordinance and/or resolution accepting into the municipal roadway system Midway Court; and

WHEREAS, IDOT upon receipt hereafter of Fair Market Value, will thereupon issue to the Village a Quit Claim Deed for Parcel 0ZZ1152 and IDOT form BLR 05210, thereby extinguishing its ownership of Parcel 0ZZ1152 and jurisdictional authority thus completing the necessary acquisitions and transfers for the development to proceed; and

WHEREAS, IDOT has been fully apprised of the Village's need to purchase and thereafter vacate Midway Court and that said purchase and subsequent vacation by the Village will have no deleterious effect with respect to ingress and egress by any party, underlying easements or any other factor which would result in or create any negative impact on Midway Court, as it currently exists.

Now, **THEREFORE**, in consideration of the mutual covenants, conditions and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Plat of Vacation.** The Village hereby agrees to execute the Plat of Vacation attached hereto as Exhibit A and agrees that the Plat contains all applicable legal descriptions and will reserve the right of existing public utilities, drainage/stormwater facilities and access to the adjacent Commonwealth Edison property.
3. **Preservation of Drainage Use.** IDOT currently has a drainage ditch through the Midway Court right-of-way and IDOT shall retain a non-exclusive permanent drainage easement, attached hereto as Exhibit B, to provide for IDOT's continued use, maintenance, and improvements of the existing drainage function in perpetuity. Any development impacting the drainage ditch shall be subject to the review, approval and permitting by IDOT, along with the Metropolitan Water Reclamation District of Greater Chicago (MWRD), and the U.S. Army Corps of Engineers (USACOE). The Village shall not issue any construction permitting for development impacting the existing drainage function until all such appropriate reviews, approvals, and/or permits from the aforementioned agencies have been validly issued and received by the Village.
4. **Dedication of Utility Easement.** The Village shall dedicate utility easements for any existing utilities that, directly or indirectly, serve customers outside the Property.
5. **Post Purchase Resubdivision.** Simultaneous to the purchase of Parcel 0ZZ1152, it is the understanding of the Parties that the six (6) parcels comprising the Property will be owned by one entity. In that regard, the Village will record a one lot Resubdivision, a copy of which is attached as Exhibit C, which Resubdivision will maintain the existing dedication for drainage easements, utility easements, and stormwater facilities, as well as an access easement to the abutting Commonwealth Edison property.
6. **Cooperation of the Parties.** The Parties shall cooperate in the exercise of their obligations as set forth in this Agreement, including the execution of additional agreements as may be necessary to perform the purposes and objectives of this Agreement.

MISCELLANEOUS

7. **Written Demands.** All notices, demands, and requests required or permitted under this Agreement shall be in writing.

8. **Notices.** All notices, demands, requests required, or other writings hereunder shall be deemed to have been properly made on the day of service, if served personally, and on the second day following mailing, if sent by United States certified mail, with postage prepaid return receipt requested, addressed as follows :

TO IDOT:

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
201 Center Court
Schaumburg, Illinois 60196-1096
Attn: Bureau Chief, District 1
Land Acquisition

With a Copy to :

Illinois Department of Transportation
69 W. Washington St., Suite 2100
Chicago, Illinois 60602
Attn: Richard A. Kabaker, Esq.
Deputy Chief Counsel

TO THE VILLAGE:

Village of Elk Grove Village
Attn: Matthew Roan, Village Manager
901 Wellington Avenue
Elk Grove Village, IL 60007
(847) 357-4010

9. **Captions.** The caption used herein have been utilized for convenience only and are not intended to modify or limit in any way the provisions hereof.

10. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and constitute one and the same agreement; executed copies of this Agreement received by any party hereto by facsimile or email transmission shall bind the party so submitting the same until the original executed copy is received by the recipients, whereupon the same shall be replaced by the original executed copy unless the same differs from that received by facsimile or email transmission.

11. **Ministerial Changes.** Ministerial changes to this Agreement, which do not modify or amend the substance of the transaction contemplated herein, may be approved by authorized representatives of the Parties hereto. Said changes shall be fully binding upon and enforceable against the principals for whom said representative so acted.

12. **Partial Invalidity.** If any provision of this Agreement is deemed to be invalid, it shall not affect the remaining provisions of this Agreement unless removal of such provision would materially disrupt the purpose of execution of this Agreement.

13. **Successor and Assigns.** The terms and conditions herein contained shall inure to the benefit of and shall be binding upon the Parties and their respective successors and/or assigns, as the case may be. Notwithstanding anything to the contrary herein contained, it is understood and agreed by the and among the Parties hereto that this Agreement shall not be assignable by either signatory hereto without the prior written consent of the other and any such assignment, without such prior written consent, shall be null and void and of no force and effect.

14. **Representations.** The Parties represent and warrant to each other that, to the best knowledge and information of each of them, (a) the matters represented in this Agreement are true and correct and (b) the person(s) executing this Agreement on behalf of each party is duly authorized to do so. Execution by the Village has been authorized pursuant to a duly adopted Board Resolution dated _____, copy of which is attached hereto Exhibit D.

15. **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the matters set forth herein and supersedes and replaces all other existing agreements, letters or other writings with respect to such matters.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date. .

STATE OF ILLINOIS
by and through its
Department of Transportation

By: _____
Jose Rios
Region One Engineer

EXECUTED BY:
Village of Elk Grove

By: _____
Craig B. Johnson
Mayor
Village of Elk Grove Village

Date: _____

Date: _____

EXHIBIT A - PLAT OF VACATION

EXHIBIT B - PLAT OF DRAINAGE EASEMENT

EXHIBIT C - PLAT OF RESUBDIVISION

EXHIBIT D - RESOLUTION

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF DRAINAGE EASEMENT ALONG THE MIDWAY COURT RIGHT-OF-WAY

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

Section 1: That approval is hereby given the Plat of Easement for a permanent, non-exclusive drainage easement to the Illinois Department of Transportation (IDOT) along the Midway Court right-of-way, a copy of which is attached hereto and made a part hereof.

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

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE
A REAL ESTATE EXCHANGE AGREEMENT BETWEEN RIVERPOINT PROPERTY
TRUST, LLC AND THE VILLAGE OF ELK GROVE VILLAGE**

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:

**REAL ESTATE EXCHANGE AGREEMENT ENTERED INTO BETWEEN RIVERPOINT
PROPERTY TRUST, LLC, AND THE VILLAGE OF ELK GROVE VILLAGE**

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 _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

REAL ESTATE EXCHANGE AGREEMENT ENTERED INTO BETWEEN RIVER POINT PROPERTY TRUST, LLC, AND THE VILLAGE OF ELK GROVE VILLAGE

THIS REAL ESTATE EXCHANGE AGREEMENT (the "Agreement") is made and entered into this _____ day of November, 2022, ("Effective Date") by and between **RIVERPOINT PROPERTY TRUST, LLC**, A Delaware Limited Liability Company authorized to do business in Illinois, and having its Principal office located at 2111 E. Pratt Boulevard, Elk Grove Village, Illinois, 60007, (hereinafter "Riverpoint Property" or "RP"), and **THE VILLAGE OF ELK GROVE VILLAGE**, an Illinois Home Rule Municipal Corporation, having its Principal Office located at 901 Wellington Avenue, Elk Grove Village, Illinois, 60007, (hereinafter the "Village"), and sometimes individually referred to as "Party" and collectively the "Parties" in this Agreement.

RECITALS

WHEREAS, Riverpoint Property and the Village are each currently the legal owners of parcels of real property which the other Party desires to acquire by way of an even exchange with the other Party on the terms herein set forth; and

WHEREAS, the Village is the owner of the real property located at and commonly known as 701 Pratt Boulevard, Elk Grove Village, Illinois, which is legally described in Exhibit "A", ("Village Property"), which property is currently the site of an existing water tower and related uses, which the Village will begin the process of decommissioning; and

WHEREAS, Riverpoint Property is the owner of the real property located at and commonly known as 2025 Tonne Road, Elk Grove Village, Illinois, which is currently vacant green space and legally described in Exhibit "B" and further addressed in the Chicago Title

Insurance Title Commitment No. 22NW6124900RM ("Title Commitment") attached hereto as Exhibit "E"; and

WHEREAS, the Village has first proposed that the real property owned by Riverpoint Property and identified as Exhibit "B" be re-subdivided into a two-lot resubdivision to be known as the Tonne Monopole Subdivision, the proposed Plat of Subdivision being attached hereto as Exhibit "C"; and

WHEREAS, soon after the recording of the new Tonne Monopole Plat of Subdivision as possible, the Village desires to acquire legal title from Riverpoint Property to the vacant parcel having dimensions of 150.02' x 100.01' feet which has been designated as Lot 2 in the (proposed) Tonne Monopole Subdivision, which desired parcel is legally described in Exhibit "D"; and

WHEREAS, the Parties acknowledge that the Village must acquire legal title to the desired parcel identified as Exhibit "D" as soon as reasonably possible after the recording of the Tonne Monopole Plat of Subdivision but within sixty (60) days after the approval of this Agreement by the Village Board of Trustees, in order to clear the desired parcel site and commence construction of a new monopole to relocate various cellular antennas which are currently attached to the existing water tower located on the Village Property identified as Exhibit "A"; and

WHEREAS, the Parties acknowledge that the construction period to complete construction of the new monopole on the Exhibit "D" site could be up to two (2) years, and therefore the Parties acknowledge and agree that time is of the essence; and

WHEREAS, during the new monopole construction period, the Parties agree that the Village shall retain title and ownership of the Village Property identified as Exhibit "A" until both a new water tower (at a different site) and the new monopole on the Exhibit "D" site have been

fully constructed, so that there is no disruption to the Village's water system or interruption to service for the cellular antennas currently attached to the existing water tower located on the Village Property; and

WHEREAS, Riverpoint Property agrees that it is willing to convey the Riverpoint Property identified as Exhibit "D", within sixty (60) days after the approval of this Agreement by the Village Board of Trustees, and to have the Village convey the Village Property at such future time as the existing water tower located thereon is demolished and the Village Property restored to a vacant, green condition, which conveyance is expected to be completed on or before April 30, 2024; and

WHEREAS, Riverpoint Property and the Village mutually agree that the exchange of their real properties is a valid and equitable exchange between the Parties, and that neither Party was subject to any coercion or under any duress in reaching this Agreement and that this Agreement is therefore equitable to each of the Parties, with no additional dollar consideration anticipated to be exchanged or paid to or between the Parties to the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. The Recitals set forth above are incorporated by reference into this Section 1. of this Agreement as if fully restated herein.

Section 2. Riverpoint Property shall convey and deliver by Special Warranty Deed to the Village, and the Village agrees to acquire from Riverpoint Property all of RP's right, title and interest to the Riverpoint Property real property, which is legally described in Exhibit "D", subject to the general exceptions listed on the Title Commitment, free and clear of all title exceptions

listed on Title Commitment, Exhibit E, and identified as 9-17, including but not limited to all RP existing mortgages, loans, loan modification agreements, assignments of rents and lease, security agreements, and fixture filing(s) as set forth on the Title Commitment.

Section 3. Upon closing of the conveyance of Exhibit "D" to the Village, Riverpoint Property shall remain responsible for real estate taxes for the period prior to the date of conveyance to the Village and the Village shall be responsible for the portion of real estate taxes applicable to the Exhibit "D" property.

Section 4. The Village shall, upon acquiring title to the Exhibit "D" property, commence construction of a new monopole, which construction is anticipated to be completed within two years from the date the construction commences.

Section 5. Upon the completion of the Village's new water tower (at the unrelated site) and the new monopole, along with the transfer of the cellular antenna from the existing water tower on the Village Property to the new monopole, the Village will then commence the demolition of the existing water tower on the Village Property.

Section 6. Upon completion of the aforesaid demolition and restoration of the Village Property to a natural unencumbered condition, the Village will convey the Village Property to Riverpoint Property, with reasonable title insurance costs necessarily incurred to be paid by the Village. The Village Property to be conveyed to RP is legally described in Exhibit "A" attached hereto. The closing on the transfer of title to RP by the Village of the property legally described on Exhibit A shall occur no later than July 1, 2025.

Section 7. Riverpoint Property and the Village make no representations or warranties as to any code violations with regard to their respective properties and any use, business operation or

conducting of business located thereon, as the properties to be exchanged are being conveyed and being exchanged "as is, where is, and with all faults".

Section 8. This Agreement may not be amended or assigned except by an instrument in writing signed by both of the Parties hereto.

Section 9. Upon closing of the conveyance of the RP Property identified as Exhibit "D" to the Village, Riverpoint Property shall deliver exclusive and complete possession of the Exhibit "D" Property to the Village.

Section 10. Each Party agrees to furnish the other Party with any existing ALTA survey or otherwise for the properties to be exchanged, and any existing environmental reports or summaries of any type for their respective properties within fifteen (15) days of the Date of this Agreement.

Section 11. The Village agrees to deliver or cause to be delivered to Riverpoint Property or RP's attorney, at the Village's expense and not less than thirty (30) days prior to the time of Closing on the conveyance of the Village Property described in Exhibit "A", (anticipated to occur in 2024), a current ALTA survey dated within one-hundred and twenty (120) days of the Date of this Agreement, and a title commitment for an owner's title insurance policy issued by Chicago Title Insurance Company, in the minimum policy amount, covering title to the Village Property, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy that are approved by Riverpoint Property; if any; and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of the future Closing and which the Village may so remove at that time of the future delivery of the Special Warranty Deed (all of which are herein referred to as the permitted

exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

The Village shall in all events cooperate with the title company to have issued all reasonable and necessary title endorsements to be issued with the Owner Title Policy to be issued to Riverpoint Property, both as a pro forma policy and a final policy after recording of the Special Warranty Deed, to provide, insure and guarantee full and complete vehicular and pedestrian access to the Village Property.

The Village also shall furnish Riverpoint Property an affidavit of title in customary form covering the date of Closing and showing title in the Village property subject only to the permitted exceptions in foregoing items (a) and (b) and exceptions or defects in the title disclosed by the ALTA survey, if any, as to which the title insurer commits to extend insurance.

Section 13. The Village shall remain responsible for all general taxes through the Closing Date anticipated to occur in 2024, if any, at the time of Closing, and other similar items ("Costs") shall be credited at 105% of the last ascertainable full year's amount.

Section 18. Each Party does hereby represent to the other Party as follows:

A. As of the Closing Date, on each exchange conveyance contemplated by this Agreement, there will be no leases, occupancy agreements, management agreements, or maintenance agreements relating to the subject Property to be exchanged at that time that will affect any of the terms or conditions of this Agreement, and each Party agrees not to enter into any such agreements relating to the subject Property without the written consent of the other Party to this Agreement. Each Party will take all actions necessary to terminate said lease(s) and agreement(s) prior to the Closing and Closing Date on the exchange of the Property to the other Party.

B. To the best of each Party's actual knowledge there are currently no proceedings pending or threatened for the taking by exercise of the power of eminent domain, or in any other manner, for a public or quasi-public purpose, of all or any part of the subject Properties to be exchanged except as disclosed in this Agreement.

C. Except as disclosed in this Agreement, to the best of each Party's actual knowledge, there is no pending or threatened litigation or administrative proceeding involving in any manner the subject Properties to be exchanged hereby.

D. To the best of each Party's knowledge, there are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority affecting the subject Properties to be exchanged.

E. Each Party is vested with all necessary legal authority to enter into this Agreement; has full power, authority and legal right, and will have obtained all approvals and consents required to execute this Agreement and to carry out all of the Party's obligations under this Agreement; and this Agreement will constitute the valid and binding obligation of the Party in accordance with its terms.

F. No notices or requests have been received by either Party from any governmental agency or other utility with respect to the subject Properties to be exchanged with which the Party has failed or refused to comply. Any such notices or requests received prior to the respective Closing shall be complied with by the Party at its expense. If the Party does not elect to so comply, the other Party may cancel the Agreement, or the other Party may elect to take title subject to such matters.

G. To the best of each Party's knowledge, there are no claims, demands, liabilities, actions, special assessments or other governmental assessments or charges pending or threatened against either Party related to or the subject Properties to be exchanged (including, without limitation, pending or threatened condemnation proceedings by any public or governmental agency or authority other than that disclosed in this Agreement) which:

- (1) constitute or might result in a lien or claim against the subject Properties to be exchanged;
- (2) may result in a monetary or non-monetary obligation to be fulfilled by a Party;
- (3) could prevent, prohibit, delay or interfere with the acquiring Party's use of the subject Property to be acquired for its intended uses and purposes; or
- (4) could otherwise deprive the acquiring Party of any portion of the subject Property to be acquired by way of the intended exchange.

H. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws pending or threatened by or against either Party or any of its partners.

I. Except as otherwise provided in this Agreement, from and after the date hereof, each Party shall (except in the case of emergency) refrain from (1) making any changes or improvements upon or about the subject Property to be exchanged; (2) creating or incurring any mortgage lien, other lien, pledge or other encumbrance in any way affecting the subject Property to be exchanged; and (3) committing any waste or nuisance upon the subject Property to be exchanged. Each Party shall maintain the subject Property to be exchanged, keep the subject Property to be exchanged in compliance with all laws, ordinances, regulations and restrictions affecting the subject Property to

Village of Elk Grove Village
901 Wellington Street
Elk Grove Village, IL 60007
Tele: 847/357-4032
Fax No. 847/357-4044
Email: gknickerbocker@elkgrove.org

With a copy to: William J. Payne
Attorney at Law
1100 W. Northwest Hwy., #103
Mount Prospect, IL 60056
Tele.: 847/483-5027
Fax No: 847/483-5029
Email: williamjpayne7@aol.com

With a copy to: Matthew J. Roan
Village Manager
901 Wellington Ave.
Elk Grove Village, IL 60007
Tele.: 847/357-4004
Fax No: 847/357-4022
Email: mroan@elkgrove.org

Riverpoint Property: Riverpoint Property Trust, LLC
Michael Madej, Manager
2111 E. Pratt Boulevard
Elk Grove Village, IL 60007
Tele: 224-265-0466
Email: smadej@klcglobal.com

With a copy to: Elliot S. Wiczer
Attorney at Law
Tele: 847-849-4850
Fax No.: 847-849-4851
Email: ewiczer@wsjlawfirm.com

All notices sent by mail shall be deemed effectively given on the business day next following the date of such 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.

Section 20. This Agreement and the Exhibits attached hereto, if any, embody the entire agreement between the Parties in connection with this exchange transaction, and there are no oral

or parole agreements, representations, or inducements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified or in any manner assigned except by a written agreement signed by both of the Parties. However, if any portion of this Agreement is invalid or unenforceable against any Party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provisions. This Agreement will be enforceable, as amended, to the fullest extent allowed by law as long as the amendment does not result in a failure of consideration.

Section 21. Defaults and Remedies:

A. Riverpoint Property's Default. If Riverpoint Property (i) fails to perform in accordance with the terms of this Agreement, and such default is not cured within ten (10) days from the date of Riverpoint Property's receipt of the Village's written notice to Riverpoint Property of such default, or (ii) breaches a representation or warranty hereunder, then, the Village may exercise any right or remedy available to the Village at law or in equity.

B. Village's Default. If the Village fails to perform in accordance with the terms of this Agreement and such default is not cured within ten (10) days from the date of the Village's receipt of Riverpoint Property's written notice to the Village of such default, or (ii) breaches a representation or warranty hereunder, then, Riverpoint Property may exercise any right or remedy available to Riverpoint Property at law or in equity.

C. In the event either Party defaults in the performance for any obligation imposed upon it under the provisions of this Agreement, the defaulting Party shall pay all reasonable attorneys' fees and expenses of the non-defaulting Party incurred in any litigation or negotiation undertaken to enforce any of the obligations of the defaulting party under this Agreement, or in

any litigation or negotiation in which the non-defaulting Party shall, without its fault, become involved through or on account of this Agreement.

Section 22. Each Party shall reconfirm all representations and warranties set forth in this Agreement as true, accurate, and complete on and as of the respective Closing Date and delivery of the Special Warranty Deed at the time of conveyance of the parcel of real property as part of the exchange.

Section 23. Each Party's representations and warranties shall survive both Closings and the delivery of both Special Warranty Deeds, and each Party shall indemnify, hold harmless, and defend the other Party and its successors and assigns, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments or decrees of whatsoever kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in the representations or warranties contained in the Agreement or subsequently by a Party. The preceding indemnity and hold harmless shall not apply to matters attributable to acts or omissions of third parties.

Section 24. The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transaction contemplated in this Agreement.

Section 25. The Parties hereto agree that time is of the essence in this exchange transaction and that this Agreement may be executed in counterparts by the Parties and shall be governed by and interpreted in accordance with the laws of the State of Illinois.

Section 26. Each Party hereto shall respectively pay the fees and charges of their attorneys and consultants.

Section 27. The Parties acknowledge that the obligations of this Agreement will not be binding on the Village until formal Village Board action has been taken by the Corporate Authorities of the Village of Elk Grove Village. In the event that the Village does not obtain approval from the Village Board within 120 days of the Effective Date then this agreement shall be null and void and without further effect.

In Witness Whereof, the Parties have executed this Agreement pursuant to and with all necessary authority having been previously obtained, as of the date first above.

Village of Elk Grove Village:

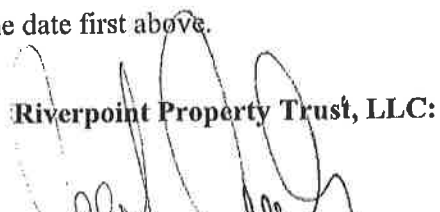
Craig B. Johnson, Mayor

Attest:

By:

Loretta M. Murphy, Village Clerk

Riverpoint Property Trust, LLC:



Michael Madej, Manager

Attest:

By:



Sebastian Madej, Manager

Exhibit A
Description of Real Property

PARCEL 1:

THE EAST 100 FEET OF THE WEST 521.99 FEET OF THE SOUTH 112 FEET OF THE NORTH 245.83 FEET OF THE SOUTH 409.77 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 701 Pratt Boulevard, Elk Grove Village, Illinois

PIN: 08-34-300-027-0000

PARCEL 2:

THAT PART OF THE EAST 14 FEET OF THE WEST 521.99 FEET OF NORTH HALF OF THE SOUTHWEST QUARTER SECTION LYING NORTH OF SOUTH 275.93 OF SAID NORTH HALF OF THE SOUTHWEST QUARTER SECTION AND LYING SOUTH OF THE SOUTH LINE OF PRATT AVENUE AS DESCRIBED IN CENTEX INDUSTRIAL PARK UNIT 22, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 701 Pratt Boulevard, Elk Grove Village, Illinois

PIN: 08-34-300-037-0000

Exhibit B
Description of Real Property

LOT 2 IN BERTHOLD SUBDIVISION, IN THE NORTH HALF OF THE SOUTHWEST
QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 12, 1973 AS DOCUMENT 22476125 IN COOK COUNTY, ILLINOIS.

Common Address: 2025 Tonne Road, Elk Grove Village, Illinois

PIN: 08-34-300-050-0000

Exhibit C

Exhibit D
Description of Real Property

THAT PART OF LOT 2 IN BERTHOLD SUBDIVISION, IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1973 AS DOCUMENT 22476125, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 50.01 FEET TO A POINT ON A LINE 50.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 39 MINUTES 57 SECONDS EAST, ALONG SAID PARALLEL LINE, 150.02 FEET TO A POINT ON A LINE 150.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 02 DEGREES 09 MINUTES 01 SECONDS EAST, ALONG SAID PARALLEL LINE, 50.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 39 MINUTES 57 SECONDS WEST, ALONG SAID SOUTH LINE, 150.02 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS

LOT 2 IN TONNE MONOPOLE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2035 Tonne Road, Elk Grove Village, Illinois

Exhibit E

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

22NW6124908RM

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 1701 Golf Road, #1-101 Rolling Meadows, IL 60008 Main Phone: (847)758-4800 Email: ctrollingmeadows@ctt.com	Chicago Title and Trust Company 1701 Golf Road, 1-ste-101 Rolling Meadows, IL 60008-4227 Main Phone: (847)758-4800 Main Fax: (847)758-4750

Issued By: William J. Payne
1100 W Northwest Hwy, #103
Mt. Prospect, IL 60056

Order Number: 22NW6124908RM

Property Ref.: 701 Pratt Blvd., Elk Grove Village, IL 60007

SCHEDULE A

1. Commitment Date: October 3, 2022
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
 Proposed Insured: Riverpoint Property Trust, LLC, a Delaware Limited Liability Company
 Proposed Policy Amount: \$10,000.00
 - (b) ALTA Loan Policy 2006
 Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured
 Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 The Village of Elk Grove Village, a Municipal Corporation of Illinois

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SCHEDULE A
(continued)

5. The Land is described as follows:

PARCEL 1:

THE EAST 100 FEET OF THE WEST 521.99 FEET OF THE SOUTH 112 FEET OF THE NORTH 245.83 FEET OF THE SOUTH 409.77 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 14 FEET OF THE WEST 521.99 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 SECTION, LYING NORTH OF THE SOUTH 275.94 FEET OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 SECTION AND LYING SOUTH OF THE SOUTH LINE OF PRATT AVENUE AS DESCRIBED IN CENTEX INDUSTRIAL PARK UNIT 22, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

END OF SCHEDULE A

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Company may pay current year Cook County taxes when furnished an original tax bill at or before the time the Company is requested to make payments. If an original tax bill is not furnished, the Company will pay current taxes via ACH payment, which results in an additional \$8.00 duplicate tax bill fee payable to Cook County and collected from the taxpayer at closing.
10. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

- 11. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- 12. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

END OF SCHEDULE B, PART I

Title Insurance Agent:

William J. Payne
 1100 W Northwest Hwy, #103
 Mt. Prospect, IL 60056
 Phone: (847)483-5027
 Fax: (847)483-5029

Authorized Signatory

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.**

A

8.
 1. Taxes for the year(s) 2021 and 2022
2022 taxes are not yet due or payable.
 - 1A. Note: 2021 first installment was due March 1, 2022
Note: 2021 final installment not yet due or payable

Perm tax#	Pcl	Year	1st Inst	Stat
<u>08-34-300-027-0000</u> (Affects Parcel 1)	1 of 2	2021	Not Billed	
<u>08-34-300-037-0000</u> (Affects Parcel 2)	2 of 2	2021	Not Billed	

Perm tax# 08-34-300-027-0000 Pcl 1 of 2 Volume 50

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**SCHEDULE B, PART II
EXCEPTIONS
(continued)**

3A The general taxes as shown below are marked exempt on the collector's warrants.

Year(s): 2020 and prior

Unless satisfactory evidence is submitted to substantiate said exemption our policy, if and when issued, will be subject to said taxes.

Perm tax# 08-34-300-037-0000 Pcl 2 of 2 Volume 50

3B The general taxes as shown below are marked exempt on the collector's warrants.

Year(s): 2020 and prior

Unless satisfactory evidence is submitted to substantiate said exemption our policy, if and when issued, will be subject to said taxes.

- I 9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- D 10. In order for the Company to insure title coming through the sale or transfer of Land from the municipality in title, the Company should be furnished a certified copy of the Ordinance or Resolution authorizing the conveyance, together with the number of "ayes" and "nays" for its passage, and evidence of any required publication.
- If said municipality is a "Home Rule Unit" pursuant to Article 7, Section 6 of the Illinois Constitution, the Company should be furnished evidence of compliance with the municipality's ordinance(s) which relate to the sale or transfer of municipal property.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- C 11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.
- Limited Liability Company: Riverpoint Property Trust, LLC
- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
 - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- B 12. Note: We should be furnished with the selling price:

The Title Insurance Premium, Transfer Taxes, Recordings or Closing Fee have not been billed or are subject to change, depending on the sales price. The invoice is subject to rebilling until final requests for insurance, endorsements and services are made and all documents to be recorded have been received, and this commitment is subject to such additional exceptions as may be deemed necessary.

- E 13. Note: The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided Lot. As a result, a Plat act affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat act (765 ilcs 205/1 et seq.).

- K 14. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers of property located in Elk Grove Village. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.

- J 15. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

- F 16. Lease made by Elk Grove Village, an Illinois Municipal Corporation to PVS Primeco L.P. dated February 21, 1996 as disclosed by resolution authorizing the execution thereof recorded July 31, 1996 as Document No. 96586804, demising the Land for a term of years beginning five years on the date lessee begins commercial operation of the lessee facilities or April 1, 1996, whichever first occurs having the right to extend the term for three successive five year periods, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said lessee.

- G 17. Lease made by Village of Elk Grove Village, an Illinois Municipal Corporation to Nextel West Corp., (f/k/a Smart SMR), a Delaware Corporation D/B/A Nextel Communications dated October 11, 1994, a memorandum of which was recorded April 18, 2001 as Document No. 0010316328, demising the Land for a term of 5 years beginning on the date lessee begins commercial operation of the lessee facilities, or January 1, 1995, whichever first occurs and ending on the 5TH anniversary of the commencement date, with 3 successive 5 year options to renew, and all rights thereunder of, and all acts done or suffered

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

thereunder by, said lessee or by any party claiming by, through, or under said lessee.

- L 18. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document entitled Memorandum of Ground Water Tower Lease Agreement, The Village of Elk Grove Village, lessor, Chicago SMSA Limited Partnership d/b/a Verizon Wireless, lessee, recorded on June 16, 2015 as Document No. 1516715061, beginning May 12, 2015 for an initial term of 5 years and shall be automatically extended for four (4) additional five (5) year terms.

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

- H 19. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.

- M 20. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

(This note will be waived for policy).

END OF SCHEDULE B, PART II

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AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The Issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The Issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (DIAL-A-RIDE PROGRAM)

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:

**PARATRANSIT LOCAL SHARE AGREEMENT
Elk Grove Village**

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 _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

PARATRANSIT LOCAL SHARE AGREEMENT
Elk Grove Village

This Paratransit Local Share Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and Elk Grove Village, an Illinois unit of local government (“Sponsor”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

The parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on January 1, 2023. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.
2. **Service Description.** Demand response curb-to-curb paratransit service will be provided for eligible riders as described in the attached exhibit A (“Service”). The Service and its parameters are subject to change upon approval by Pace and the participating Service sponsor(s).
3. **Term and Termination.** This Agreement will remain in effect through December 31, 2023 unless earlier terminated by a party upon 30 days’ advance written notice to the other party in the event: (a) sufficient funds have not been appropriated to cover the required financial contribution by Pace or any other agency funding the Service; (b) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; (c) Sponsor fails to make payments as required by section 6 of this Agreement; (d) Pace has materially failed to perform its obligations under this Agreement; or (e) Sponsor otherwise determines that the Service is not satisfactory.
4. **Service Provider.** Pace will contract with one or more outside service providers to provide the Service (“contracted outside service provider(s)”). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace’s contracted outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees will be charged by any contracted outside service provider for Service not performed.
5. **Reporting.** Pace shall provide Sponsor with electronic access to or, in the event electronic

access is unavailable, a copy of the summary report containing the number of one-way trips, data for one-way trips and total miles.

6. **Local Share Funding.** Sponsor shall participate in the financial support of the Service by reimbursing Pace monthly for the local share incurred by Pace in providing the Service (“Local Share”). The Local Share will equal the total expense of the Service (“Total Expense”) less any fare revenue from the Service less any Pace subsidy for the Service (“Pace Contribution”) less any grants for the Service and will be calculated as follows (see Cost Estimate Worksheet attached as Exhibit B):

- (a) The Total Expense will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle revenue hours by the hourly rate charged to Pace by Pace’s contracted outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis. The operating expense will be the aggregate of rates and/or fees charged to Pace by Pace’s contracted outside service provider(s) delivering the Service.
- (b) The Pace Contribution will equal the lesser of: (1) 75% of the actual Operating Deficit attributed to a maximum of 4,850 vehicle Revenue hours or (2) \$178,742.
- (c) In 2023 only, Pace will remit to Sponsor a subsidy in the amount of \$25,827 which amount represents an additional 15% of Sponsor’s estimated 2022 Pace subsidy, which will be paid in 12 equal monthly installments beginning in January 2023.
- (d) Sponsor shall pay Pace within 30 days of receiving the monthly bill for the Local Share. Sponsor shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venturer, or partner of Sponsor, and nothing in this Agreement will be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers’ compensation.

8. **Insurance.** Pace shall require its contracted outside service provider(s) to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

9. **Indemnification.** Sponsor shall indemnify and defend Pace and Pace’s officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys’ fees,

resulting from Sponsor's intentional or negligent acts or omissions concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify and defend Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify the other party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the party claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this section, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses incidental to that claim, but Claimant has the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this section.

10. **Force Majeure**. A party will not be held liable to another party for damages nor be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Sponsor, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

11. **Compliance with Laws**. The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

12. **Headings**. The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

13. **Waiver**. Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

14. **Binding Effect**. This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

15. **Entire Agreement**. This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

16. **Conflict**. In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

17. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

19. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

20. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

21. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time will be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

If to Sponsor:

Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007
Attention: Craig B. Johnson

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

24. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

25. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates stated below.

PACE

SPONSOR

By: _____
Signature

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: _____

Date: _____

Exhibit A

TRANSPORTATION SERVICES

VILLAGE OF ELK GROVE

Type of Service	Demand Response Paratransit service provided curb to curb.				
Service Operated By	Pace contracts with transportation provider(s) to provide service which is subject to this Agreement. This includes private or public transportation service providers. All providers are equipped with accessible vehicles.				
Trip reservation Method	1-hour advance reservation for regular dial-a-ride; semi-scheduled trips are provided per the Attachment to this Exhibit A.				
Service Area	Service within the Village of Elk Grove, excluding the industrial park area. Service to Woodfield Mall is available through transfer to fixed route #699. Semi-scheduled service is also available between Senior Housing sites and the Senior/Community Center, local grocery and shopping areas, and Stratford Square Mall, as mutually agreed upon by the Village and Pace. (See Attachment to this Exhibit A.)				
Service Hours	Monday through Friday 9:00 a.m. to 6:30 p.m. Saturday 9:00 a.m. to 4:00 p.m. Closure Days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.				
Fare Structure	<table><tr><td>Full Fare</td><td>\$1.30</td></tr><tr><td>Reduced Fare</td><td>\$.65</td></tr></table> <p>Elk Grove Village dictates the fare structure and may be subject to change</p> <p>The Reduced Fare category includes children ages 7-11, senior citizens age 65+, and persons with disabilities who have an RTA Reduced Fare Card, or an RTA, ADA Paratransit Services Card, and students (high school or younger with proper identification) traveling to or from school only, during school hours) Children under the age of 7 can only ride when accompanied by a fare paying passenger (a maximum of two children per fare paying passenger). The first two children under the age of 7 can ride free, with any additional children paying the reduced fare rate.</p>	Full Fare	\$1.30	Reduced Fare	\$.65
Full Fare	\$1.30				
Reduced Fare	\$.65				
Rider Eligibility	Public				

VILLAGE OF ELK GROVE

EXHIBIT A - ATTACHMENT

Semi-Scheduled Transportation Services

As a part of the services described in Exhibit A of the Local Share Agreement, the following pre-scheduled service will be provided at the Village's request. These services are to be provided free of charge to residents of the Village Grove Apartments and/or other senior housing complexes as may be identified and mutually agreed upon by the Village and Pace. The phone number to call is (847) 299-6212.

Monday Service:

Mallard Crossing Shopping Plaza

Pick-ups beginning at 1:00 p.m., returning trips at 2:30 p.m. and 3:00 p.m.

No reservations required.

Tuesday Service:

Mallard Crossing Shopping Plaza

Pick-ups beginning at 10:00 a.m., returning trips at 11:30 a.m. and 12:00 p.m.

No reservations required.

Wednesday Service:

Elks Crossing Plaza and Elk Grove Town Center Plaza

Pick-ups beginning at 9:00 a.m., returning trips at 10:30 a.m. and 11:00 a.m.

No reservations required.

Thursday Service:

Elks Crossing Plaza and Elk Grove Town Center Plaza

Pick-ups beginning at 10:00 a.m., returning trips at 11:30 a.m. and 12:00 p.m.

No reservations required.

Exhibit B

COST ESTIMATE WORKSHEET

2023 LOCAL SHARE AGREEMENT

PROJECT: VILLAGE OF ELK GROVE

REVENUE	\$ 5,405
EXPENSE	\$383,011
DEFICIT	\$377,606
PACE SUBSIDY	\$178,742
2022 ADDITIONAL MONTHLY SUBSIDY PAYMENT	\$ 25,827
LOCAL SHARE	\$173.173
RIDERSHIP	12,896
VEHICLE HOURS	4,850

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 36-05, 33-15, AND 34-18 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A THIRD AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND NCWPCS MPL 32 – YEAR SITES TOWER HOLDINGS, 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:

**THIRD AMENDMENT TO
GROUND LEASE 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 _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

THIRD AMENDMENT TO GROUND LEASE AGREEMENT

This **THIRD AMENDMENT TO GROUND LEASE AGREEMENT** (the “**Third Amendment**”) is made effective this ____ day of _____, 2022 (“**Effective Date**”), by and between the Village of Elk Grove Village (“**Landlord**”) and NCWPCS MPL 32 – Year Sites Tower Holdings, LLC, a Delaware limited liability company, by and through its Attorney in Fact, CCATT LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

WHEREAS, Landlord and New Cingular Wireless PCS, LLC (“**Original Tenant**”) entered into a Ground Lease Agreement dated July 28, 2005 (“**Lease**”) whereby Original Tenant leased a portion of land originally described as a 1200 square foot portion of real property, together with access and utility easements (“**Leased Premises**”) located at 600 Landmeier Road, Elk Grove Village, Cook County, State of Illinois 60007 (formerly identified as 666 Landmeier Road) (“**Landlord’s Property**”); and

WHEREAS, Landlord and Tenant entered into that First Amendment to Ground Lease Agreement dated June 24, 2015 (“**First Amendment**”), a memorandum of which was recorded in the official records of Cook County, Illinois (“**Official Records**”) on December 20, 2016 as Document No. 1635506023 and that Second Amendment to Ground Lease Agreement dated November 9, 2018 (“**Second Amendment**”) (hereinafter the Lease, the First Amendment and the Second Amendment are collectively referred to as the “**Agreement**”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Dish Sublease Area. Landlord hereby acknowledges and consents to the sublease (“**Dish Sublease**”) of a seventy (70) square foot portion of land within the existing Leased Premises (“**Dish Sublease Area**”) to Dish Wireless or an affiliate or subsidiary (“**Dish**”) to operate a wireless communications facility. Landlord hereby consents to the Dish improvements within the Leased Premises for purposes of installation, operation, maintenance and replacement of equipment, antennas, radios, cables, fiber, and related accessories thereon.

3. Dish Sublease Rent. In consideration of the Dish Sublease Area, Tenant shall pay to Landlord the amount of Five Hundred and 00/100 Dollars (\$500.00) per month (“**Dish Sublease Rent**”) beginning the first day of the month following commencement of installation of Dish improvements within the Leased Premises and continuing thereafter until the earlier of (i) the expiration of the Lease Term; or (ii) the “**Right to Terminate the Dish Sublease**” as set forth below. Commencing on July 1, 2028 and every year thereafter (each an “**Adjustment**”

Date”), the Dish Sublease Rent shall increase by an amount equal to four percent (4%) of the Dish Sublease Rent payable to Landlord during the month immediately preceding the Adjustment Date for so long as such Dish Sublease Rent is payable to Landlord as set forth herein. For the avoidance of doubt, the adjustments to the Rent provided for in Section 1.8 of the Agreement do not apply to the Dish Sublease Rent.

4. Right to Terminate the Dish Sublease. Tenant shall have the option, upon thirty (30) days prior written notice to Landlord, in its sole and absolute discretion, to terminate the Dish Sublease by removing all improvements from the Dish Sublease Area and returning the same to its condition as of the Effective Date, ordinary wear and tear excepted (the **“Termination of the Dish Sublease”**). Effective upon removal of all improvements from the Dish Sublease Area and cessation of operations by Dish on the Leased Premises, the Dish Sublease Rent shall cease and will no longer be due or payable. No Termination Fee shall apply for the Termination of the Dish Sublease.

5. Conditional Signing Bonus. Tenant will pay to Landlord, a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this Third Amendment, payable within sixty (60) days of the full execution of this Third Amendment (**“Conditional Signing Bonus”**). In the event that this Third Amendment (and any applicable memorandum of amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

6. Waiver of Direct Ground Lease. Notwithstanding any language to the contrary in the Agreement, Landlord hereby waives any right to require a separate or direct lease, license, easement, consent agreement or similar agreement for the Dish Sublease Area or to charge a separate fee other than what is provided for in this Third Amendment.

7. Acknowledgement of Unique Circumstances. Tenant and Landlord acknowledge that the terms of this Third Amendment, including the Dish Sublease Rent and other consideration herein, shall in no way shall be considered a precedent or used as a determination of market rent for any future lease negotiations between the parties.

8. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

(Signature pages follow)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to be duly executed on the day and year first written above.

LANDLORD:

Village of Elk Grove Village

By: _____

Print Name: _____

Title: _____

[Tenant Execution Page Follows]

This Third Amendment is executed by Tenant as of the date first written above.

TENANT:

NCWPCS MPL 32 - YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC, a Delaware limited
liability company
Its: Attorney in Fact

By: _____

Print Name: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 51-00, 22-05, 19-10, AND 32-12 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A THIRD AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND STC TWO 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:

**THIRD AMENDMENT TO
GROUND LEASE 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 _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**THIRD AMENDMENT TO
GROUND LEASE AGREEMENT**

This **THIRD AMENDMENT TO GROUND LEASE AGREEMENT** (the "**Third Amendment**") is made effective this ____ day of _____, 2022 ("**Effective Date**"), by and between the Village of Elk Grove Village, an Illinois municipal corporation ("**Landlord**") and STC Two LLC, a Delaware limited liability company, by and through its Attorney in Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company ("**Tenant**").

RECITALS

WHEREAS, Landlord and SprintCom, Inc. ("**Original Tenant**") entered into a Ground Lease Agreement dated February 5, 2001 ("**Lease**") whereby Original Tenant leased a portion of real property, together with access and utility easements ("**Leased Premises**") located at 676 Meacham Road, Elk Grove Village, Cook County, State of Illinois 60007 ("**Landlord's Property**"); and

WHEREAS, Landlord and Tenant entered into that Modification Agreement dated March 9, 2010 (hereinafter referred to as the "**First Amendment**") and that Second Amendment to Ground Lease Agreement dated July 10, 2012 ("**Second Amendment**") (hereinafter the Lease, the First Amendment and the Second Amendment are collectively referred to as the "**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Dish Sublease Area. Landlord hereby acknowledges and consents to the sublease ("**Dish Sublease**") of a fifty-six (56) square foot portion of land within the existing Leased Premises ("**Dish Sublease Area**") to Dish Wireless or an affiliate or subsidiary ("**Dish**") to operate a wireless communications facility. Landlord hereby consents to the Dish improvements within the Leased Premises for purposes of installation, operation, maintenance and replacement of equipment, antennas, radios, cables, fiber, and related accessories thereon.

3. Dish Sublease Rent. In consideration of the Dish Sublease Area, Tenant shall pay to Landlord the amount of Five Hundred and 00/100 Dollars (\$500.00) per month ("**Dish Sublease Rent**") beginning the first day of the month following commencement of installation of Dish improvements within the Leased Premises and continuing thereafter until the earlier of (i) the expiration of the Lease Term; or (ii) the "Right to Terminate the Dish Sublease " as set forth below. Commencing on July 1, 2028 and every year thereafter (each an "**Adjustment Date**"), the Dish Sublease Rent shall increase by an amount equal to four percent (4%) of the Dish Sublease Rent payable to Landlord during the month immediately preceding the

Adjustment Date for so long as such Dish Sublease Rent is payable to Landlord as set forth herein. For the avoidance of doubt, the adjustments to the Rent provided for in Section 2.3 of the Agreement do not apply to the Dish Sublease Rent.

4. Right to Terminate the Dish Sublease. Tenant shall have the option, upon thirty (30) days prior written notice to Landlord, in its sole and absolute discretion, to terminate the Dish Sublease by removing all improvements from the Dish Sublease Area and returning the same to its condition as of the Effective Date, ordinary wear and tear excepted (the "**Termination of the Dish Sublease**"). Effective upon removal of all improvements from the Dish Sublease Area and cessation of operations by Dish on the Leased Premises, the Dish Sublease Rent shall cease and will no longer be due or payable. No Termination Fee shall apply for the Termination of the Dish Sublease.

5. Conditional Signing Bonus. Tenant will pay to Landlord, a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this Third Amendment, payable within sixty (60) days of the full execution of this Third Amendment ("Conditional Signing Bonus"). In the event that this Third Amendment (and any applicable memorandum of amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

6. Acknowledgement of Unique Circumstances. Tenant and Landlord acknowledge that the terms of this Third Amendment, including the Dish Sublease Rent and other consideration herein, shall in no way shall be considered a precedent or used as a determination of market rent for any future lease negotiations between the parties.

7. Waiver of Direct Ground Lease. Notwithstanding any language to the contrary in the Agreement, Landlord hereby waives any right to require a separate or direct lease, license, easement, consent agreement or similar agreement for the Dish Sublease Area or to charge a separate fee other than what is provided for in this Third Amendment.

8. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

(Signature pages follow)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to be duly executed on the day and year first written above.

LANDLORD:

Village of Elk Grove Village

By: _____

Print Name: _____

Title: _____

[Tenant Execution Page Follows]

This Third Amendment is executed by Tenant as of the date first written above.

TENANT:

STC Two LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____

Print Name: _____

Title: _____